



# LEXINGTON

## Bid 2-2023 Addendum 1 Happy's General Contracting LLC Supplier Response

### Event Information

Number: Bid 2-2023 Addendum 1  
Title: Mowing for Environmental Services  
Type: Competitive Bid  
Issue Date: 12/22/2022  
Deadline: 1/12/2023 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED. **Fill out the mandatory bid documents and the bidder submittal forms from the specifications and upload as one PDF file to the Response Attachments tab.**

### Contact Information

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

## Happy's General Contracting LLC Information

Contact: Charles R Happy III  
Address: 3424 Pueblo ct  
Lexington, KY 40509  
Phone: (185) 948-9199  
Email: charleshappy1@gmail.com

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

Charles Happy  
*Signature*

Charleshappy1@Gmail.com  
*Email*

Submitted at 1/4/2023 01:49:23 PM (ET)

## Response Attachments

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### Past Work experiences with LFUCG.pdf

Past Work for LFUCG

### Equipment Submittal.pdf

Equipment Submittal

### Untitled document (3).pdf

Qualification and Staffing submittal

### 2-2023 Addendum 1.pdf

Addendum 1

### 2-2023\_Bid\_Documents\_(4).pdf

Mowing bid 2023



**ADDENDUM #1**

Bid Number: **#2-2023**

Date: January 4, 2023

Subject: **Mowing for Environmental Services**

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. The price submitted per mowing package must rounded to the nearest dollar and per acre for a single mow. (Ex. A price of \$47 would be submitted for a mowing package with 10 acres where a single mow cost of service is \$470.)
2. Ionwave Online Q&A:
  - a. Q: Where can we get a copy of previous bid tabs for this Bid?  
A: Prior bid tabulation results attached.

Todd Slatin, Director  
Division of Central Purchasing

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: Happy's General Contracting

ADDRESS: 3424 Pueblo Ct Lexington, KY

SIGNATURE OF BIDDER:



BID FOR: Mowing for Environmental Services DATE March 2, 2021

NO	VENDOR	BB	Date/Time	Init	NO	VENDOR	BB	Date/Time	Init
1	Brownfields Development LLC		online		5	H & W Concrete LLC		online	
2	Casey's Custom Mowing LLC		online		6	Lexington Landscape & Maintenance		online	
3	D&M Mowing Inc.		online		7	Kurt V Lockhart Lockhart Landscaping		online	
4	Green Solutions Landcare		online		8	McGee Springs Inc.		online	
ARTICLE	1	2	3	4	5	6	7	8	
Man O War	72.82	No bid	49.9	40	4015	44	No bid	80/8240	
New Circle	263.16	75	100	47	950	141	215/2042.5	No bid	
Citation - Iron Works	56.11	55	44	36	2998	44	No bid	65/5213	
North	74.93	50	No bid	77	4070	No bid	No bid	110/8074	
Northeast	74.77	50	No bid	85	3875	No bid	No bid	85/5457	
East	70.61	65	No bid	40	3445	No bid	No bid	110/7634	
West	67.31	45	No bid	80	2009	40	No bid	70/3276	
South	72.93	55	No bid	43	4790	No bid	No bid	90/9873	
Southwest	78.59	50	No bid	43	2978	No bid	No bid	110/8118	
	\$831.23	\$445.00	\$193.90	\$491.00	\$29,130.00	\$269.00			





**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: December 22, 2022

## INVITATION TO BID #2-2023 Mowing for Environmental Services

**Bid Opening Date:** January 12, 2023

**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 **1/12/2023**. 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>	<p align="center"><b>Proposed Delivery:</b> <u>10</u> days after acceptance of bid.</p>
<p><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? _____ Yes <input checked="" type="checkbox"/> No</p>	

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

Submitted by: Happy's General Contracting

*Firm Name*

3424 Pueblo Ct

*Address*

Lexington, Ky 40509

*City, State & Zip*

**Bid must be signed:**

*Signature of Authorized Company Representative – Title*

Charles Happy III

*Representative's Name (Typed or printed)*

(859) 489-1099

*Area Code - Phone – Extension*

*Fax #*

Charleshappy1@gmail.com

*E-Mail Address*

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

**AFFIDAVIT**

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

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

Further, Affiant sayeth naught. 

STATE OF Kentucky

COUNTY OF Fayette

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

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

**I. GREEN PROCUREMENT**

**A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal



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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for **2** 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 **(2) two, 1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
    - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
    - () 3. See bid specifications.
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

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

The Law

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

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

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

Bidders

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

  
\_\_\_\_\_  
Signature

Happy's General Contracting  
\_\_\_\_\_  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and 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

01-04-2023  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Happy's General Contracting

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	1					1											
Superintendents																	
Supervisors	1					1											
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	2					4	3										
<b>Total:</b>	<b>10</b>																

Prepared by: Charles Happy III - Owner Date: 01 / 04 / 2023  
 (Name and Title) Revised 2015-Dec-15



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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## **Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS**

### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

### **B. PROCEDURES**

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

### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orwbc.org">smixon@orwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488







**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #**                     #2-2023                    

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A				
2.				
3.				
4.				

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

Happy's General Contracting  
**Company**

01-04-2023  
**Date**

Charles Happy III  
**Company Representative**

Owner  
**Title**







## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote #                     #2-2023                    

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

    /     Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

    /     Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

    /     Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

    /     Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

    /     Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

✓ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

✓ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

✓ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

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

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

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

Happy's General Contracting  
\_\_\_\_\_  
**Company** 01-04-2023  
\_\_\_\_\_  
**Date**

Charles Happy III  
\_\_\_\_\_  
**Company Representative**  
Owner  
\_\_\_\_\_  
**Title**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

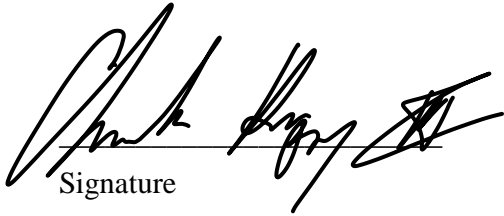
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails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

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

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

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

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



Signature

01-04-2023  
Date

**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) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

## Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

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

#### Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

**ENVIRONMENTAL SERVICES TURF MOWING**  
**Request for Bid #2-2023**  
**Table of Contents**

A. General Information

B. Mowing Specifications

C. Bid Package Detail Information

- 1) Man O War
- 2) New Circle
- 3) Citation – Iron Works
- 4) North
- 5) Northeast
- 6) East
- 7) West
- 8) South
- 9) Southwest

D. Mowing Maps

Figure 1 – Zone Map

Detailed Maps (separate files for download on Ionwave)

E. Selection of Contractors

F. Bidder Submittal Forms

## **A. GENERAL INFORMATION**

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

## **B. MOWING SPECIFICATIONS**

### **B.1 Administrative**

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



- B.1.3 The Contractor hereby agrees to indemnify and hold harmless the LFUCG, its employees, and its agents, from any claims or demands whatsoever arising from the Contractor's performance under this contract.
- B.1.4 The Contractor shall keep in force at all times liability insurance in amounts specified herein. The Contractor hereby accepts responsibility for any loss or damage to property owned by LFUCG or the general public caused by the Contractor's employees or agents. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of the Division of Environmental Services. If damaged property resulting from the Contractor's operations has to be repaired or replaced by LFUCG, the cost of such work shall be deducted from the Contractor's payment. Failure to maintain such insurance shall be cause for cancellation of this contract without notice.
- B.1.5 In the event that any trees, shrubs, or other landscaping is hit or damaged by activities associated with this contract, LFUCG's arborist shall inspect for damage and determine the impact to the plant's health. Should the arborist determine the tree or landscaping is damaged beyond repair, the estimated replacement value of the trees, shrubs, or landscaping shall be deducted from the Contractor's payment.
- B.1.6 This contract may be cancelled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to LFUCG should be sent to the Division of Central Purchasing.
- B.1.7 LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, LFUCG may make arrangements as it deems necessary to secure the services specified.
- B.1.8 LFUCG reserves the right to remove a mowing area from a Contractor with five (5) days notice. The bid amount for the package will be reduced by the Contractor's Price per Acre (from the Price Sheet) multiplied by the area removed.
- B.1.9 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- B.1.10 LFUCG reserves the right to either offer Contractors additional mowing acreage on existing bid packages based upon geographic location (e.g., North, Southwest, etc.) or seek services from available contractors on the approved list. Pricing shall be computed based upon the Contractor's Price per Acre for that bid package.
- B.1.11 Acreages provided in the bid package information are calculated by delineating areas on LFUCG's Geographic Information System (GIS) and shown on the attached map. It is the responsibility of the Contractor to review each location

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

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

**Estimated Number of Cuts by Portion of Growing Season**

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

B.1.13 The estimated number of cuts per season provided in the above table is not a guarantee of work. Number of cuts is variable and will be determined by the Division of Environmental Services each month depending upon weather and budgetary constraints. A contractor shall not exceed the number of agreed upon mows. LFUCG shall not pay for unauthorized cuts.

