

December 20, 2019

2019.392

Division of Purchasing
200 East Main Street
Room 338
Lexington, Kentucky 40507

Subject: Bid #132-2019 Mowing for Parks and Recreation

Dear Sir/Madam,

This submittal is provided in response to the solicitation referenced above. Brownfields is a nationally certified woman-owned business enterprise (WBE) offering a wide range of services on construction, maintenance and environmental projects. Our firm has an 18-year history of delivering innovative, economical solutions to the challenges of industry, municipalities, and the federal government.

Company Information	
Name	Brownfields Development, LLC
Corporate Address	P.O. Box 426, Prospect, KY 40059
Contact	Theresa Bascom
Contact Number	502-741-3805
Lexington Business Occupational License	15058968
Website	www.brownfieldsenv.com

Delivering client success demands more than a comprehensive array of skills and construction services. Providing real depth of service requires a broad range of expertise and resources which can be focused on any project in a very short timeframe. Our deliberate approach ensures the most qualified technical, management, and construction specialists for each project are individually selected for their unique skill sets to contribute to the success of a project.

We focus on solutions that meet our clients' technical and business goals. We strive to understand our clients' full complement of needs including the range of their project and financial parameters. With these considerations in mind, we craft defensible and permanent solutions by directing our efforts throughout the project to our clients' key issues and desired end result.

Past Performance & Experience

We have successfully completed construction projects and maintenance services at multiple facilities throughout the region for federal agencies, state and local governments, industry and private clients. Brownfields has more than 18 years of construction, demolition, and facility/grounds maintenance experience throughout Kentucky and the adjoining states.

Following are summaries describing on-going projects or recently completed by Brownfields. References, including contact information, are included with each project summary.

Mowing for Haley Pike Landfill, LFUCG, Lexington, Kentucky

<i>Project Information</i>	
Project Type	Maintenance and Mowing (On-going)
Location	Haley Pike Landfill, Lexington, Kentucky
Description	Mowing & Trimming of Approximately 480 Acres
Work Tasks	<ul style="list-style-type: none">• Heavy Equipment Mobilization• Mowing With Multiple Tractors & Batwing Mowers• Trim & Brush Cutting• Limb Removal, If Required
Date	2017 to Present
Owner/Client	Lexington Fayette Urban County Government
Contact	Richard Boone Division of Waste Management LFUCG Office - (859) 519-5981 rboone@lexingtonky.gov James McCarty Division of Waste Management LFUCG Office - (859) 539-3859 jmcarty2@lexingtonky.gov

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

<i>Project Information</i>	
Project Type	Maintenance and Mowing (On-going)

Location Lexington, Kentucky

Description Road, Land and Stream Cleanup

Work Tasks

- Heavy Equipment Mobilization
- Mowing With Multiple Tractors & Batwing Mowers
- Trim & Brush Cutting
- Limb Removal, If Required

Date 2018 to Present

Owner/Client Lexington Fayette Urban County Government

Contact John Day
Division of Environmental Services
LFUCG
Office - (859) 229-1048
jday4@lexingtonky.gov

Susan Pleuger
Division of Environmental Services
LFUCG
Office - (859) 425-2888
spleuger@lexingtonky.gov

Mowing Services, Department of Parks, Commonwealth of Kentucky

Project Information

Project Type Parks Mowing (On-going)

Location Carrollton, Kentucky

Description Mowing and Trimming Services

Work Tasks

- Equipment Mobilization
- Mowing With Multiple Zero Turn Mowers
- Tractors & Batwing Mowers
- String Trimming & Brush Cutting
- Limb Removal, If Required
- Herbicide Spraying

Date 2019. Ongoing

Owner/Client Commonwealth of Kentucky

Contact Susan Spears
General Butler State Park
Commonwealth of Kentucky
Office - (502) 732-1135
Susan.spears@ky.gov

Brian Wilson
Commonwealth of Kentucky
Office - (502) 525-1970
Brian.wilson@ky.gov

Crab Orchard National Wildlife Refuge, Marlon, Illinois

Project Information

Project Type	CERCLA Project Groundskeeping (On-going)
Location	Marion, Illinois
Description	Mowing and Clearing Services
Work Tasks	<ul style="list-style-type: none">• Equipment Mobilization• Mowing With Steep Slope Mowers• Mowing With Multiple Zero Turn Mowers• Tractors & Batwing Mowers• String Trimming & Brush Cutting• Limb Removal, If Required• Road Clearing
Date	2019. Ongoing
Owner/Client	United States Fish & Wildlife Service
Contact	Chuck Beasley Groundwater Remediation & Restoration Specialist Crab Orchard National Wildlife Refuge Office - (618) 889-6282 Chuck_beasley@fws.gov

Thoroughbred Disposal Landfill, Lexington, Kentucky

Project Information

Project Type	ROW Mowing
Location	Lexington, Kentucky
Description	Mowing ROW to Landfill
Work Tasks	<ul style="list-style-type: none">• Equipment Mobilization• Mowing with Tractors & Batwing Mowers
Date	2017 to 2019
Owner/Client	Waste Services of the Bluegrass

Contact John Elkins
Landfill Manager
Office - (859) 258-2301
johnelkins@ckylandfill.com

Commercial & Industrial Mowing, Louisville Metro, Kentucky

Project Information

Project Type Mowing and Trimming (On-going)

Location Louisville Metro Area

Description Commercial Mowing

Work Tasks

- Heavy Equipment Mobilization
- Mowing with Multiple Zero Turn Mowers
- Tractors & Bush Hogs
- String Trimming
- Brush Removal & Clearing
- Site Restoration (Seeding, Straw Cover, etc.)

Owner/Client Jim Whitlock

Contact Jim Whitlock
Louisville, Kentucky
Office - (502) 648-5332
Whitlocksrok@aol.com

Date 2016 to Present

Facility Maintenance & Remediation, Multiple Locations

Project Information

Project Type Construction & Maintenance

Location Marion, Illinois; Chautauqua, Illinois

Description SAFR Closures

Work Tasks

- Heavy Equipment Mobilization
- Mowing & Site Preparation
- Degrubbing & Brush Removal
- Excavation
- Erosion Controls
- Mechanical Soil Sieving
- Backfilling
- Slope Stabilization
- Site Grading

- Site Restoration (Seeding, Straw Cover, etc.)

Owner/Client United States Department of the Interior

Contact Mike Brickley, Division of Engineering
5600 American Blvd. West, Bloomington, MN
55437
Office - (612) 713-5258
mike_brickley@fws.gov

Date of Completion December 2018

Project Methodology & Capacity

Proper planning of field activities and communication will occur to ensure that the required resources are available to implement the scope of work and accomplish the project's objectives. We have developed a Standard Operating Procedure (SOP) which describes the requirements and procedures that must be followed by the Project Manager (PM) and assigned field staff to properly prepare for field activities. The Project Manager is ultimately responsible for the proper planning, implementation and successful completion of the project. A copy of this SOP (Preparing for Field Activities) detailing project planning and quality control procedures is attached.

Health and Safety

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

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

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

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

Project Specific Health and Safety

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

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

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

Traffic Control Measures

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

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

- Advance Warning Area - The advance warning area tells road users what to expect. TTC may be a single sign, a series of signs, or high-intensity rotating, flashing, oscillating, or strobe lights on a work vehicle. In a short-duration operation

on a low-volume, unpaved road with adequate sight distance in both directions, in which neither the work nor the traveling public creates dust clouds obscuring the work area, sufficient advance warning may be achieved with the high-intensity lights on a work vehicle. Conversely, a work operation that is not clearly visible to the traveling public and requires motorists to modify their path may require the full series of advance warning signs.

