

Boone County Fiscal Court

INVITATION FOR BID # _____ -PK

**GRASS CUTTING 2021-2023 SEASONS
FOR
BOONE COUNTY PARKS**

ACCEPTANCE DATE: Prior to 2:00 p.m., _____ “Local time”

ACCEPTANCE
PLACE

Boone County Fiscal Court
Office of the Assistant County Administrator
2nd Floor Administration Building
2950 Washington Street
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

David Whitehouse
Director of Parks & Recreation
(859) 334-2133
E-mail address: dwhitehouse@boonecountyky.org

Issue Date: _____

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE
CONTACT OUR OFFICE AS SOON AS POSSIBLE

INVITATION AND INSTRUCTIONS

The Boone County Fiscal Court will receive sealed bids in the Office of the Assistant County Administrator, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m., February 2, 2021 for grass cutting for the Parks Department.** Bids will be opened and publicly read aloud at that time in the First Floor Fiscal Courtroom, Administration Building. Late, electronically submitted or facsimile bids will not be accepted.

A mandatory site visit, with the Parks Maintenance Superintendent, is required prior to submitting a bid. These site visits are to be made to determine the exact locations and scope of work. Appointments for site visits should be addressed to Mr. Micah Feldhaus, Parks Maintenance Superintendent, or his representative, by calling 859-334-2201 or 859-380-6590.

BID ENVELOPE MUST BE LABELED: "SEALED BID: Grass Cutting."

Envelope must also be labeled with the name and address of the vendor submitting the bid.

Specifications may be obtained in the Office of the Assistant County Administrator, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky, 859-334-2200.

Boone County reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and best price. No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bids.

KENTUCKY PREFERENCE LAW

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.** *Vendors not claiming resident bidder or qualified bidder status **need not** submit the corresponding affidavit.

All bidders must fill out the **REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS.**

If this form is not completed and notarized, the bid will not be considered.

KENTUCKY PREFERENCE LAWS

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Solicitation/Contract#: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL: The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

Is authorized to transact business in the Commonwealth;

Has for one year prior to and through the date of advertisement

Filed Kentucky income taxes;

Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and

Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

| | |
|--------------------|-----------------------|
| _____ Signature | _____ Printed Name |
| _____ Title | _____ Date |

Company Name _____
Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

SPECIFICATIONS

SCOPE

It is the intention of these specifications that the Contractor hereunder shall furnish and Boone County Fiscal Court (hereunto referred to as County) shall purchase mowing services covered by this contract that the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.

The County reserves the right to order services that may be required during the said period, and it also reserves the right not to order services bid upon by the Contractor, if it is found that such services are not required by the County during the period covered by this contract.

MANDATORY REQUIREMENTS

Prior to submitting a bid, the Contractor must schedule a mandatory site visit with the Park Maintenance Superintendent, or his representative. These site visits are to determine the exact locations and scope of work so that proper bids may be submitted and evaluated.

Appointments for site visits prior to bid opening shall be addressed to Mr. Micah Feldhaus, Parks Maintenance Superintendent, or his representative, by calling 859-334-2201 or 859-801-6482.

A Checklist is attached for labeling each location. Contractor must initial in the space provided each location visited. County Representative must sign the form verifying the Contractor visited the locations indicated by their initials. Locations that Contractor does not visit, cannot be bid.

TERMS OF CONTRACT/RENEWAL

The initial term of this contract shall be for a period of one (1) year. The initial term shall begin March 1, 2021 and end December 31, 2021. The County reserves the right, at its sole option, to renew the contract for two (2) additional one-year terms. The price of the contract renewal shall be under the same terms and conditions as the original agreement. The County will automatically renew this contract on each option year unless written notice is given sixty (60) days prior to end of each contract period. If Contractor wishes not to renew their contract, written notification must be given to the County sixty (60) days prior to end of contract period. The County reserves the right to cancel the contract, at any time within the contract, if service falls below standards outlined and the Contractor fails to remedy service inadequacies after adequate written notification.

The Contractor must maintain the insurance coverage required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County.

COMPETENCY OF BIDDER

No contract will be awarded except to qualified bidders capable of performing the class of work contemplated. Before the award of a contract, any bidders shall be required to show that they have the necessary facilities, equipment, experience, personnel and financial resources to perform the work in a satisfactory manner and within the time stipulated. Equipment must be made available to be viewed by a County representative to insure capability of performing the work at each location. If the contract contains special items for materials, work of a complicated nature or the character of which will depend upon the Contractor's skill or experience they shall be required to show proof that they have a satisfactory record of similar work performed or materials furnished. References will be required and must be submitted with the bid.