B.1.14 LFUCG may request additional cuts due to special events or other unforeseen circumstances. Contractor is to respond to additional cut requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing locations may extend contractor response time.

B.1.15 Bidders shall include with their proposal all of the requested information listed in Section E.

B.1.16 Bidders shall allow personnel from the Division of Environmental Services and/or the Division of Purchasing to inspect the Contractor's equipment and signage prior to the contract being awarded. The Contractor's equipment must be well maintained to operate safely on public property with all appropriate safety guards. If the Division of Environmental Services and/or the Division of Central

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

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

## **B.2 Types of Mowing and Definitions**

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

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

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

### **B.3 Specifications for Mowing**

- B.3.1 Practice safety first. All safety measures, equipment, guards, and chutes shall be in place while mowing. Always mow with the safety of the operator, others, vehicles, and property in mind. Contractors are required to follow OSHA and Department of Transportation regulations regarding employee safety.
- B.3.2 All mowing along roadways shall follow all requirements for traffic control and traffic control devices of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration.
- B.3.3 Contractor employees shall wear HI VISIBILITY clothing (i.e., vest, shirt, or jacket) and proper attire remaining fully dressed during the performance of all work under this contract, whether in a roadway or not. Working without a shirt or appropriate closed toe protective footwear is prohibited.
- B.3.4 Public roads, walkways, and sidewalks shall not be blocked to vehicular or pedestrian traffic while performing mowing operations.
- B.3.5 All mowers used for mowing ROW and medians shall be fitted with mulching blades with the discharge pointing down AND chutes blocked to eliminate projection of grass or debris onto streets. No mowers shall be used on medians and ROW that do not have these protections in place. Blowing grass and debris into the road is a hazard for people and property and will not be tolerated.
- B.3.6 All mowing associated with this contract, except areas listed in B.3.7, shall be turf mowing to a grass height between 3 and 4 inches. Cutting too short is prohibited. Scalping shall be avoided.

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

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

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

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

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

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

B.3.10 There are some areas of ROW that currently have overgrowth of honeysuckle or invasive pear trees which prevent mowing. These invasive shrubs/trees are in the process of being removed by DES staff from all mowing areas in this contract. Areas which have had these invasives removed or cut to the ground shall be mowed as part of this contract starting with the first mow in April. **In general, stumps are cut to 1-3" from the ground, but higher stumps could remain. The Contractor is required to string trim or brush cut mow these areas.** To control re-growth, any sprouts growing from previously cut stumps are to be mowed. In addition, the Contractor is required to immediately begin mowing areas once shrubs/trees are removed going forward throughout the period of the contract. The bid package areas are computed based assuming all honeysuckle/pears have been removed and the entire corridor or lot is mowable from fence to fence. (Note: This primarily applies to detention basins, and

corridors such as Man O War Blvd, Alumni Drive, Citation Blvd, and Armstrong Mill, where honeysuckle removal operations are currently ongoing, but other areas may also be affected over the course of the contract. If a corridor has honeysuckle, bidders should expect that this condition will occur at some point during this contract.) In areas where the honeysuckle is yet to be removed, the Contractor shall mow up to the edge of the shrubs.

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

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

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

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

- ROW and Medians: Most, if not all, planted trees in these areas will have been protectively mulched by the Division of Environmental Services prior to the start of mowing operations. This mulch is placed in part to keep mowing equipment from coming too close to the trees and to eliminate the need for string trimming. Contractors shall mow to the edge of the mulch (i.e., no grass left uncut next to the mulch). If there are trees that are not mulched, the Contractor shall stay two feet (2') away from the tree trunks to avoid hitting the trees or branches. No string trimming is required around these planted trees on ROW and medians; DES will maintain these areas. Volunteer (i.e., not planted) trees along roadways shall be carefully string-trimmed around to reduce unsightly high vegetation. In such cases, avoid nicking trees or removing bark.
- Lots and Water Quality Lots/Greenways: The Contractor shall keep mowing operations two feet (2') away from landscaping and mulched and/or smaller trees. All Contractor employees must be trained in the proper methods of string trimming without hitting tree trunks and branches. The Contractor shall carefully string trim around larger (> 8" diameter), established trees in these areas to a height of 6-8" only to knock down high weeds/grass to maintain a clean appearance. (It is LFUCG's preference to leave some higher grass

around a tree rather than damage a tree.) String trimming should be done in a fashion that avoids nicking trees or removing bark. If there are trees that the Contractor is concerned about damaging, they should contact the Mowing Contracts Manager. String trim up to mulched areas or clearly defined planting beds or trees maintained by others.

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

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

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

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

#### **B.4 Litter and Debris Removal**

B.4.1 This operation shall include the **removal** of **all** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters, and storm drain inlets **prior to mowing**. **No litter, grass, leaves, or debris shall be placed, pushed, or blown into storm drains.** Failure to remove litter, etc. prior to mowing, failure to remove mowed over trash, or placing trash/grass in a storm drain is a violation of this contract and may result in removal from bid packages and/or cancelling of the contract.

B.4.2 The Contractor shall be responsible to remove and dispose of limbs smaller than six inches (6") in diameter. Contact the Mowing Contracts Manager to remove larger limbs. Contact the Mowing Contracts Manager to pick up litter/debris clearly resulting from dumping or larger items such as shopping carts or furniture.

- B.4.3 If the Contractor comes across any debris that appears to be illegal in nature (e.g., weapons, drugs), leave in place and immediately contact 911 and the Mowing Contracts Manager. If the Contractor comes across a chemical or other illicit spill, leave in place and immediately contact the Mowing Contracts Manager who will forward the request for investigation to the Division of Water Quality.
- B.4.4 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne pathogens, and proper procedures when encountering discarded needles or blood-soaked materials. All litter crew vehicles shall keep a Sharps Disposal Container marked as Biohazard. Needles or similar items shall be placed in Sharps Disposal Containers and properly disposed of as Biomedical/Biohazard waste following all local, state, and federal laws and regulations.

## **B.5 Specifications for KYTC Mowing**

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

- Perform Right-of-Way Mowing and Trimming Operations in accordance to these Terms and Conditions for traffic control. Maintain traffic and furnish all traffic control devices and all materials that conform to these Terms and Conditions and the Manual on Uniform Traffic Control Devices (MUTCD), the Standard Drawings or Sepia Drawings, Current Editions, and the Standard Specifications for Road and Bridge Construction, Current Edition.
- A link to the Manual on Uniform Traffic Control Devices can be found at: <http://mutcd.fhwa.dot.gov>
- A link to the Standard Drawings can be found at: <http://transportation.ky.gov/Highway-Design/Pages/2012-Standard-Drawings.aspx>
- A link to the Standard Specifications can be found at: <http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>
- All temporary traffic control devices and retrofitted equipment required for execution of services for this project shall comply with MUTCD standards.
- Provide flags that are fluorescent red/orange in color, 24 inches by 24 inches in size, and that are made of a heavy-duty nylon reinforced coated vinyl material that has weighted edges (See Drawings).