- **Transition Area** - Redirects road users out of the normal path. Light grading operations with sufficient sight distances in both directions, in which neither the work nor the traveling public creates dust clouds, may rely on high-intensity flashing lights to indicate a need for approaching motorists to leave the normal travel path. By contrast, in operations where sight distances are limited and where motorists must leave the normal travel path for significant distances, a full series of channelizing devices may be needed to delineate where motorists must leave the lane. Typically, these types of operations will also require flaggers or other means of alternating one-way lanes around the work area. This TTC may need to be installed a significant distance from the workers and equipment. Flaggers, when needed, will be properly trained and equipped with a stop-slow paddle.
- **Activity Area** - The activity area is where the work task takes place. As with paved roadways, unpaved roadways may require a number of spot maintenance activities including drainage repair and replacement, approach grading, and sign repair and replacement. For these activities, the TTC and the Traffic Control Plan (TCP) on paved and unpaved roads are interchangeable. An activity unique to unpaved roads is the process of reshaping the road surface. This is accomplished using a motor grader/ maintainer to cut the gravel surface and remove material from the surface, place the material into a berm or windrow, and then spread the material across the full width of the unpaved road.
- **Termination Area** - The termination area informs the traveling public of the end of the work zone, where motorists return to the normal driving path. As most unpaved roads are two-lane, two-way, and low-volume, the termination area will be established occasionally as needed for local conditions.

Key Personnel & Equipment

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

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

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

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

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

Richard Bascom – Project Manager/Field Superintendent. Richard possesses over 30 years of experience managing and implementing construction and maintenance projects. Areas of expertise include industrial facility maintenance, demolition of industrial facilities, pipeline installation, construction management, underground storage tank management, and large-scale excavation projects. In addition to the Field Superintendent, we anticipate using multiple laborers and equipment operators to complete the work tasks associated with this project. A summary of our proposed Field Superintendent and Equipment Operators is provided below. We have access to a full-service staff of construction and support personnel. Additional resources will be provided from other locations as needed.

Richard Bascom
Assignment
Project Manager/Field Superintendent
Education
B.S., Geology, Eastern Kentucky University
Professional Geologist, Kentucky
Training
OSHA 40 Hour HAZWOPER
Construction Supervisor
First Aid / CPR
Experience
30 years
Relevant Expertise

- Large-Scale Mowing Contracts
- Tree Removal & Site Preparation
- Facility Maintenance

Forrest Stevens
Assignment
Field Superintendent
Training
Construction Supervisor
Experience
8 years
Relevant Expertise

- Commercial/Industrial Mowing
- Excavation
- General Construction
- Site Preparation
- Facility Maintenance
- Tree Removal

Dustin Smith
Assignment
Field Superintendent
Training
Construction Supervisor
Experience
15 years
Relevant Expertise

- Commercial/Industrial Mowing
- General Construction
- Excavation
- Site Preparation
- Tree Removal
- Facility Maintenance

Brownfields typically employs up to ten seasonal or part time employees during the mowing season. The seasonal or part time employees are trained in the proper and safe use of mowing equipment including zero turn mowers, tractors with bush hog attachments, string trimmers, chain saws, edgers, etc.

Equipment

A list of equipment designated for use on this contract is provided in Table 1.

Table 1. List of Equipment

Item	Make	Model
Chainsaw	Stihl	MS271
Chainsaw	Stihl	MS271
Chainsaw	Homelite	Ranger
Mower	Bush Hog	RDTH 72
Mower	Hustler	Super Z Hyperdrive
Mower	Hustler	Super Z
Mower	Hustler	Super Z
Mower	John Deer	HX15
Mower	Woods	3240
Mower	Woods	3240
Mower	TORO	SS5000
Pickup Truck	Ford	F-150
Pickup Truck	Ford	F-350
Tractor	John Deer	6140R
Tractor	John Deer	6420
Tractor	Ford	2600
Trailer - Utility	Gatormade	18'
Trailer - Equipment	Gatormade	21'
Trailer - Tandem Dump	Gatormade	14'
Trimmer	Stihl	FS70R
Trimmer	Stihl	FS70R
Trimmer	Stihl	FS111
Trimmer	Stihl	FS94R
Trimmer	Stihl	FS94R
Trimmer	Stihl	KM111R
Edger	Stihl	FC96
Edger	Stihl	FC56

In addition, Brownfields maintains active accounts with most of the major equipment rental companies throughout the state. These include Sunbelt, Art's Rental, United Rental, HERC and Wayne Supply. Equipment will be pulled from either our yard or the

rental location nearest the work site. Brownfields will work with the LFUCG to identify locations in Lexington that would be advantageous for storing equipment and materials frequently needed. Temporary storage areas will help to reduce mobilization costs and promote more timely response times.

MBE Participation

As a woman-owned business enterprise, Brownfields supports initiatives of local and state government, we endeavor to incorporate MBE and WBE participation goals in our contracting opportunities. Brownfields has a long history of partnering with disadvantaged businesses by providing opportunities to expand their business boundaries where opportunities are available.

Affirmative Action Plan

Brownfields will administer its personnel policies and conduct its employment practices in a manner that treats each employee and applicant for employment on the basis of merit and experience, without regard to race, color, religion, sex, national origin, age, physical disabilities, or veteran status. Brownfields expressly prohibits any form of discrimination based on race, color, religion, sex, national origin, age, sexual orientation, disability, status as a Vietnam-era or special disabled veteran, or status in any group protected by state or local law. Brownfields also complies with applicable state and local laws governing non-discrimination in employment in every location in which the company performs work.

To ensure compliance, Brownfields includes this information in its employee handbook (each employee receives a copy), as well as in its new employee orientation program, its supervisory/management training, and in other related company communications.

Again, we thank you for the opportunity to respond to this solicitation. We would very much like to assist the LFUCG on this project and we believe that our technical expertise and proven track record qualifies us to complete this project within the requirements outlined by the RFP. Should you have any questions or need additional information, please feel free to call Richard Bascom at (502) 974-2240 or contact him by email at rbascom@brownfieldsenv.com.

Sincerely,
Brownfields



Richard B. Bascom, P.G.
Project Manager

Attachments

- NWBOC Certificate
- Certificate of Insurance

File: Bascom.2019.392.LFUCG.132-2019



RCW183554

CERTIFICATION NUMBER

01/14/20

EXPIRES ON

Certifies that:

Brownfields Development, LLC

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

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

PHYLLIS HILL SLATER
Board Chair, NWBOC

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

NAICS Code(s)

01/15/19

Date

WWW.NWBOC.ORG

INFO @ NWBOC.ORG | 800-794-6140 | 1111 East Cumberland Ave, Suite 200, Tampa, Florida 33602

TAMPERSING OR ALTERING THIS CERTIFICATE IS IN THE DISCRESSION OF NWBOC. ACCOUNTS FOR TERMINATION OF CERTIFICATION

**COMMONWEALTH OF KENTUCKY
WORKERS' COMPENSATION NOTICE**

*Employees of this business are covered by the Kentucky Workers' Compensation Act
(KRS Chapter 342) Conspicuous Posting of this Notice is required by law*

00034
Brownfields Development LLC
Brownfields Environmental Consulting
PO Box 426
Prospect, KY 40059

Policy Number: 417892
Effective: 10/01/2019-10/01/2020

Brownfields Development LLC DBA Brownfields Environmental Consulting
Location Name: Brownfields Development LLC
Workers' Compensation Carrier: Kentucky Employers' Mutual Insurance
250 W Main St Lexington, KY 40507
Contact KEMI Center for Assistance: 1-800-868-4553 or 1-859-425-7800

REPORT AN INJURY

EMPLOYEES: If injured, notify your supervisor immediately: when possible, notice should be in writing. Failure to notify your supervisor could result in denial of benefits. Obtain medical care. Your employer must pay for all necessary medical care to treat a workplace injury. The employee may select the physician or medical facility to render care. If the employer is enrolled in an approved Managed Care Plan, employee selection of physicians is limited to the Approved Provider Network, except in certain emergencies. For injuries requiring continuing care, the employee must designate a treating physician. A form to do so will be furnished by your employer or its insurance carrier.