CONTRACTOR RESPONSIBILITY

The Contractor will provide his own labor, tools, equipment, transportation, fuel, oil, incidental, and related items necessary to complete the work in accordance with this specification and scope of work. Trash bags are to be provided by the Contractor. The Contractor will perform the mowing and trimming services in a professional manner, showing courtesy to the public at all times.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvement, utilities, structures, and vegetation at all times during the course of the contract. Any property or incidental damaged, by Contractor, during the course of this contract shall be repaired or replaced to the satisfaction of the Director of Parks, at the Contractors expense.

All work being performed for and/or on Boone County property shall fully conform to all local, state and Federal safety regulations.

WORKMANSHIP

With regard to this contract, the County representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the County representative, the Contractor will correct repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

The County reserves the right to make unannounced periodic inspections of the work in progress.

GRASS CUTTING AND MAINTENANCE

The successful Contractor shall furnish all tools, labor and material to provide grass cutting and maintenance in accordance with the following specifications.

A. Preparation of grounds before mowing

Prior to mowing all trash, including paper, bottles, debris, etc., shall be collected and removed from the mowing areas, by the Contractor. This includes the entire perimeter of the buildings, fences, backstops, and around property boundaries. All tree branches shall also be picked up and removed prior to mowing the area. The Contractor shall remove all the picked up and bagged trash, branches and debris from the site. The Contractor shall provide his own disposal site for debris resulting from the operation of this contract requirement, at no additional cost to the County.

If a fallen tree or branch is too heavy or unwieldy to remove, the Contractor shall immediately notify the Parks Department of the size and location of the fallen tree or branch.

B. Cutting and Trimming

1. Each prescribed area shall be cut at the direction of the Parks Department. In general, athletic fields will be cut on a weekly system during the average rainfall season. During the dry part of the season, lawns will be cut twice a month. All grass will be cut an average height of 3". All cutting machinery must be checked for sharpness and be adjusted on a regular basis. When mowing next to playgrounds, parking lot, curb lines, walkways, tennis courts, volleyball and basketball courts mow as to throw clippings inward to lawn areas. All close trimmings will be done with the utmost care as to protect adjacent plant material and any visitor in the park area. Failure to complete trimming and cutting will result in a deduction of 25% of payment.
2. Contractor must trim under bleachers, around backstops, and fence lines along 1st and 3rd base lines at any location with baseball or soccer fields each mowing.
3. In case of drought, the Parks Maintenance Superintendent, or his representative will notify Contractor of a stop mowing until further notice.

C. Clean up requirements during and after mowing

1. Grass clippings are to be swept or blown from sidewalks, curbs, parking lots and paved areas. Trash bags will be provided by the Contractor.
2. Clean up at each location shall be done before crews leave the location, (i. e., end of each working day). Failure to comply will be cause for funds to be

withheld for this phase of the work. If Boone County employees are necessary to accomplish cleanup, that cost will be deducted from the Contractor's next billing.

3. **Contractor to notify Boone County Parks by fax (859-334-2127), email or phone (859-334-2201), within 48 hours of completion at each site.**

D. Working hours

The Contractor will schedule work between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized by the County. No mowing on Sundays and holidays [without approval of Parks Department](#).

E. Licenses and permits

1. The Contractor shall at their expense procure all necessary licenses and permits needed to conduct the work required under the terms of this contract.
2. The successful Contractor will be required to obtain a Boone County Occupational License. If successful Contractor fails to obtain, it shall result in termination of the contract.

F. Sub-Contractors

The Contractor will not be allowed to sub-contract work under this contract unless written approval is granted by the County. The sub-Contractor, if approved, shall be bound by the conditions of the original contract between the County and the Contractor. All required notices, work orders, directives and request for emergency services will be directed to the Contractor. All directions given to the sub-Contractor in the field shall bind the sub-Contractor as if the notice had been given to the Contractor.

Contractor's employees shall carry identification at all times while on Boone County Property. Contractor's employees shall show identification when asked by Boone County staff.

G. Execution of a contract - where are documents

The successful Contractor shall, within fifteen (15) calendar days of the mailing of written notice of selection as the successful Contractor, enter into a contract with the County of Boone on forms as included within. The bidding documents for the performance of work awarded shall simultaneously provide the appropriate bonds and insurance required hereunder.

H. Location and schedule of work

Bids will be accepted and awarded on a per location basis. For example: Walton Community Park – the Parks Department anticipated this particular piece of ground to

be cut no more than twenty (20) times per season. However, if the County desires to have it cut an additional time we would, at that time, take the unit cost per cut.