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

- Establish a designated work zone(s) for mowing that is a maximum of two miles in length. Place the warning signs 750 feet prior to the beginning of the work zone and 750 feet beyond the end of the work zone.
- Establish additional two-mile work zones adjacent to the initial work zone to a maximum distance of eight (8) miles, provided work is being performed in each adjacent work zone. As an option, place a supplemental plate with the message NEXT [2, 4, 6, or 8] MILES below the initial warning sign, or with a message to correspond with the length of the work zone that has been established.
- Place warning signs on a median divided highway facility in a dual manner, one on the outside shoulder and one in the median, or inside shoulder of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.
- Where the roadway is not a median divided highway facility, place warning signs on the right and left shoulders of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.
- Place warning signs on the entrance ramp of any interchange or roadway intersection that is located within a designated work zone and place the signs on the right shoulder of the ramp or side road 500 feet prior to the beginning of the merge area or intersection. Where the length of the entrance ramp is less than 500 feet, place the warning signs at the beginning of the ramp.
- Mount warning signs on multi-leg stands in a secure and visible manner such that the signs will be a minimum of eighteen inches (18") above the shoulder or roadway pavement.
- Where the paved shoulder area adjacent to a median barrier wall on a multi-lane median divided highway facility is not of sufficient width to place warning signs in a proper manner, place the warning signs atop the median barrier wall for both directions of travel. Achieve this placement by using a clamping device approved by the Department. Do not attach warning signs to other roadway appurtenances that exist on the project such as signposts, delineator posts, or guardrail end treatments.
- Use a full complement of warning signs at all times. Place the warning signs to designate a work zone on the job site at the beginning of each workday prior to the beginning of work operations. Move the warning signs and re-establish a work zone as work operations progress. Remove warning signs from the job site after work operations cease at the end of each workday.
- Place warning signs that are 24 inches by 48 inches with black Series "C" letters eight inches in height on an orange background with a black border on vehicles designated as work zone support vehicles. Provide the designated message "Watch for Sudden Stop" on the signs.

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

## **B.6 Invoicing, Inspection, and Tracking**

- B.6.1 Payment Terms are Net 30 from date of invoice.
- B.6.2 Invoices must list the full Contractor name and address, LFUCG address and contact, locations serviced, date or date range of service, and reference the purchase order number. Because roads, water quality areas, and facilities are paid with different accounts, these should be listed out separately. The mow number(s) for the season shall be listed on the invoice for each line (e.g., Mow #1 city roads, Mow #1 KYTC, Mow #1 WQ, Mow #1 facilities). Invoices can be for a single cut, multiple cuts, or monthly.
- B.6.3 Invoices must be sent separately for each Purchase Order (if there are multiple purchase orders).
- B.6.4 Failure to meet the requirements of the scope specifications, including string trimming, edging, blowing off hardscapes, picking up litter, etc. will result in delay of payment until all work is completed to the satisfaction of LFUCG. Recurring issues with partially completed work will not be tolerated and will result in reduction of mowing area, removal from bid packages, and/or cancelling of the contract.

- B.6.5 Invoices shall be emailed to the Data Manager and Mowing Contracts Manager for review, inspection, and processing.

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

Company Name\_Invoice#\_Bid Pkg  
Ex.: HR Mowing\_1105\_North 1

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

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

### **B.7 Insurance - See Attached Risk Management Provisions**

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

- B.7.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance to the Division of Central Purchasing. The Contractor shall also be required to submit updated insurance certificates quarterly to the Data Manager and Mowing Contracts Manager for compliance purposes. Valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request. Failure to comply with this Section shall constitute an event of default under this contract.

### **C. BID PACKAGE DETAIL INFORMATION**

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

## BID PACKAGE: MAN O WAR

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	40	Man O War Blvd	From Terminal Dr to just past Helmsdale Dr in Hamburg Area - <u>includes concrete tips</u>	17.4
2	ROW		Man O War Blvd	From Terminal Dr to just past Helmsdale Dr in Hamburg Area	64.3
3	Concrete Medians	1	Man O War Blvd	Concrete median from Harrodsburg Rd to Gladman Way	0.1
4	Concrete Medians	1	Man O War Blvd	Concrete median from Armstrong Mill Rd to Bold Bidder Dr	0.1
5	Concrete Medians	1	Man O War Blvd	Concrete median from Buckhorn Dr to Jocasta Dr	0.1
<b>BID PACKAGE MAN O WAR TOTAL ACREAGE:</b>					<b>82.0</b>

*Notes:*

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

## BID PACKAGE: NEW CIRCLE (KYTC)

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	14	New Circle Rd	All raised grass medians from Richmond Rd counterclockwise to south of Leestown Rd	5.8
2	KYTC Triangle Medians		New Circle Rd	Grass on ramps, off ramps, and interior areas of the NCR and Winchester Rd interchange (not including the horticultural beds maintained by others)	3.7
<b>BID PACKAGE NEW CIRCLE TOTAL ACREAGE:</b>					<b>9.5</b>

*Notes:*

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

## BID PACKAGE: CITATION - IRON WORKS (KYTC)

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	15	Citation Blvd	Leestown Rd to Newtown Pike	11.4
2	KYTC ROW		Citation Blvd	Leestown Rd to Newtown Pike, both sides	60.6
3	KYTC Medians	11	Iron Works Pike	Georgetown Rd to east of Research Park Dr	2.6
4	KYTC ROW		Iron Works Pike	Georgetown Rd to Kentucky Horse Park	5.6
<b>BID PACKAGE CITATION - IRON WORKS TOTAL ACREAGE:</b>					<b>80.2</b>

*Notes:*

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

## BID PACKAGE: NORTH

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	1	Alexandria Dr	At Leestown Rd and Citation Blvd	0.2
2	ROW		Alexandria Dr	From Leestown Rd to Viley Rd	11.85
3	ROW		Ash St	From Newtown Pike to end of black metal fence past Chestnut Oak Way	0.2
4	Medians	1	Briarwood Dr	Off 1500 Georgetown Rd	0.1
5	Medians	2	Citation Blvd	East of Newtown Pike	0.1
6	ROW		Citation Blvd	East of Newtown Pike	2.1
7	Medians	1	Douglas Ave	515 Douglas Ave	0.2
8	ROW		Duncan Machinery Dr	Old Frankfort Pike to Westland Dr, north side	0.4
9	ROW		Finney Dr	Off Georgetown St at New Circle Rd	0.9
10	ROW		Frankfort Ct	Between Frankfort Ct and Old Frankfort Pike	2.9
11	KYTC ROW		Georgetown Rd	From Nandino to Briarwood Dr, outbound	1.4
12	ROW		Georgetown Rd	From Briarwood Dr to Oakwood Dr, east side	0.3
13	ROW		Georgetown St	From Glen Arvin Ave to Howard St, east side	0.5
14	Medians	1	Glen Arvin Cir	Parcel 515, off Georgetown St	0.3
15	Medians	2	Howard St	Off Georgetown St	0.2
16	ROW		Jaggie Fox Way	from Citation Blvd to Innovation	0.6
17	ROW		Laco Dr	Between Laco Dr and Old Frankfort Pike along New Circle Rd	2.4
18	KYTC Medians	8	Leestown Rd	Bracktown Rd to New Circle Rd	1.5
19	KYTC ROW		Leestown Rd	Taylor Dr to Masterson Station Rd	2.9
20	Medians	2	Leestown Rd	At Bracktown Rd and from New Circle Rd to Taylor Dr	0.3
21	ROW		Leestown Rd	Taylor Dr to Clyde St	3.1
22	ROW		Manchester St	from RR bridge to Thompson Rd, north side	0.5
23	Medians	5	Nandino Blvd	At Newtown Pike and at Georgetown Rd	0.6
24	KYTC Medians	12	Newtown Pike	New Circle Rd to I-75	2.7
25	KYTC ROW		Newtown Pike	New Circle Rd to I-75	2.4
26	Medians	11	Newtown Pike	Main St to New Circle Rd	0.6
27	ROW		Newtown Pike	Ash St to New Circle Rd; at Newtown Springs	3.9
28	Medians	1	Oakwood Dr	Off Georgetown Rd	0.1
29	KYTC ROW		Old Frankfort Pike	At roundabout	1.2
30	ROW		Old Frankfort Pike	In front of stone wall	0.7
31	ROW		Price Rd	W Main St bridge and backside of Lexington Cemetery	0.5