This employer is participating in a Managed Care Plan for medical care. The Managed Care Plan is Bluegrass Health Network. For information call 1-800-868-4553 or 1-859-425-7800.

DISABILITY BENEFITS to replace wages lost due to a workplace injury are payable under the Workers' Compensation Act after seven (7) days of disability. A Claim must be filed with the Office of Workers' Claims within two years of the date of injury, or last payment of temporary total disability benefits.

NEED ASSISTANCE?

Contact your employer's claim representative. If your questions about workers' compensation rights are not promptly answered, call The Kentucky Office of Workers' Claims at 1-800-554-8601 to speak to an Ombudsman or Workers' Compensation Specialist.

EMPLOYER SUPERVISORS - NOTIFY MANAGEMENT IMMEDIATELY OF ALL INJURIES SO THAT TIMELY REPORTS CAN BE MADE AS REQUIRED BY LAW.





Coverage Part Declarations

Policy Number: FEI-ECC-12820-06
Renewal Of: FEI-ECC-12820-05

Coverage Parts Attached (indicated with "X"):

Coverage Part		Policy Type
X	Commercial General Liability	Occurrence Form
X	Contractors Pollution Liability	Occurrence Form
X	Professional Liability	Claims Made Form

Limits of Insurance:

Regardless of the number of Coverage Parts written under this policy or applicable to any one *Occurrence, Claim, Wrongful Act or Pollution Condition*, the Limits of Insurance shown below apply once for the entire policy, and not separately for each Coverage Part.

Applicable to Commercial General Liability Coverage Parts Only:

\$2,000,000 Personal and Advertising Injury Limit
 \$2,000,000 Damages Limit for Each Occurrence of Claim
 \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations)
 \$2,000,000 Products-Completed Operations Aggregate Limit
 \$50,000 Fire Damage Limit (Any one Fire)
 \$5,000 Medical Expense Limit (Any One Person)

Applicable to Contractors Pollution Liability Coverage Parts Only:

\$2,000,000 Damage Limit for Each Occurrence, Claim, or Pollution Condition Claims
 \$2,000,000 Claims Expense Limit for Each Claim
 \$2,000,000 General Aggregate Limit
 \$2,000,000 Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:

\$2,000,000 Damages Limit for Each Occurrence, Wrongful Act, or Claim
 \$1,000,000 Claims Expense Limit for Each Claim
 \$2,000,000 General Aggregate Limit
 \$2,000,000 Claims Expense Aggregate Limit

Deductible/SIR:

Coverage	Amount	Type
Commercial General Liability	\$2,500	Per Occurrence Deductible
Contractors Pollution Liability	\$2,500	Per Pollution Condition Deductible
Professional Liability	\$2,500	Per Wrongful Act Deductible

Retroactive Dates:

Coverage	Retroactive Date
Commercial General Liability	Not Applicable
Contractors Pollution Liability	Not Applicable
Professional Liability	2/2/2006

Premium Schedule:

Estimated Annual Gross Receipts:	\$250,000	Rate:	Flat
Policy Period Minimum Earned Premium:	\$980	Minimum & Deposit Premium:	\$3,920

Form of Business:

Corporation	Joint Venture	Individual	Partnership	X LLC	Other
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This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

KY Surcharge: \$78.66
 Municipal Tax: \$305.90
 Collection Fee: \$45.89
 Surplus Lines Tax: \$131.10



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: FEI-ECC-12820-06

SCHEDULE

The following forms and endorsements are made part of this policy:

JA1001 1016	Signature Page
CG 00 01 12 04	Commercial General Liability Coverage - Occurrence Form
ECC-311-0712	Contractors Pollution Liability Form Occurrence
ECC-1313-0118	Professional Liability Form Claims Made
ECC-1315-0118	Common Policy Conditions
ECC-1316-0118	Nuclear Energy Liability Exclusion
ECC-317-0712	Deductible Liability Insurance Endorsement
ECC-1322-0118	Claims Notice Document
ECC-1327-0118	Minimum Premium Endorsement
ECC-319-0712	Automatic Additional Insured Owners, Lessees, or Contractors (This endorsement does not apply to the Professional Liability Coverage Part).
ECC-320-0712	Automatic Waiver of Subrogation (This endorsement does not apply to the Professional Liability Coverage Part)
CG 22 43 01 96	Exclusion - Engineers, Architects or Surveyors
CG 21 07 05 14	Exclusion - Access or Disclosure of Data
PN-0001 00107	OFAC
PN-0002-1215	Trade or Economic Sanctions Endorsement
ECC-1547-0118	Mold Deductible Endorsement
ECC-353-0217	Hired and Non-Owned Auto Liability \$1M
ECC-548-0317	Blanket Primary and Non-Contributory Endorsement
ECC-569B-0712	Blanket Non-Owned Disposal Site Endorsement
ECC-454-1016	Transportation Pollution Liability Endorsement
CG 21 90 01 06	Exclusion of Terrorism
ECC-453-0712	Schedule of Named Insureds
ECC-1574-0118	Technology Based Services Coverage Endorsement
ECC-1326-0118	Service of Suit
Kentucky Notice	Kentucky State Surplus Lines Notice Attachment



Signature Page

This endorsement, effective 2/2/2019, attaches to and forms a part of Policy Number FEI-ECC-12820-06. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN WITNESS WHEREOF, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to read "D J A M..." with a stylized flourish at the end.

Secretary

A handwritten signature in black ink that reads "Scott R Bauchman".

President and CEO

SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST
3426 TORINGDON WAY, CHARLOTTE, NC 28277

COMMERCIAL POLICY COMMON DECLARATION

Named Insured and Address BROWNFIELDS DEVELOPMENT LLC DBA BROWNFIELDS ENVIRONMENTAL CONSULTING PO BOX 426 PROSPECT, KY 40059-0426	Policy Period From: FEBRUARY 25, 2019 To: FEBRUARY 25, 2020 12:01 A.M. Standard Time At Location of Designated Premises. Producer Number: 00-16003-00000
Named Insured is: LTD LIABILITY	

Producer:

INSURAMAX INC
KENTUCKY

Schedule of Coverage
COMMERCIAL INLAND MARINE COVERAGE

PREMIUM INCLUDES	KY STATE SURCHARGE	\$14.47
	KY CITY/COUNTY TAX	\$63.43

PREMIUM INCLUDES	TERRORISM - CERTIFIED ACTS	\$16.00
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In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

PAYMENT METHOD	Total Policy Premium	\$881.90
D/B - 1		
	(This premium may be subject to adjustment.)	

Date Issued: JANUARY 2, 2019
 Issuing Office: SERVICE CENTER

Authorized Representative _____

1000ZFS 2096724894



COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: **FEBRUARY 25, 2019** Schedule Effective Date: **FEBRUARY 25, 2019**

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

- IL 70 25 1189 COMMERCIAL POLICY COMMON DECLARATION
- IL 00 03 0908 CALCULATION OF PREMIUM
- IL 00 17 1198 COMMON POLICY CONDITIONS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:

- CM 70 71 0794 COMMERCIAL INLAND MARINE DECLARATIONS
- CM 70 96A 0792 CONTRACTORS EQUIPMENT COVERAGE
- CM 70 98A 0792 MISCELLANEOUS PROPERTY COVERAGE
- CM 00 01 0904 COMMERCIAL IM CONDITIONS
- CM 01 41 0900 KENTUCKY CHANGES
- CM 70 97 0312 CONTRACTORS EQUIPMENT COVERAGE FORM
- CM 70 99 1191 MISCELLANEOUS PROPERTY COVERAGE
- CM 71 15 0312 CONTRACTORS EQUIPMENT LEASED/RENTED
- CM 71 50 0694 LOSS PAYEES SCHEDULE
- CM 72 00 0112 LIBERALIZATION
- IL 02 63 0908 KENTUCKY CHANGES-CANC AND NONRENEWAL
- IL 09 52 0115 CAP ON LOSS FROM CERT ACTS OF TERRORISM
- IL 09 85A 0115 DISCL PURSUANT TO TERR RISK INS ACT

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

1000ZFS 2096724665



**DISCLOSURE PURSUANT TO TERRORISM RISK
INSURANCE ACT**

POLICY NUMBER: S 2096724

IL 09 85 01 15

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SCHEDULE

SCHEDULE — PART I

Terrorism Premium (Certified Acts) \$16.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

INLAND MARINE COVERAGE PART

Additional information, if any, concerning the terrorism premium:

SCHEDULE — PART II

Federal share of terrorism losses 81% Year: 2019

(Refer to Paragraph B. In this endorsement.)

Federal share of terrorism losses 80% Year: 2020

(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

10002FS 2096724886





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: December 2, 2019

INVITATION TO BID #132-2019 Mowing for Parks and Recreation

Bid Opening Date: December 20, 2019 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **12/20/2019**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations, Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met <i>and submitted.</i>	<p>Check One: <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized attached to bid proposal</i></p>	<p>Proposed Delivery: <u>15</u> days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		

Submitted by: Brownfields
Firm Name
PO Box 426
Address
Prospect
City, State & Zip

Bid must be signed:
(original signature) *[Signature]* **Signature of Authorized Company Representative – Title**

Richard Bascom
Representative's Name (Typed or printed)
502-474-2240
Area Code - Phone - Extension Fax #
r.bascom@brownfieldsenv.com
E-Mail Address



ADDENDUM #1

Bid Number: **#132-2019**

Date: December 10, 2019

Subject: **Mowing for Parks and Recreation**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Ionwave Online Q&A:

Q: Is it possible to see the previous pricing for prior contracts?
A: Yes.

2. Prior contract pricing 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: Brownfields Development, LLC

ADDRESS: P.O. Box 426, Prospect, KY 40059

SIGNATURE OF BIDDER:





ADDENDUM #2

Bid Number: #132-2019

Date: December 12, 2019

Subject: Mowing for Parks and Recreation

**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 Sheets' column headers Mowing Cost / 1000 Feet should read Mowing Cost / 1000 Square Feet.

2. **Bidder Q&A:**

Q: To get the Mowing Cost per 1000 square feet, do we total all three columns (mowing, string trimming cost and edging cost)?

A: The unit cost for Mowing Cost per 1000 square feet is for mowing only.

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: Brownfields Development, LLC

ADDRESS: P.O. Box 426, Prospect, KY 40059

SIGNATURE OF BIDDER:



**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Required:

All costs shall be filled in otherwise that District is invalid.

Please total each column and then total the three columns

Cardinal Run District		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
1	Addison Park	1150 Garrison Ave.	7.290	54,883.20	255.00	25.50	28.05	0.80
2	Beaumont Park	2034 Williamsburg Rd.	8.430	1,947.67	295.00	29.50	32.45	0.80
3	Beaumont Preserve	2020 Allengheny Way	4.950	35,203.53	173.00	17.30	19.03	0.80
4	Burley Park	301 Burley Ave.	0.130	5,977.21	50.00	5.00	5.50	8.83
5	Cardinal Run South	2000 Parkers Mill Rd.	25.900	294,861.97	907.00	90.70	99.77	0.80
6	Cross Keys Park	1240 Cross Keys Rd.	3.540	22,452.12	124.00	12.40	13.64	0.80
7	Gardenside Park	1835 Yorktown Rd.	3.260	25,573.84	114.00	11.40	12.54	0.80
8	Lou Johnson Park	190 Prall St.	1.130	15,915.16	50.00	5.00	5.50	1.02
9	Pine Meadows Park	1631 Tazwell Dr.	2.060	11,735.02	72.00	7.20	7.92	0.80
10	Preston Springs Park	1937 Dunkirk Dr.	0.820	232.00	50.00	5.00	5.50	1.40
11	Valley Park	2077 Cambridge Dr.	13.320	119,738.44	466.00	46.60	51.26	0.80
12	Wolf Run Park	1616 Maywick View Ln.	9.790	36,408.79	343.00	34.30	37.73	0.80
A	Mason Headley - ROW	Picadome Golf Course	1.170	0.00	175.00	26.25	19.25	3.43
Totals			81.790	624,928.95	3074.00	316.15	338.14	0.86
					Total all 3 columns			
					3728.29			

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Douglas District - A		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
1	Brucetown Park	770 Florida St.	0.310	4,391.35	50.00	20.00	20.00	3.70
2	Carver Art Center	522 Patterson St.	0.620	33,782.90	75.00	25.00	23.00	2.78
4	Coolavin Park	550 W. Sixth St.	13.420	83,843.93	470.00	50.00	50.00	0.80
5	Douglass Park	728 Georgetown St.	22.630	212,067.00	792.00	60.00	60.00	0.80
6	Dunbar Center	545 N. Upper St.	0.290	40,924.94	50.00	20.00	20.00	3.96
7	Duncan Park	530 N. Limestone	3.560	57,055.55	125.00	40.00	40.00	0.81
8	Thompson Road Park	319 Thompson Rd.	0.05	2,356.53	50.00	15.00	15.00	22.96
9	Whitney Young Park	1003 St. Martins Ave.	9.060	35,146.72	317.00	50.00	50.00	0.80
Totals			49.940	469,578.92	1929.00	280.00	278.00	0.89
					Total all 3 columns			
					2487.00			

Douglas District - B		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
1	Constitution Park	1970 Old Paris Rd.	17.520	174,307.48	613.00	50.00	50.00	0.80
2	Elkhorn Park	444 Cane Run Rd.	6.110	5,493.00	214.00	21.00	23.00	0.80
3	Green Acres Park	1560 LaSalle Rd.	4.900	28,180.13	172.00	20.00	21.00	0.81
4	Marlboro Park	561 Benton Rd.	8.070	40,204.78	282.00	28.00	31.00	0.80
5	Martin Luther King Park	1625 McCullough Dr.	20.030	116,858.16	701.00	70.00	77.00	0.80
6	Mary Todd Park	525 Rogers Rd.	13.730	91,565.86	481.00	48.00	53.00	0.80
Totals			70.360	456,609.41	2463.00	237.00	255.00	0.80
					Total all 3 columns			
					2,955.000			

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Downtown District		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
1	Charles Young Park	215 Midland Ave.	2.910	36,461.38	105.00	30.00	30.00	0.83
2	Graiz Park	250 W. Third St.	1.470	11,179.15	60.00	20.00	20.00	0.94
3	Issac Murphy Memorial	Ga 577 E. Third St	0.260	11,814.69	50.00	20.00	20.00	4.41
4	Northeastern Park	140 Northeastern Ave.	0.650	3,007.67	75.00	25.00	25.00	2.65
5	Phoenix Park	100 East Main St	0.130	22,831.64	50.00	15.00	15.00	8.83
6	Thoroughbred Park	121 Midland Ave.	2.230	51,243.93	80.00	30.00	30.00	0.82
Totals			7.650	136,538.46	420.00	140.00	140.00	1.26
					Total all 3 columns			