## BID PACKAGE: NORTH

32	Medians	2	Rain Garden Way	Off Georgetown St	0.2	
33	ROW		Robinson Way	From Leestown to Ferndale Pass, east side	0.3	
34	ROW		Sandersville Rd	Between Georgetown Rd and Atoma Dr, south	0.3	
35	ROW		Taylor Dr	Fence line along New Circle Rd	0.2	
36	ROW		Viley Rd	From Alexandria Dr to the south	1.8	
37	ROW		W Main St	Hillside and field between W Main St and RR bridge, inbound	0.7	
38	Lot		Whitney Ave	954 Whitney Ave	0.2	
<b>(KYTC 12.1 ac; Local Roads 37.1 ac)</b>					<b>NORTH ROADS ACREAGE:</b>	<b>49.4</b>
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres	
39	2405 CALENDULA				0.7	
40	2412 CALENDULA		Area around sinkhole		0.2	
41	672 COFFEE TREE LN				0.6	
42	2804 GREENWAY CT		Along Lucille Dr, across from 268 Lucille Dr		0.2	
43	2789 JACQUELYN LN				0.1	
44	908 LIMA CT				1.5	
45	268 LUCILLE DR				0.1	
46	144 MASTERSON STATION DR				0.4	
47	2809 SANDERSVILLE RD				0.5	
48	2809 SANDERSVILLE RD		string trim behind 553, 557, 563 Lucille Dr		0.03	
49	2810 SANDERSVILLE RD				0.2	
<b>NORTH WATER QUALITY ACREAGE:</b>					<b>4.5</b>	
ID	FACILITIES		Description		Mowing Acres	
50	498 and 504 Georgetown St; 517 Booker St		Black and Williams		0.3	
51	669 Byrd Thurman Dr		Fleet Services		4.6	
52	1515 Old Frankfort Pike		Streets and Roads		2.2	
53	1181 Providence Place		Providence Place Pump Station, plus 10' on either side of driveway		1.6	
54	360 Thompson Rd		Recycle Facility		1.9	
55	669 Byrd Thurman Dr		Waste Management		4.0	
<b>NORTH FACILITIES ACREAGE:</b>					<b>14.6</b>	
<b>BID PACKAGE NORTH TOTAL ACREAGE:</b>					<b>68.5</b>	

**Notes:**

- a) Includes string trimming along all fences on the facility properties.
- b) Includes string trimming weeds growing in facility parking lots – keep clean appearance.

## BID PACKAGE: NORTHEAST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	1	Anniston Dr	Off Bryan Station Rd	0.2
2	Medians	1	Asbury Ln	Off 1600 Russell Cave Rd	0.1
3	ROW		Beck Aly	Off E Vine St, next to bus terminal	0.1
4	ROW		Belt Line Ave	Along RR track, Maple Ave to Donley St	0.3
5	Medians	1	Breckinridge St	Triangle median at Chestnut St	0.02
6	Lot		Bryan Ave	1322 Bryan Ave	0.2
7	Medians	1	Bryan Ave	Triangle median at Castlewood Dr	0.1
8	ROW		Bryan Ave	Brushy area between Meadow Park and 1452 Bryan Ave, southeast side	0.1
9	Medians	1	Bryanwood Pkwy	Off 1700 Bryan Station Rd	0.1
10	ROW		Buena Vista Rd	Off Elkhorn Rd off Winchester Rd	0.8
11	Medians	2	Campsie Pl	Between N Martin Luther King Blvd and Campsie Ct	0.1
12	Medians	1	Cane Run Rd	Off Russell Cave Rd	0.2
13	ROW		Cane Run Rd	From used car dealer to across from Elkhorn Park, east side	0.3
14	Medians	1	Circle Dr	At Parkside Dr off N. Broadway	0.02
15	Medians	3	Deweese St	In front of 128, 140, 150 Deweese St	0.02
16	Medians	3	Dover Rd	At Hawthorn Ln, Woodlark Ave, Palmyra Ave	0.5
17	Medians	12	E Loudon Ave	Bryan Ave to Meadow Ln	1.0
18	ROW		E Loudon Ave	All 4 corners of RR bridge	0.8
19	Medians	1	E Third St	E Third St and Midland Ave	0.02
20	Medians	2	Eastland Pkwy	In front of parcel 2022, near Gainesville Ct; In front of parcel 2004, near Tampa Ct	0.1
21	ROW		Eastland Pkwy	Eastland Park to Ft Sumter	1.2
22	Medians	6	Elm Tree Ln	Main St to Fifth St	0.5
23	ROW		Elm Tree Ln	Main St to Hummons Ave	1.3
24	ROW		Emerson Dr	Dead end beside 682	0.01
25	ROW		Faith St	Russell Cave Rd to dead end	0.2
26	Medians	2	Fayette Park	Off 500 N Broadway	0.4
27	Medians	2	Grandin Rd	Between Strathmore Rd and Eastin Rd	0.3
28	Medians	3	Grantchester St	At Dover Rd, Palmyra Ave, Woodlark Ave	0.4
29	Lot		Grinstead St	529 & 531 E Third St, 542 & 546 Grinstead St	0.3
30	Lot		Grinstead St	535 E Third St, 550 & 552 Grinstead St	0.4
31	Medians	8	Haggard Ln	turf medians between N Broadway and Radcliffe Rd	0.2
32	Medians	3	Hampton Ct	Off 455 W Third St	0.3
33	ROW		Hawthorne Ln	Behind 500 and 512 Cane Run, east side	0.1
34	ROW		Hisle Way	from Kilkenny Dr to curve, south side	0.2

## BID PACKAGE: NORTHEAST

35	ROW		Hummons Ave	All ROW on Hummons Ave (west of Elm Tree Ln)	0.2
36	Medians	7	Industry Rd	Off Winchester Rd at Eastland Dr	0.7
37	ROW		Judy Ln	Along fence and guard rail from N Broadway to 538 Judy Ln, south side	0.4
38	Medians	1	Kentucky Ct	Circle median at end of street	0.03
39	Medians	3	Mariemont Dr	Off Bryan Station Rd	0.6
40	Medians	1	Meadow Park	Off Bryan Ave	0.9
41	ROW		Midland Pl	Along the fence at 316 Nelson	0.1
42	ROW		CSX Railway 01	W Fourth St to W Fifth St	0.5
43	ROW		CSX Railway 02	W Sixth St to Bellaire Ave	1.9
44	ROW		Parkside Dr	Across from greenspace between Cabot Dr and Shandon Dr, south side	0.1
45	Medians	1	Preakness Dr	Off Strawberry Fields Rd and Bryan Station Rd	0.1
46	Medians	5	Rookwood Pkwy	Off Bryan Station Rd	0.5
47	Medians	3	Shelby St	Between Shropshire Ave and Rock Castle St	0.2
48	Medians	2	Shropshire Ave	Between E Loudon Ave and Tom Aly, between E Fifth St and E Sixth St	0.9
49	Medians	1	Sierra Dr	Off 1900 Bryan Station Rd	0.5
50	Medians	2	Strathmore Rd	Off Brookmeade Dr off Eastin Rd off Bryan Station	0.4
51	Medians	6	Transylvania Park	Rose Ln to E Maxwell St	1.6
52	Medians	4	W Loudon Ave	Newtown Pike to Russell Cave Rd	0.5
53	ROW		Ward Dr	Dead end	0.1
54	Medians	1	Warfield Pl	Off E Loudon	0.1
55	ROW		Wilgus Ave	Utility Strip	0.03
<b>NORTHEAST ROADS ACREAGE:</b>					<b>21.3</b>
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres
56	1538 ASTAIRE DR				1.7
57	1426 BRYAN AVE				0.2
58	1426 BRYAN AVE				0.0
59	1443 BRYAN AVE				0.4
60	1960 BRYAN STATION RD				5.9
61	2301 to 2313	CABOT DR			2.1
62	416 CARLISLE AVE				0.2
63	1500 CLARKSDALE CT				0.6
64	1504 CLARKSDALE CT				0.3
65	1508 CLARKSDALE CT				0.3
66	1512 and 1514	CLARKSDALE CT			0.6

### BID PACKAGE: NORTHEAST

67	642 to 650	E LOUDON AVE/MAGOFFIN ST	642 to 650 E Loudon Ave; and 816 Magoffin St	1.4
68	205	EASTIN RD		0.9
69	1436 to 1450	EDGELAWN AVE		2.5
70	1704	ELVERTON RD		1.0
71	805 and 809	FARRA CT		0.4
72	1602 and 1604	FT SUMTER DR		0.7
73	1612 and 1614	FT SUMTER DR		0.7
74	1700	FT SUMTER DR		0.3
75	1653 to 1665	GAYLE DR		1.4
76	542	GRANTCHESTER ST		0.4
77	549	GRANTCHESTER ST		0.4
78	593	HOLLOW CREEK RD		0.3
79	500	LISA DR		0.1
80	436	LOCUST AVE		0.2
81	400	MEADOW PARK		0.2
82	400	MEADOW PARK	400 MEADOW PARK (stream)	0.0
83	1846 and 1864	MILLBANK RD		1.5
84	417 to 425	MORGAN AVE		0.4
85	417 to 425	MORGAN AVE	423 MORGAN AVE (stream)	0.1
86	422 to 426	MORGAN AVE		0.3
87	422 to 426	MORGAN AVE	422 MORGAN AVE (stream)	0.1
88	133 and 137	NORTHWOOD DR		0.5
89	2025 and 2027	OLD PARIS RD		0.4
90	1651	OLD PARIS RD		0.4
91	504	PARKSIDE DR		0.3
92	2304 to 2320	SHANDON DR / PARKSIDE		1.4
93	405 and 407	SHAWNEE AVE		0.1
94	405 and 407	SHAWNEE AVE	405 and 407 SHAWNEE AVE (stream)	0.0
95	406 and 408	SHAWNEE AVE		0.2