Jacobson District		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
1	Idle Hour Park and Center	212 St Ann Drive	17.180	185,003.26	601.00	60.00	60.00	0.80
2	Liberty Park	2515 Liberty Rd.	7.260	106,301.81	254.00	45.00	45.00	0.80
3	Mapleleaf Forest Park	3161 Mapleleaf Dr.	2.810	4,421.12	100.00	30.00	30.00	0.82
4	Mt. Tabor Park	550 Elk Lake Dr.	11.230	80,384.07	393.00	50.00	50.00	0.80
5	Pleasant Ridge Park	1350 Pleasant Ridge Dr	11.000	28,119.76	385.00	50.00	50.00	0.80
6	Woodhill Park	457 Larkwood Dr.	9.560	36,419.50	335.00	45.00	45.00	0.80
Totals			59.040	440,649.52	2068.00	280.00	280.00	0.80
					Total all 3 columns			

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Masterson District		Park Name	Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
1	Highlands Park	1991 Mark Ave.	8.450	47,755.55	296.00	45.00	55.00	0.80	
2	Meadowthorpe Park	333 Larch Ln.	3.090	58,225.55	110.00	32.00	35.00	0.82	
3	Oakwood Park	1050 Briarwood Dr.	6.460	23,076.58	226.00	42.00	42.00	0.80	
4	Speigle Heights Park	424 Speigle St.	1.070	10,783.96	50.00	22.00	22.00	1.07	
5	Boston Rd Trail		0.460	16,075.74	50.00	20.00	30.00	2.50	
6	Brighton East Trail		3.250	97,374.03	114.00	40.00	75.00	0.81	
7	Glen Lochdale Trail		6.660	36,371.39	233.00	40.00	85.00	0.80	
8	Leesway Trail		1.370	9,499.29	55.00	20.00	35.00	0.92	
9	Legacy Trail		11.910	31,602.00	417.00	50.00	150.00	0.80	
10	Town Branch Trail		11.010	97,241.34	385.00	50.00	150.00	0.80	
11	Squires Trail		2.810	87,723.95	100.00	32.00	55.00	0.82	
12	Waveland Rd Trail		0.590	24,751.12	50.00	20.00	40.00	1.95	
Totals				57.130	540,480.50	2086.00	413.00	774.00	0.84
						Total all 3 columns	3273.00		

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Northbase District - A		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
1	Bell House	545 Sayer Ave	3.30	19,828.67	116.00	45.00	55.00	0.81
2	Castlewood Park	201 Castlewood Dr.	27.65	150,008.47	967.00	80.00	80.00	0.80
4	Dixie Park	1850 Eastland Pkwy.	7.29	24,385.90	255.00	42.00	42.00	0.80
5	Eastland Park	729 Roland Ave	0.75	0.00	50.00	20.00	20.00	1.53
7	Johnson Heights Park	846 Johnsdale Dr.	8.25	6,751.20	289.00	45.00	45.00	0.80
8	Kenawood Park	612 Bryanwood Pkwy.	6.84	48,532.95	240.00	40.00	75.00	0.81
Totals			54.08	249,508.19	1917.00	272.00	317.00	0.81
					Total all 3 columns			

Northbase District - B		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
3	Clay's Spring Park	200 Clinton Rd.	1.10	1,058.39	50.00	20.00	20.00	1.04
6	Ecton Park	956 Turkey Foot Rd.	7.70	69,816.67	270.00	60.00	60.00	0.80
9	Kenwick Park & Com. Cent	312 Owsley Ave	0.17	9,419.66	50.00	25.00	30.00	6.75
10	Lakeview Park	350 Lakeshore Dr.	2.98	22,502.64	104.00	25.00	40.00	0.80
11	Lansdowne-Merrick Park	3190 Montia Vesta Dr.	21.05	107,076.63	737.00	50.00	62.00	0.80
12	Woodland Park	601 E. High St	14.16	124,145.44	496.00	60.00	75.00	0.80
13	Zandale Park	750 Zandale Dr.	2.03	1,879.35	70.00	20.00	22.00	0.79
Totals			49.19	335,898.78	1777.00	260.00	309.00	0.83
					Total all 3 columns			

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Shillito District - A		Park Name	Location	Mowable Acres	Square Feet		Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
					Hardscapes					
1	Dogwood Trace Park	2393 Dogwood Trace	8.370	34,154.12		293.00	50.00	50.00	0.80	
2	Harrods Hill Park	3308 Ridge Cane Rd.	11.370	43,657.28		398.00	60.00	60.00	0.80	
3	Higbee Mill Park	1421 Higbee Mill Rd.	7.610	33,641.69		266.00	45.00	45.00	0.80	
4	Stonewall Park	3205 Cornwall Dr	1.440	9,795.69		60.00	25.00	30.00	0.96	
5	Waverly Park	4244 Southmoor Park	9.550	66,414.05		334.00	50.00	62.00	0.80	
6	Wellington Park	565 Wellington Way	21.900	131,432.17		767.00	60.00	75.00	0.80	
7	Moon Dance	1152 Monanch St.	1.161	15,747.65		50.00	25.00	38.00	0.99	
Totals				61.401	334,842.65	2168.00	315.00	360.00	0.81	
						Total all 3 columns		2843.00		

Shillito District - B		Park Name	Location	Mowable Acres	Square Feet		Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
					Hardscapes					
1	Elizabeth St. Park	1420 Elizabeth St.	2.610	13,342.77		91.00	50.00	50.00	0.80	
2	Garden Springs Park	2005 Dogwood Dr.	7.900	31,274.16		277.00	50.00	50.00	0.80	
3	Hill-N-Dale Park	2351 Maplewood Dr.	1.660	10,809.23		60.00	35.00	35.00	0.83	
4	Kirklevington Park	396 Redding Rd.	34.800	149,509.69		1218.00	75.00	90.00	0.80	
5	Southland Park	625 Hill-N-Dale Rd.	11.570	151,691.77		405.00	70.00	70.00	0.80	
6	Wildwood Park	3434 Greenlawn Dr.	4.160	8,215.40		146.00	35.00	30.00	0.81	
Totals				62.700	364,843.02	2197.00	315.00	325.00	0.80	
						Total all 3 columns		2837.00		

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Veterans District		Location	Mowable Acres	Square Feet Hardscapes	Mowing cost / park	String Trimming: cost / park	Edging cost / park	Mowing cost / 1000 Feet
Park Name								
1	Armstrong Mill	1301 Armstrong Mill Rd.	5.170	14,954.40	181.00	30.00	25.00	0.80
2	Belleau Woods Park	3770 Forest Green Dr.	13.870	41,431.25	464.00	50.00	25.00	0.77
3	Berry Hill Park	3489 Buckhorn Dr.	6.780	77,302.11	273.00	40.00	25.00	0.92
4	Donaldson Park	9790 Tates Creek Rd.	0.360	5,495.53	50.00	5.00	0.00	3.19
5	Gainesway Park	3495 Appian Way	13.490	94,742.42	472.00	50.00	25.00	0.80
6	Hartland Park	3701 Kenesaw Dr.	15.320	30,571.10	536.00	70.00	25.00	0.80
7	Meadowbrook Park	372 Harvard Lane	4.380	49,150.31	153.00	30.00	25.00	0.80
8	River Hill Park	380 Crosby Dr.	10.800	72,515.51	378.00	40.00	25.00	0.80
9	Southpoint Park	4496 Graves Dr.	3.100	24,199.32	109.00	30.00	25.00	0.81
Totals			73.270	410,361.95	2616.00	345.00	200.00	0.82
					Total all 3 columns 3161.00			

Bush Hog		Location	Bush Hog Acres	Mowing cost / park
Park Name				
1	Beaumont Preserve	2020 Allengheny Way	9.420	250.00
2	Liberty Park	2515 Liberty Rd.	22.010	550.00
Total			31.430	800.00

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

AFFIDAVIT

Comes the Affiant, Richard Bascom and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Richard Bascom and he/she is the individual submitting the bid or is the authorized representative of Brownfields Development, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of 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

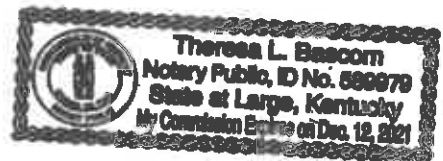
Kentucky

COUNTY OF

The foregoing instrument was subscribed, sworn to and acknowledged before me by Richard Bascom on this the 20th day of December, 2019

My Commission expires:

12/12/2021



Theresa L. Bascom
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of 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 or all parts to one vendor.
- 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 marked on the face of the envelope:

"Bid on #132-2019 Mowing for Parks and Recreation"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- 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 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional three (3) 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)**
 - () 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.
 - (XXX) 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

Brownfields Development, LLC
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Brownfields Development, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														
Professionals		3															
Superintendents		1															
Supervisors																	
Foremen																	
Technicians			1											1			
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc		3															
Total:		7	2											1			

Prepared by: Richard Bascom, Member Date: 12/20/19
 (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

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
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 defined 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>)

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



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 132-2019

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.				
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.

Brownfields Development, LLC Richard Bascom
 Company Company Representative
12/20/19 Member
 Date Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 132-2019

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. Brownfields Development Richard Bascom P.O. Box 426 Prospect, KY 40059 502-741-3805	WBE	All		100%
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.

Brownfields Development, LLC
Company

Richard Bascom
Company Representative

12/20/19
Date

Member
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 132-2019

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Brownfields Development, LLC

Company

12/20/19

Date

Richard Bascom

Company Representative

Member

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 132-2019

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Brownfields Development LLC</u>	Contact Person <u>Richard Bascom</u>
Address/Phone/Email <u>P.O. Box 426 Prospect, KY 40059</u> <u>502-974-2240</u> <u>rbascom@brownfieldsenv.com</u>	Bid Package / Bid Date <u>132-2019</u> <u>12/20/19</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Brownfields Development, LLC

Company

12/20/19
Date

Richard Bascom

Company Representative

Member
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 132-2019
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. 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.

Brownfields Development, LLC Richard Gascom
 Company Company Representative
12/20/19 Member
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 132-2019

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 MWBDE 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 MWBDE 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.

Brownfields Development, LLC

Company

Date

12/20/19

Richard Bascom

Company Representative

Title

Member

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
SPECIFICATIONS FOR 2020 MOWING CONTRACT
FOR PARKS AND TRAILS**

1.0 ADMINISTRATIVE

- 1.1 This 2020 mowing proposal is based on mowable acres per park and trail. Parks and Recreation reserves the right to add or remove acreages to any park, trail, or public lands within Fayette County to help full fill requirements of the Parks Master Plan.
- 1.2 The mowing season is expected to begin in April and continue through the month of October. However, these dates may be altered at the discretion of the Division of Parks and Recreation.
- 1.3 This agreement shall be for a period of one year with an option to renew for three one year renewals if mutually agreed upon by both parties.
- 1.4 Bidder shall include with his/her proposal a complete description of services provided by his/her firm and a listing of customers currently served by the bidder. See contractor selection process criteria for details of the required material.
- 1.5 This contract may not be sub-contracted in whole or in part without approval of the Lexington-Fayette Urban County Government. 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. A copy of any sub-contract shall be submitted, prior to its execution, to the Lexington-Fayette Urban County Government for approval.
- 1.6 The Contractor hereby agrees to indemnify and hold harmless the Lexington-Fayette Urban County Government, its employees and agents from any claims or demands whatsoever arising from the contractor's performance under this contract.
- 1.7 The Contractor hereby acknowledges responsibility for any loss or damage to property owned by the LFUCG or private property caused by the contractor's employees or agents. The Contractor shall keep in force at all times liability insurance in amounts specified herein. Contractor shall replace or repair property at his own cost and expense in like kind and condition at the direction of the Division of Parks and Recreation. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the Lexington-Fayette Urban County Government 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.
- 1.8 In the event trees or shrubs are hit or damaged by mowing operations, an arborist from LFUCG will determine the health of the tree or shrub. Should the arborist determine the tree or shrub is damaged beyond repair the Contractor shall be charged for the replacement value; labor cost for removal and installation; and cost of the trees or shrubs. If the mowing contractor selects a second party such as a nursery to do the

complete replacement of the damage tree or shrub they must be approved by the Division of Parks and Recreation.

- 1.9 This contract may be canceled 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 the LFUCG should be sent to the Division of Central Purchasing.
- 1.10 The Lexington-Fayette Urban County Government may cancel this contract without notice if the contractor fails to perform the services herein. In the event of such cancellation, the LFUCG may make arrangements as it deems necessary to secure the services specified.
- 1.11 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.
- 1.12 LFUCG reserves the right to select from the current list of mowing contractors during the contract period to bid on new properties requiring maintenance by LFUCG.
- 1.13 The selected contractor / bidder shall allow personnel from the Division of Parks and Recreation and Division of Central Purchasing to inspect the Contractor's equipment 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 Parks and Recreation and the Division of Central Purchasing substantiates that the Contractor's equipment does not meet the specification requirements, that Contractor will be eliminated from the bidding process. See contractor selection process criteria for details of the required material.
- 1.14 The inspection of equipment and experience of the bidder, previous experience in past mowing contracts with LFUCG, contact with references provided by the bidder, and total cost of the work being bid, will all be factored into the selection of a contractor. See contractor selection process criteria for details of the required material.
- 1.15 The Division of Parks and Recreation stipulates that the acreages and the square footage of hardscapes specified in the bid mowing packages for this mowing contract will be considered as an approximate measurements. This information was gathered and calculated from using polygons with ArcGIS geographic program. Therefore, it shall be the responsibility of the Contractor to review each location and confirm its specified acreage and square footage before submitting a bid. Maps are provided with this bid.
- 1.16 Parks and Recreation shall require a weekly mowing schedule during the mowing season. The weekly mowing schedule shall be submitted on Friday morning prior to the upcoming week of mowing. Failure to provide a weekly mowing schedule on a weekly basis and daily mowing reports by 9:00 am the next business day of mowing completion per specification 5.1 will be grounds for default of the mowing contract.

- 1.17 Parks and Recreation may request additional cuttings due to special events or other unforeseen circumstances. Contractor is to respond to additional cutting requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing location may extend contractor response time.

2.0 TYPES OF MOWING & DEFINITIONS

- 2.1 Turf Mowing will consist of using a zero turn mower or similar rotary cut mower including a triplex mower with turf tires and a push mower to cut grass from 3 inch minimum height to a maximum height of 4 inches as specified by LFUCG.
- 2.2 Bush hog mowing will consist of using a bush hog mower with a tractor maintaining grass to a minimum height of 4 inches or height specified by Parks and Recreation.
- 2.3 Trimming / weedeating will consist of using a string trimmer to maintain areas that a mower cannot maintain.

2.4 Terms:

Obstacles - any objects that stand in the way or holds up the mowing process in our Parks, Right of Ways or Greenways. This may include but not limited to the following: trees, sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments and landscape plantings.

Naturalized areas – are areas within parks that will be managed as natural environments.