## BID PACKAGE: NORTHEAST

96	406 and 408 SHAWNEE AVE	406 and 408 SHAWNEE AVE (stream)	0.0
97	1701 SILVER LN		0.7
98	622 SILVERLEAF CT		0.3
99	560 and 564 SOUTHRIDGE DR		0.6
100	525 to 533 THURMAN DR		0.8
101	1950 and 1954 WICKLAND DR		0.7
102	2180 CALL DR		0.1
103	2121 EXECUTIVE DR	2121 Executive Dr (string trim area behind privacy fence)	0.0
104	2121 EXECUTIVE DR		0.0
105	2120 EXECUTIVE DR		0.2
106	DARTMOOR CT	685, 689, 693, 697, 701, 705, 709 Dartmoor Ct	1.6
<b>NORTHEAST WATER QUALITY ACREAGE:</b>			<b>34.4</b>
<b>ID</b>	<b>FACILITIES</b>	<b>Description</b>	<b>Mowing Acres</b>
107	2220 Thunderstick Dr	Thunderstick Tank	1.4
108	300 and 308 Elm Tree Ln	Lyric Theater Parking Lot	0.1
<b>NORTHEAST FACILITIES ACREAGE:</b>			<b>1.5</b>
<b>BID PACKAGE NORTHEAST TOTAL ACREAGE:</b>			<b>57.2</b>

## BID PACKAGE: EAST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	8	Athens Boonesboro Rd	Between Old Richmond Rd and I-75	4.4
2	ROW		Bryant Rd	From Pleasant Ridge to trail, west side	0.4
3	Medians	1	Chelsea Woods Ct	Off Chelsea Dr off Old Todds Rd	0.04
4	Medians	4	Chelsea Woods Dr	Off Old Todds Rd	0.1
5	Lot		Chilesburg Ct	832 Chilesburg Ct	4.8
6	ROW		Chilesburg Rd	From Hays Blvd to Chilesburg Ct	3.4
7	KYTC Medians	4	Liberty Rd	Liberty Elementry to Rambling Creek Dr	0.5
8	KYTC ROW		Liberty Rd	New Circle Rd to Man O War Blvd	7.4
9	ROW		Mt. Tabor Rd	At Cedarcrest Dr	0.1
10	ROW		Old Todds Rd	Codell Dr to Cadentown Rd	3.8
11	Medians	12	Pleasant Ridge Dr	Between Colorado Rd and Brighton Place Dr	0.06
12	ROW		Pleasant Ridge Dr	along privacy fences between Timber Creek Dr and Aspen St	0.5
13	Medians	9	Polo Club Blvd	From Man O War Blvd to Winchester Rd, Deer Haven Ln to Todds Rd	5.1
14	ROW		Polo Club Blvd	From Man O War Blvd to Winchester Rd, Sweet Clover Ln to Passage Mound Way	7.0
15	Medians	3	Richmond Rd	Medians at New Circle Rd	0.1
16	ROW		Richmond Rd	Chinoe Rd to New Circle Rd	2.6
17	ROW		Richmond Rd	Behind pedestrian rail, from Man O War to Walmart entance, west side	0.3
18	KYTC Medians	9	Richmond Rd	Between New Circle Rd and Old Richmond Rd	2.4
19	KYTC ROW		Richmond Rd	At New Circle Rd	0.2
20	ROW		Robertson Ave	Along RR, corner of 399 Sherman Ave to Lincoln Ave	0.4
21	ROW		Squires Rd	Corner created by Squires Rd realignment	0.2
22	Medians	3	Starshoot Pkwy	Between Liberty Rd and Shetland Dr	0.2
23	KYTC ROW		Todds Rd	From Man O War to 4127 Todds Rd	8.0
24	KYTC Medians	5	Winchester Rd	Between I-75 and Polo Club Blvd	1.2
25	ROW		Yorkshire Blvd	Right side from Richmond Rd to Palumbo Dr	2.2
<b>EAST ROADS ACREAGE:</b>					<b>55.4</b>

**BID PACKAGE: EAST**

<b>ID</b>	<b>WQ LOTS - GREENWAYS</b>		<b>Description</b>	<b>Mowing Acres</b>
26	1050	DELAWARE AVE		1.3
27	660	EUREKA SPRINGS DR		0.8
28	352 to 354	OWSLEY AVE		0.6
29	405	PLAINVIEW RD		0.3
30	2244	BARRINGTON LN	2244 Barrington Ln (Mahala)	0.2
31	2245	BARRINGTON LN	2245 Barrington Ln (Sunningdale)	0.7
32	3333	SCOTTISH TRACE	And 3141 Cherry Meadow Path	0.4
33	3325	POLO CLUB		0.9
34	3325	POLO CLUB BLVD	At end of Sunflower St (string trim)	0.3
35	3052	BLACKFORD		0.3
36	3240	POLO CLUB BLVD	3240 Polo Club Blvd, between 3261 and 3269 Royal Troon Rd	0.2
37	3136 and 3332	SCOTTISH TRACE		0.6
<b>EAST WATER QUALITY ACREAGE:</b>				<b>6.6</b>
<b>ID</b>	<b>FACILITIES</b>		<b>Description</b>	<b>Mowing Acres</b>
38	105 Quinton Ct		Quinton Ct Storage Tank	1.3
39	2589 Winchester Rd		Winchester Pump Station	3.9
<b>EAST FACILITIES ACREAGE:</b>				<b>5.2</b>
<b>BID PACKAGE EAST TOTAL ACREAGE:</b>				<b>67.2</b>

## BID PACKAGE: WEST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	4	Alexandria Dr	In front of Gardenside Center	0.6
2	Medians	3	Beacon Hill Rd	Mason Headley Rd to Lane Allen Rd	0.6
3	Medians	2	Colonial Dr	At John Alden Ln, at Mayflower Ln	0.3
4	ROW		Colonial Dr	Off Versailles Rd, btwn 1205 and 1209	0.7
5	ROW		De Roode St	See map	7
6	ROW		Driscoll St	Off Manchester St, along the RR	0.2
7	ROW		Duntreath Dr	Mason Headley Rd to Wolf Run Dr	0.3
8	Medians	7	Georgian Way	Off Lane Allen Rd	1.1
9	ROW		Herlihy St	See map	0.4
10	ROW		Joel St	culvert at the end of the street	0.04
11	Medians	1	John Alden Ln	In front of 4157 John Alden Ln, off Colonial Dr	0.01
12	ROW		Mason Headley Rd	From Versaille Rd to The Ln, west side	0.4
13	ROW		Molloy Ave	Backs up to 1306 Versailles Rd (Recycling Complex)	0.2
14	Medians	2	Oliver Lewis Way	Between W High St and S Broadway	0.6
15	ROW		Oliver Lewis Way	See map	5.8
16	Medians	10	Oxford Cir	Off 1900 Versailles Rd	0.8
17	Medians	1	Plymouth Rock Ct	Off John Alden Ln off Colonial Dr	0.02
18	ROW		S Forbes Rd	See map	1.4
19	ROW		Scott St	Between Oliver Lewis and De Rood St, north side	0.1
20	Medians	4	Standish Way	Off Colonial Dr	0.3
21	ROW		Ty Ct	See map	0.4
22	Lot		Valley Ave	969 Valley Ave	0.1
23	ROW		Valley Ave	Between W High St and Valley Ave	0.8
24	Medians	2	Versailles Rd	Between Mason Headley and Village Dr	0.2
25	ROW		Versailles Rd	See map	0.9
26	ROW		W High St	See map	0.2
27	Medians	1	W Maxwell St	Turf median at W High St	0.1
<b>WEST ROADS ACREAGE:</b>					<b>23.6</b>
ID	WQ LOTS - GREENWAYS		Description	Mowing Acres	
28	1306 VERSAILLES RD		Between Recycling Complex and Molloy Alley	0.7	
29	257 PERRY ST			0.1	
30	258 and 262 PERRY ST			0.1	
31	878 SUMMERVILLE DR			0.2	
32	885 SUMMERVILLE DR			0.1	
33	KILRUSH DR		1107, 1111, 1115, 1119, 1123, 1127, 1131, 1135, 1139, 1143, 1147, 1151, 1155, 1159, 1163, 1167 Kilrush Dr	2.6	