No mow zones/naturalized areas - are designated areas along creeks and drainage areas that will not be mowed to help reduce soil erosion. These area are not to be mowed unless without prior written authorization from the Division of Parks and Recreation.

Litter / Debris – are any items that have been discarded as refuse onto parks, right of ways or greenways.

Hardscapes – any asphalt, brick, pavers and / or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, tennis courts, basketball courts, trails or any surfaces around buildings.

Clumping of Grass – a grouping or cluster of grass clippings that are not evenly distributed by the mowing process and could cause turf damage, interfere with park activities or present a poor aesthetic appearance.

Mowing Cost / Park – is the unit cost for performing a mowing service in one of our parks in a mowing district.

String Trimming Cost / Park – is the unit cost for performing a trimming service in one of our parks in a mowing district.

Edging Cost / Park – is the unit cost for performing an edging service in one of our parks in a mowing district.

Rough mowing unit cost / 1000 Sq. Ft – is the unit cost for performing a mowing service in one of our parks in a mowing district. This mowing will consist of areas that are not mowed on a regular basis.

3.0 SPECIFICATIONS FOR MOWING

- 3.1 Practice safety first; all safety measures, equipment, guards, and chutes are to be in place while mowing parks, right of ways and greenways. Always mow with the safety of others, vehicles and properties in mind. Mowing speed with throttle wide open is not recommended for a safe environment with in parks. Contractors are required to follow OSHA and DOT regulations regarding employee safety. Please follow all manufacture safety specification on using your mowing equipment on hillsides.
- 3.2 The contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity while carrying out work under this contract. Working without a shirt is not permitted.
- 3.3 The contractor shall not park vehicles, trailers, or heavy equipment on turf areas or sidewalks without prior authorization from Parks and Recreation. Do not block walks, drives or parking areas during maintenance operations.
- 3.4 To minimize the projections of grass onto parking lots, streets, sidewalks, trails and other hardscapes. Mowing with guards and chutes shall be in place to project grass away from roadways and hardscapes.
- 3.5 All grass clipping shall be removed from all hardscapes, restrooms, mulched areas and objects prior to leaving the work site using a blower.
- 3.6 All parks will be turf mowed to a height of no more than 4 inches high and no less than 3 inches high. Contractors will be notified of ball fields mowing heights prior to the start of mowing season.
- 3.7 Eliminating clumps of grass. Clumping of grass may occur while mowing. You will be required to re-mow all clumps the same day before you leave the park. If you leave the park and are called back to remedy the problem you may have to mow the entire park to leave an even appearance of the park. Grass height must remain similar in height to keep a smooth looking appearance in grass height. Blades on all rotary mowers shall be maintained in proper operation condition (not dull or bent) and shall be kept sharpened at all times. To remove clumps of grass you can re-mow or utilize a blower to spread the clippings evenly in the affected area.
- 3.8 **Mowing Cost / Park** – is the unit cost for performing a mowing service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will utilize the **Mowing Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing service. Parks and Recreation will document the area

missed and notify the contractor that Parks and Recreation will not pay for services not rendered. Please include cost/1000 square feet per park. This cost will be used if additional areas are added or subtracted from turf mowing operations.

- 3.9 String trimming / weedeating removing all vegetation around all obstacles including cracks in all hardscapes, trees, planting beds, delineator posts, culverts, headwalls, sign posts and guardrails shall be done with every cut. The height of all string trimming shall be performed at the same height as the mowing height. No scalping of turf shall be done while trimming using a string trimmer. ***Note: String trimming will be our main method for removing weeds.***
- 3.10 String trimming around trees shall consist of the following procedure. Please ensure employees have proper training before trimming around trees. We recommend these steps to reduce damage to our trees. Reduce speed of string trimmer to idle or just above idle speed. Start from outside and work inside to the base of the tree. Keep trimmer at a proper angle for an even cut then as you approach the base of the tree tilt trimmer so the string will hit the turf within a couple of inches of the base thus slowing the string trimmer down to prevent damage to the tree. Do not rush while trimming around trees.
- 3.11 String trimming fence lines is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing at the base of the fence as well as all herbaceous vegetation growing through the fence. ***Note: All fence lines are to be included in the bid. There will be fence lines that have vegetation growing through the fence and Parks and Recreation will notify contractor after removal. After the initial removal of the vegetation the contractor will add this additional trimming to their mowing routine.***
- 3.12 String trimming Asphalt trails is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing on the asphalt along the edge of the asphalt trail as well as all vegetation growing in cracks. Spraying vegetation killer may be necessary if the string trimming operation is breaking down the asphalt. **Type of herbicide must be approved by parks prior to use.**
- 3.13 **String Trimming Cost / Park** – is the unit cost for performing a trimming service in our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the String Trimming Cost / Park when the mowing contractor does not complete the string trimming portion of the mowing service. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.14 **Using herbicide - (Roundup) or any product using Glyphosate will not be allowed** to be used in any of our parks or trails. Other herbicides may be used on hardscapes only after approval from Parks. All herbicide chemicals will have to be approved by Parks and Recreation prior use on hardscapes. After treated vegetation is dead the contractor is required to string trim and blow all dead material from the hardscapes. Using herbicide elsewhere requires authorization from Parks & Recreation. Contractor is to follow all rules and regulations

pertaining to the use of herbicides on public property. A spraying log recording the usage of herbicide must be kept and submitted to Parks and Recreation upon request. The log is to include product applied, location, application rate, and date of application. ***Note: The cost of spraying herbicide in the management of vegetation free hardscapes shall be included the contractor's price for trimming hardscapes.***

Using mechanical alternatives to herbicide is recommended such as using a steamer. Natural chemical / environmentally sensitive chemical must be approved by Parks and Recreation.

- 3.15 **Required to do edging of all concrete hardscapes** with a steel blade edger with every cut.
- 3.16 **Edging Cost / Park** – is the unit cost for performing a trimming service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the **Edging Cost / Park** when the mowing contractor does not complete the edging portion of the mowing service. Parks and Recreation will document the area missed and will notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.17 **Mowing unit cost / 1000 Sq. Ft** – is the unit cost for performing a mowing service in our parks and trails. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. This unit cost for mowing will be utilized when adding or subtracting property from the mowing contract.
- 3.18 Mowing usually begin in April. There will be a probation period of three mowing cycles for contractors to get to know how each park will mow and be familiar with all the mowing operations of each park in the district awarded to the contractor. After the probation period the contractor is expected to meet all the specification in the 2020 mowing contract. If certain mowing operations are not completed each mowing cycle Parks and Recreation will not pay for services not rendered by using the unit price listed on the 2020 bid pricing sheet. Ref 5.2

4.0 LITTER AND DEBRIS REMOVAL

- 4.1 This operation shall be the removal of **ALL** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters prior to mowing.
- 4.2 The mowing contractor shall be required to pick up all litter that has been shredded by a mower. If shredded debris is left on site and an employee for Parks and Recreation picks up the shredded debris we will deduct \$45.00 per hour. This will be the labor cost per hour for removing debris. Anytime less than one (1) hour will be \$45.00 and will be deducted from the cost of mowing the park. See specification five to review invoice deduction information.

- 4.3 Contractor shall be responsible for removal and disposal of limbs smaller than three inches in diameter. Contact Parks and Recreation to remove limbs of three inches in diameter or larger.