**BID PACKAGE: WEST**

34	KILRUSH DR	1103, 1104, 1108 Kilrush Dr, area around SW tank	0.7
35	ROANOKE RD	1500, 1502, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1530 Roanoke Rd	2.5
36	THE LANE	1120 The Lane	0.7
37	FURLONG DR	862, 866, 870, 878, 882, 886, 890, 894, 898 Furlong Dr	2.1
38	LANE ALLEN	775, 779, 783, 787 Lane Allen Rd	1.0
39	DEAUVILLE DR	2096, 2100, 2104 Deauville Dr	1.3
40	ALONG CREEK	Along creek, between Deauville Dr and Cambridge Dr	0.5
<b>WEST WATER QUALITY ACREAGE:</b>			<b>12.7</b>
<b>ID</b>	<b>FACILITIES</b>	<b>Description</b>	<b>Mowing Acres</b>
41	1135 Harry Sykes Way	Family Care Center	4.6
42	1104 Kilrush Dr	Kilrush Dr Storage Tank (inside fence)	0.1
<b>WEST FACILITIES ACREAGE:</b>			<b>4.7</b>
<b>BID PACKAGE WEST TOTAL ACREAGE:</b>			<b>40.9</b>

## BID PACKAGE: SOUTH

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	1	Albany Rd	Triangle median at Windermere Rd	0.03
2	Medians	4	Alumni Dr	Tates Creek Rd to Buckhorn Dr	0.6
3	ROW		Alumni Dr	Tates Creek Rd to Buckhorn Dr	24.1
4	Medians	4	Appian Way	Armstrong Mill Rd to Centre Pkwy	0.2
5	ROW		Arbor Dr	Along fence line for Man O War Blvd	0.2
6	Medians	1	Armstrong Mill Rd	Btwn Appian Way and Greentree Rd	0.5
7	ROW		Armstrong Mill Rd	Kenesaw Dr to Tates Creek Rd	11.9
8	Medians	1	Bowie Dr	Off Pimlico Pkwy	0.03
9	Medians	1	Brookhill Cir	Off Brookhill Dr	0.01
10	Medians	1	Brookhill Dr	Off Lansdowne Dr	0.2
11	ROW		Buckhorn Dr	Along privacy fences, from Man O War to Deer Lake Way, south side	0.1
12	Medians	1	Camelot Dr	Off Wilson Downing Rd	0.04
13	ROW		Centre Pkwy	along 1102 Centre Pkwy and by the creek, west side	0.1
14	ROW		Chinoe Rd	Under New Circle Rd Bridge	0.5
15	ROW		Deer Lake Dr	along Man O War fence, between 1515 1553 Deer Lake Dr	0.1
16	Medians	1	Dove Run Rd	Btwn 3370 Tates Creek and Montevesta	0.03
17	Medians	1	Gainesway Dr	Off Tates Creek Rd	0.1
18	ROW		Kenesaw Dr	Along privacy fences	0.1
19	Medians	1	Lakehill Cir	Off Lakeside Dr off Alumni Dr	0.3
20	Medians	2	Lakeside Dr	Off Alumni Dr at Shadybrook Ln	0.2
21	Medians	1	Lansdowne Cir	Off Zandale Dr off Lansdowne Dr	0.1
22	Medians	23	Lansdowne Dr	Tates Creek Rd to Wilson Downing Rd	4.4
23	ROW		Lansdowne Dr	Under New Circle Rd Bridge	0.4
24	Medians	1	Lansdowne Estates	off Zandale Dr	0.1
25	Medians	2	Moundview Ct	Off Wood Valley Ct off Montavesta Rd	0.1
26	Medians	1	Mount Dr	Btwn Chinoe Rd and Montavesta Rd	0.1
27	ROW		Nicholasville Rd	Wilson Downing Rd to Brigadoon Pkwy	0.6
28	ROW		Old Mt Tabor Rd	See map	0.6
29	ROW		Pimlico Pkwy	See map	0.8
30	Medians	1	Raven Cir	Off Lansdowne Dr	0.02
31	Medians	2	Rebecca Dr	Off Tates Creek Rd	0.03
32	Medians	1	River Park Dr	Off Armstrong Mill	0.1
33	ROW		Shadybrook Ln	North side from 1861 to Lakeside Dr	0.6
34	Medians	6	Southpoint Dr	Nicholasville Rd to Graves Dr	2.1
35	Medians	1	Summit Dr	At Cooper Dr	0.2
36	Medians	19	Tates Creek Rd	Lakewood Dr to New Circle Rd	7.2
37	ROW		Tates Creek Rd	See map	1.1
38	KYTC Medians	7	Tates Creek Rd	See map	0.7
39	KYTC ROW		Tates Creek Rd	From New Circle Rd to Overbrook Farm	24.5

## BID PACKAGE: SOUTH

40	Medians	2	Valhalla Dr	Between Pimlico Pkwy and Alumni Dr	0.1
41	Medians	1	Wilson Downing Rd	Across from Temple Dr	0.4
42	ROW		Wilson Downing Rd	Nicholasville Rd to Tates Creek Rd	5.6
<b>SOUTH ROADS ACREAGE:</b>					<b>89.2</b>
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres
43	4339 BROOKRIDGE DR				0.2
44	4338 BROOKRIDGE DR				0.2
45	928 CALYPSO BREEZE DR				1.8
46	3427, 3430, 3431 COLDSTREAM CT				0.8
47	3428, 3429, 3432 CRIMSON KING CT				0.9
48	190 MANITOBA LN				0.2
49	3474 PIMLICO PKWY				7.5
50	4580 SARON DR				0.2
51	1316 TANFORAN DR				0.4
52	3837 WALHAMPTON DR				0.2
53	3833 WALHAMPTON DR				0.2
54	3541 GREENTREE RD		And 3535, 3537, 3539, 3541, 3541 Willowood Rd		1.5
55	1205 GAINESWAY DR		1205 Gainesway Dr, west side		0.3
56	1205 GAINESWAY DR		1205 Gainesway Dr, east side		0.2
<b>SOUTH WATER QUALITY ACREAGE:</b>					<b>14.5</b>
ID	FACILITIES		Description		Mowing Acres
57	3318 Buckhorn Dr		East Hickman Storage Tank		2.9
<b>SOUTH FACILITIES ACREAGE:</b>					<b>2.9</b>
<b>BID PACKAGE SOUTH TOTAL ACREAGE:</b>					<b>106.6</b>

## BID PACKAGE: SOUTHWEST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	4	Alexandria Dr	Harrodsburg Rd to Azalea Dr	0.3
2	Medians	1	Arcadia Park	Off 1700 Nicholasville Rd	0.2
3	Medians	1	Barberry Ln	At corner of Barberry Ln and Dantzler Ct	0.1
4	Medians	1	Bluebird Ln	End of Mockingbird Ln	0.01
5	Medians	1	Bucoto Ct	Off 850 S Broadway	0.01
6	Medians	3	Cherokee Park	Off 1700 Nicholasville Rd	1.8
7	Medians	2	Clays Mill Rd	At Harrodsburg Rd	0.03
8	ROW		Clays Mill Rd	Galata Dr to county line	6.9
9	Medians	2	Dantzler Ct	Elizabeth St	0.1
10	ROW		Dantzler Ct	Across from 317, backs up to 232 and 241	0.5
11	Medians	1	Dantzler Dr	At Elizabeth St	0.1
12	ROW		Eastway Dr	along 2488 Eastway Dr, between 2468 and 2492 Eastway Dr	0.1
13	Medians	1	Elam Park	Off Rosemont Garden	0.1
14	Medians	1	Floral Park	Off Elizabeth St off Waller Ave	0.03
15	Medians	3	Forest Park Rd	Off 1400 Nicholasville Rd	0.4
16	Medians	1	Goodrich Ave	Off 1900 Nicholasville Rd	0.1
17	Medians	2	Greenbriar Rd	east and west ends of cul-de-sac	0.1
18	Medians	21	Harrodsburg Rd	American Ave to New Circle Rd	2.3
19	ROW		Harrodsburg Rd	See map	1.5
20	KYTC Medians	32	Harrodsburg Rd	New Circle Rd to Brannon Rd	7.6
21	KYTC ROW		Harrodsburg Rd	New Circle Rd to Bellerive Blvd	9.4
22	ROW		Higbee Mill Rd	Clays Mill to Higbee Mill Park	0.4
23	Medians	2	Hiltonia Park	Off 1806 Nicholasville Rd by Central Baptist	0.3
24	ROW		Jesselin Dr	At Crestwood Dr	0.2
25	Medians	1	Lafayette Pkwy	Off Rosemont Garden	0.2
26	Medians	1	Malabu Ct	Off Malabu Dr off Nicholasville Rd	0.03
27	ROW		McCubbing Dr	Behind parcels 524-530	0.5
28	Medians	1	Monticello Blvd	Off Clays Mill Rd	0.1
29	ROW		Nicholasville Rd	See map	0.4
30	ROW		Old Harrodsburg Rd	See map	1.6
31	ROW		Old Higbee Mill Rd	See map	3.6
32	ROW		Pasadena Dr	along sidewalk, northwest side of RR bridge	0.1
33	Medians	1	Penmoken Park	Off 1800 Nicholasville Rd	0.1
34	Medians	4	Red Mile Rd	Versailles Rd to S Broadway	0.5
35	Medians	1	Redberry Cir	Median in cul-de-sac at end of road	0.04
36	ROW		Reserve Ct	Reserve Ct at Old Higbee Mill	0.3
37	ROW		S Broadway	At RR bridge	1.2
38	Medians	3	S Broadway Park	Off 900 S Broadway, east of Red Mile Rd	0.6

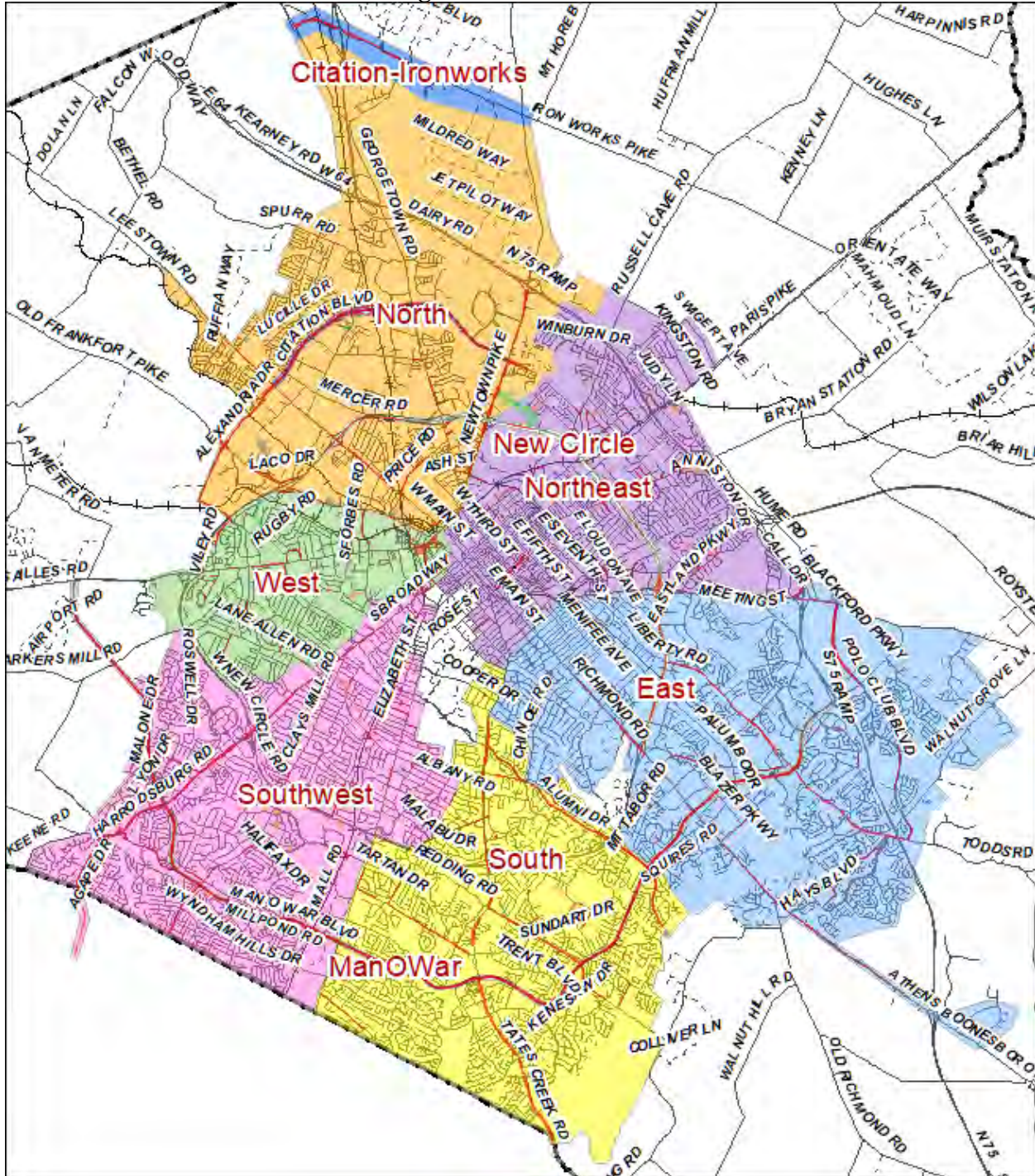
## BID PACKAGE: SOUTHWEST

39	ROW		Shady Ln	Along fence, along back side of UK Arboretum	0.2
40	Medians	1	Shaker Dr	Off 1700 Harrodsburg Rd	0.3
41	ROW		Southland Dr	At RR bridge	0.4
42	ROW		Stedman Dr	Along Stedman Dr to begining of sidewalk, northeast side	0.1
43	ROW		Stone Rd	From Clays Mill Rd to 409 Stone Rd	1.5
44	Medians	1	Sweetbriar Cir	Off Weber Way off Clays Mill Rd	0.04
45	Medians	1	Tahoma Rd	Off 1900 Nicholasville Rd	0.1
46	Medians	1	Venice Park	Off Rosemont Garden	0.03
47	ROW		Virginia Ave	All 4 corners of RR bridge, 349 Old Virginia	0.8
48	Medians	2	W Reynolds Rd	Between Nicholasville Rd and Ruffio Way	0.3
49	ROW		W Reynolds Rd	Mall Rd to Ruccio Way/Shillito Park Rd	0.1
<b>SOUTHWEST ROADS ACREAGE:</b>					<b>45.7</b>
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres
50	2848 ARK ROYAL WAY				0.2
51	3200 CLAYS MILL RD				1.9
52	1869 CLAYS MILL RD				0.5
53	1856 CLAYS MILL RD				0.3
54	305 to 313 DANTZLER CT				0.4
55	276 to 288 DERBY DR				0.7
56	244 E LOWRY LN				0.2
57	85 and 137 ELAM PARK				0.4
58	134 ELAM PARK				0.2
59	166 to 170 GOODRICH AVE				0.3
60	LAFAYETTE PKWY		Center median with stream		0.4
61	LAFAYETTE PKWY		Center median with stream		0.2
62	277 to 285 LAFAYETTE PKWY				0.6
63	565 LONE OAK DR				0.2
64	566 LONE OAK DR				0.4
65	456 PASADENA DR				0.2
66	71 to 1877 PENSACOLA DR				0.4
67	SOUTHBEND DR		Center median with stream		0.2
68	12 and 516 SOUTHBEND DR				0.4
69	84 SOUTHPORT DR				2.1
70	ZANDALE DR		Center median with stream		0.1
71	ZANDALE DR		Center median with stream		0.1
72	ZANDALE DR		Center median with stream		0.2
73	ZANDALE DR		Center median with stream		0.0
74	2125 TWAIN RIDGE DR		2125 Twain Ridge Dr and across dead end		0.1
75	3760 WINTHROP DR				0.4
<b>SOUTHWEST WATER QUALITY ACREAGE:</b>					<b>11.3</b>
<b>BID PACKAGE SOUTHWEST TOTAL ACREAGE:</b>					<b>57.0</b>

## D. MOWING MAPS

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

Figure 1 – ZONE MAP



## **E. SELECTION OF CONTRACTORS**

The selection of the mowing contractors in this 2023 mowing proposal shall be based on four criteria. Each contractor shall be evaluated for each of the nine (9) bid packages. Equipment and staffing resources shall be considered when determining the number of bid packages that contractors are awarded.