5.0 INSPECTION & INVOICING

- 5.1 Inspection of mowing is critical before an invoice can be paid. The contractor shall be required to contact the designated Parks employee by 9:00 am the day after the park is mowed. This communication will be by text or email. Failure to contact the designated Parks employee shall result in non-payment and may lead to discontinuation of the mowing contract.
- 5.2 Inspection of work site shall be completed by a Parks and Recreations employee before invoices will be approved for processing. It is the responsibility of the contractor to complete all mowing operations with each mowing cycle performed. Parks and Recreation will not pay for incomplete work. Parks and Recreation will notify contractor with documentation of incomplete work and we will apply the unit cost per mowing operation according to bid price sheet the contractor filled out in the 2020 mowing bid package. There will be a probation period of three weeks at the beginning of the mowing season to become familiar with the parks under contract. Failure to meet these requirements will result in cancelation of the contract.
- 5.3 Parks and Recreation will utilize the **Mowing Cost / Park, String Trimming Cost / Park and Edging Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing contract. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 5.4 Invoices must list each location serviced, date serviced and reference purchase order number. Other data required as required by LFUCG Accounting will be given to the selected contractor.
- 5.5 The preferred way to receive invoices is by email otherwise the invoice may be mailed to the following address.

LFUCG DIVISION OF PARKS AND RECREATION
600 Laramie Drive
LEXINGTON, KY 40502
Email address will be provided at time of contract approval.

- 5.6 Payment Terms are Net 30

6.0 INSURANCE- SEE ATTACHED RISK MANAGEMENT PROVISIONS

- 6.1 Contractor will be required to submit a certificate of insurance coverage as required

by the Risk Management provisions.

6.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance. Contractor shall also be required to submit updated insurance certificates quarterly to Kevin Kewin, Division of Parks & Recreation for compliance purposes.

Certificates of insurance shall be delivered to the Division of Central Purchasing. 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.

7.0 Selection of Contractor

The selection of a mowing contractor in this 2020 mowing proposal shall be based on four criteria. Each criteria will be worth a specified number of points that total 100 points. The contractor with the highest point total will be selected as the contractor for that specific mowing district. There are eight turf mowing districts. The maximum quantity of districts allotted to one contractor will be three turf mowing districts. Bush hog mowing is not considered a turf mowing district.

1. Cost of services	20 points
2. References and past work experience with LFUCG	50 points
3. Qualifications and staffing	15 points
4. Equipment	<u>15 points</u>
Total	100 points

7.1 Cost of Services
Price of requested services per the requirements of this proposal.

7.2 References and past work experience with LFUCG
The bidding contractor will provide ten references from past and present customer contracts. They will provide the customer / contact name, phone number, years of service with their customers. LFUCG will be one of the references if company provided similar services for any LFUCG division.

Work experience with LFUCG the bidding contractor will provide the name of the division, contact name, phone number, date and years of service working with LFUCG.

7.3 Qualification and staffing
All key staff members shall submit a resume detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture or related field. Include the average number of seasonal/part-time employees that your company hires on an annual basis.

7.4 Equipment

Identify all equipment that will be used to perform mowing operation. Provide the manufacture's make and model for each mower, include the unit acres per hour capability. Provide the number of string trimmers, including make and model

8.0 Additional Park and Greenway Trail Information:

BOSTON RD. TRAIL:

- Mow and trim to property line.

BRIGHTON EAST TRAIL:

- Mow and trim to property lines starting at Man-O-War to I-75 bridge.
- Mow one mower width along trail and around benches along trail from I-75 bridge to Walnut Grove Lane with expanded mowing and trimming next to Polo Club.

GLEN LOCHDALE TRAIL:

- Mow and trim to property lines.

LEESWAY TRAIL:

- Mow one mower width along south side of trail. Mow and trim to property lines the rest of the trail.

LEGACY TRAIL: Trails - string trimming around tree will be done only on the written request by the Division of Parks and Recreation. Legacy Trail consist of several different locations.

- Trail head at Berea Rd and Iron Works Pike: See map. Turf mow one mower width on south side of driveway going to the parking lot. Mow and trim entrance and median to the driveway. Mow north side of driveway and parking lot and trail according to map.
- Main section of trail starting near Spindle Top going to the stopping point at the bridge by Cold Stream Park after going through the tunnel at I75. Mow one mower width along trail and around benches and next to all planting beds. Sting trim according to bid specifications including around bridges.
- Section of trail starting Citation Blvd and Newtown Pike, along Newtown Pike and ending at bridge. See map for bridge location. Sting trim according to bid specifications.
- Section of trail starting Citation Blvd and Newtown Pike, along Newtown Pike and ending at bridge. See map for bridge location. Mow one mower width along trail and around benches. Sting trim according to bid specifications.
- Section of trail starting at 6th Street going to Bellaire including section from Loudon Avenue. Mow and trim to property lines. Be careful trimming fences next to the police paddocks when horse are in the field.

Town Branch Trail:

- Mow and trim to property lines. Contact mowing supervisor prior to mowing around natural area in Townbranch section 2.

Squires Rd Trail:

- Mow and trim to property lines.

Waveland Rd Trail:

- Starting at Mill Pond Rd mow according to map and then mow mower width along trail to Winthrop Drive.

BEAUMONT PRESERVE PARK:

- Turf mowing will consist of the following areas: Reference map Beaumont Preserve.
 1. Turf mow ten (10) feet on each side of the trail. Two mower widths
 2. On the south & west side mowing from the trail to residential property lines will be turf mowed.
 3. Turf mow and string trimming along the fence line between the park and Cardinal Run Trail. Two mower widths from fence.
 4. Turf mow along Allegheny Way will begin at the Street and continue to the back side of the berm.
 5. Turf mow a path perpendicular from Allegheny Way over the berm to the asphalt trail. To be used as a walking path to the trail
 6. Follow string trimming specification within turf mowing area next to trail including trees.

LIBERTY PARK:

- Turf mowing will consist of the following areas: Reference 2 maps Liberty Park North and South.
 1. Turf mow along Flying Ebony from the creek line to the roadway.
 2. Center section other side of small bridge next to Flying Ebony. Turf mow one mower width on each side of the trail, next going under bridge on Star Shoot with mowing one width all the way to the substation next to Man O War.
 3. Turf mow each of the four (4) corners of the Star Shoot bridge.
 4. Turf mow along Star Shoot right of way and other side of sidewalk. See map. Turf mow along Liberty Rd. right of way and two mower widths on other side of sidewalk.
 5. Turf mowing two mower widths along Red Leaf to 2737 Red Leaf Dr.
 6. Be aware of the No mow zone near the newly planted trees.
 7. String trim around all small bridges and Star Shoot bridge.
 8. Mow and trim trail south to power station.

CARDINAL RUN:

- Turf mowing will include of the following areas:
 1. Turf mowing and string trimming on both sides of the farm fence along the asphalt trail on the West side of the park.
 2. The baseball league will mow the ball fields.
 3. String trim the ball field fence lines on the park side only.
 4. Turf mow one mower width on other side of fence next to New Circle Rd.

GRATZ PARK:

- Brick sidewalks are fragile please be careful string trimming.

LANSDOWNE – MERRICK PARK:

- Turf mowing will include the following areas: Reference 2 maps for Lansdowne (North & South).
- North Side next to 3057 and 3082 Montavesta Rd.
 1. Mow and string trim around guard rails.
 2. Leave a 3 to 5 ft. No Mow Zone area next to the creek.
- South Side between 3222 Montavesta Rd and creek line.
 1. Turf mow or string trim (10) feet from edge of side walk going down the hillside. See map for the natural area on where not to mow.

DOWNTOWN DISTRICT PARKS:

- **Keep all Grass and debris out of fountains and beds.**

BASE BALL FIELDS:

- Listed below are parks where the league will mow. All other fields the contractor will mow.
 1. Cardinal Run Park
 2. Constitution Park (league will mow 2 fields on south side of park. *Field on north side of park will be mowed by contractor. Please include this field in your bid.*)
 3. Ecton Park
 4. Kenawood Park
 5. Lansdowne Merrick