1. Cost of services	50 points
2. References and past work experience with LFUCG	25 points
3. Qualifications and staffing	12.5 points
4. Equipment	<u>12.5 points</u>
Total:	100 points

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

### **E.1 Cost of services**

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

### **E.2 References and past work experience with LFUCG**

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

### **E.3 Qualifications and staffing**

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

#### **E.4 Equipment**

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



**F. BIDDER SUBMITTAL FORMS**

**F.1 Cost of Services Submittal Form**

**F.2 References and Past Work Experience with LFUCG Submittal Form**

**F.3 Qualifications and Staffing Submittal Form**

**F.4 Equipment Submittal Form**

**F.1 COST OF SERVICES SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: Happy's General Contracting

	<u>BID PACKAGE</u>	<u>\$/ACRE FOR A SINGLE MOW**</u>
1.	Man O War	\$ <u>5740/ 70.00</u>
2.	New Circle	\$ <u>2850/ 300.00</u>
3.	Citation – Iron Works	\$ <u>6987/ 85.00</u>
4.	North	\$ <u>5822/ 85.00</u>
5.	Northeast	\$ <u>3718/ 65.00</u>
6.	East	\$ <u>4569/ 68.00</u>
7.	West	\$ <u>3681/ 90.00</u>
8.	South	\$ <u>7995/ 75.00</u>
9.	Southwest	\$ <u>4845/ 85.00</u>

**\*\* ROUND BIDS TO THE NEAREST DOLLAR.**

**F.2 REFERENCES WITH PAST WORK EXPERIENCE WITH LFUCG SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: Happy's General Contracting

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

Use multiple pages as necessary.

For each reference – include:

- a. Customer Name
- b. Best Contact Name
- c. Phone Number and/or Email
- d. Dates worked for that customer (e.g. 2019-2020)
- e. Approximate # of acres that were under that contract

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

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

**F.3 QUALIFICATIONS AND STAFFING SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: Happy's General Contracting

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

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

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

List the Traffic Control Coordinator for the project.

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

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

**F.4 EQUIPMENT SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: Happy's General Contracting

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

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

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

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

## Equipment Submittal

### A.

- 72" Exmark Lazer Z X-series Zero turn  
7 Acres per hour
- 61" Ferris IS700Z Zero turn  
5 Acres per hour
- 52" Exmark turf tracer X-Series Walk behind  
4 Acres per hour
- 30" Exmark Commercial Push mower  
1.5 Acres per hour

### B.

- String Trimmers
- 2 Stihl FS 111 Rx
- 2 Stihl FS 91 R
- 1 Shindaiwa T242

### C.

- 4 Begin Mowing signs w/stands
- 4 End Mowing signs w/stands
- 10 high visibility vest
- 4 High visibility triangles for mowers
- 15 Safety cones
- 3 Closed Discharge Guards

Past Work experiences with LFUCG  
-N/A

## Qualification and Staffing Submittal

### **Key Staff Members:**

-Charles Happy III

Years of Experience: 16 yrs

-Eric Stockton

Years of experience: 21yrs

-Joshua Clemons

Years of experience: 15yrs

-James Mayes

Years of experience: 10yrs

-Jerry Johnson

Years of experience: 6yrs

-Rodrious Douglas

Years of experience: 3yrs

-Timothy Albert

Years of experience: 5yrs

### **Average number of seasonal/Part-time Employees hired:**

3

### **Day to Day contact Person:**

Charles Happy III

859-489-1099

[Charleshappy1@gmail.com](mailto:Charleshappy1@gmail.com)

### **Traffic Control coordinator:**

Charles Happy III



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

**AFFIDAVIT**

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

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

Further, Affiant sayeth naught. Chad Happy Jr

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Charles Raymond Happy on this the 11 day of February, 2023

My Commission expires: March 12, 2025

<b>AMERAH RAYYAN</b>
Notary Public - State at Large
Kentucky
My Commission Expires Mar. 12, 2025
Notary ID KYNP25492

Amerah Rayyan  
NOTARY PUBLIC, STATE AT LARGE

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2023

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065  Fairfield OH 45018		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 800-962-7132 <b>FAX (A/C. No):</b> 800-845-3666 <b>E-MAIL ADDRESS:</b> BusinessService@LibertyMutual.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
<b>INSURED</b>  Happy's General Contracting Llc 3424 Pueblo Ct  Lexington KY 40509		<b>INSURER B:</b>  <b>INSURER C:</b>  <b>INSURER D:</b>  <b>INSURER E:</b>  <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 0008821029

REVISION NUMBER: 2016-03


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 checked="" type="checkbox"/> LOC OTHER:	X	X	BKS65605913	12/07/2022	12/07/2023	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 15,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

\*See Additional Remarks\*

**CERTIFICATE HOLDER****CANCELLATION**

LFUCG 200 E Main St.  Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Curtis Luken
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Liberty Mutual Insurance		<b>NAMED INSURED</b> Happy's General Contracting Llc	
<b>POLICY NUMBER</b> BKS65605913		3424 Pueblo Ct Lexington KY 40509	
<b>CARRIER</b> Ohio Security Insurance Company	<b>NAIC CODE</b> 24082	<b>EFFECTIVE DATE:</b> 12/07/2022	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 0025 **FORM TITLE:** 2016-03

Certificate Holder is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary and we will not ask for contribution of the Policy issued to the Additional Insured. Waiver of Subrogation applies. 30\* Day Notice of Cancellation \*10 Day Notice of Cancellation for Cancellation for Non-Payment of Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
  - (a)** Less than 52 feet long; and
  - (b)** Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
  - a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

**b.** Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to “bodily injury” or “property damage” included within the “completed operations hazard”.
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - b) The construction, erection, or removal of elevators; or
    - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person’s or organization’s status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person’s or organization’s status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any “occurrence” which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a “suit” by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
  - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to “bodily injury” or “personal and advertising injury” caused by an “employee” who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the “employee’s” job responsibilities assigned by you, includes the direct supervision of other “employees” of yours. However, none of these “employees” are insureds for “bodily injury” or “personal and advertising injury” arising out of their willful conduct, which is defined as the purposeful or willful intent to cause “bodily injury” or “personal and advertising injury”, or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your “employee”.

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of “occurrences”, offenses, claims or “suits” shall have received such notice from the agent, servant or “employee”.

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CANCELLATION PROVISIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

**SCHEDULE**

- 1. **Name:** LFUCG
- 2. **Address:** 200 E Main St.  
Lexington, KY 40507
- 3. **Number of days advance notice:** 30

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY

Name & Address To Whom Issued:

Name & Address of the Named Insured:

Registry Monitoring Insurance Services, Inc.
5388 Sterling Center Drive
Westlake Village, CA 91361

Happys General Contracting
3424 PUEBLO CT
Lexington, KY 40509
MC1354178

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Table with 6 columns: Company, Type of Insurance, Policy Number, Policy Inception, Policy Expiration, Limits of Liability. Contains multiple rows of insurance policy details.

REMARKS:

Coll/Comp Deductibles \$1000
Cargo Deductible \$1000

NAIC# 23361

Date 01/17/2023

By [Signature]
Authorized Representative

M-51.26-M

# VEHICLE(S)

<u>Year Model</u>	<u>Trade Name</u>	<u>Motor Serial No.</u> (Last 5 Digits)
2020	GMC 2500	68424



HAPPGEN-01

ABURKETT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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

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

<b>PRODUCER</b> First Insurance Group P.O. Box 845 107 Lincoln Way Bardstown, KY 40004	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(502) 348-5921</b>	FAX (A/C, No): <b>(502) 874-5916</b>
	<b>E-MAIL ADDRESS:</b> <b>info@myfirstinsurancegroup.com</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Auto-Owners Insurance Company</b>		<b>18988</b>
<b>INSURED</b>  <b>Happy's General Contracting LLC</b> <b>3424 Pueblo Court</b> <b>Lexington, KY 40509</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			<b>5432804100</b>	<b>2/17/2023</b>	<b>2/17/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>LFUCG</b> <b>200 E Main Street</b> <b>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>AUTHORIZED REPRESENTATIVE</b> 