The County of Boone reserves the right to change, add, or delete areas or quantities of areas to be cut that is in its best interest. The amount of grass cutting to be performed is conditional on the total amount of funds budgeted for grass cutting. The County shall give notice to the Contractor of the areas to be cut. Cutting shall commence no later than three (3) days after the contract has been awarded and continued until completion unless otherwise notified by the County. Failure of the Contractor to comply with the approved cutting schedule shall be sufficient cause to give notice that the Contractor is in default of contract.

I. Mowing Season

Work will be performed during the mowing season as defined. The mowing season for the Boone County Parks is anticipated to begin the week of April 1 (weather pending) & go through October 20. This is a total of 29 weeks. We need to perhaps break down the season per number of mows

J. Payment terms

The County will promptly issue payment for services rendered every 30 days after receipt of an approved invoice. Approved mowing checklist will be provided to Contractor for bi-weekly submission to the Parks Superintendent for signature of completed work.

Approved Invoice: (definition) Upon submission of an invoice, the Park Maintenance Superintendent or his representative will authorize payment indicating that all work is pursuant to the contract and has been completed in a satisfactory manner as described herein.

Invoices must be submitted in duplicate to the Finance Department, PO Box 960, Burlington, KY 41005 or at accountspayable@boonecountyky.org. Under no circumstances will interest be paid.

K. Use of chemicals

There will be no chemicals used at any of these locations unless requested in writing by the County.

L. LOCATIONS OF WORK

| MOWING SITE | COST PER CUT | TOTAL |
|--|--------------|-------|
| Boone Woods Park/Veterans Way | x20 | |
| Burlington Cemetery | x20 | |
| Camp Ernst Park | x 20 | |
| Central Park & Arboretum | x 20 | |
| Christ Chapel Field | x20 | |
| Christ United Methodist Athletic Field | x 20 | |
| Cooper Soccer | x 20 | |
| Eagle Manufacturing | x 20 | |
| England-Idlewild Park | x 20 | |
| Erpenbeck Elementary | x20 | |
| Florence Baptist Athletic Fields | X20 | |
| Florence Lions | x20 | |
| Fox Run Park | x 20 | |
| Giles Conrad Park | x 20 | |
| Goodridge Elementary | x 20 | |
| Gray Middle School Soccer Field | x20 | |
| Hebron Cemetery | x20 | |
| Hopeful Church/Cayton | x20 | |
| Kelly Elementary/Conservancy Park/Middle Creek | x20 | |
| Maplewood | x 20 | |
| North Pointe Elementary & Park | x 20 | |
| Oakbrook Park | x 20 | |
| Ockerman Field | x 20 | |
| Petersburg Ball Field, Community Center grounds, Old Jail | x 20 | |
| Pete's Park | x 20 | |
| R.A. Jones | x 20 | |
| Rice Pike | x20 | |
| Shor Lake | x20 | |
| Sperti Park | X20 | |
| Union Park | x 20 | |
| Valley Orchards | | |
| Waller Stephenson Soccer Field & Common Area | x 20 | |
| Walton Community Park | x 20 | |
| Wyndemere Place Subdivision, Brayden Court | x20 | |

Mowing Sites in Bold: Boone Woods, Central Park, England-Idlewild, & Walton Community Park will be awarded with a minimum of 20 cuts for the year with an additional 10 cuts added with written documentation of the Boone County Parks Department. Additional mowing at other Park facilities may be added with written documentation from the Director of Parks.

Attached are Aerial Photos of each mowing site with notations made of the need for mowing care.

M: ALTERNATE BIDS:

Alternate 1:

Is the mowing of the common areas at both Central and England-Idlewild Parks with the Boone County Parks staff mowing the athletic fields at these parks. Alternate Bid 1 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-----------------------|--------------|-------|
| Central Park | x 20 | |
| England-Idlewild Park | x 20 | |

Alternate 2:

The mowing of the KY18 median and sides from Boone Aire Rd in Florence to Peoples Lane in Burlington. Both median and sides must be *turf* mowed. The sides must be mowed three passes wide on both outsides. This area encompasses approximately 3.25 miles. Alternate Bid 2 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-------------|--------------|-------|
| KY 18 | x 20 | |

Alternate 3:

Is the mowing of the KY 237 median and sides from KY 18 overpass in Burlington to Wright Blvd in Hebron. Both median and sides must be *turf* mowed. The sides must be mowed three passes wide on both outsides. This area encompasses approximately 2.5 miles. Alternate Bid 3 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-------------|--------------|-------|
| KY 237 | x 20 | |

Alternate 4:

Is the mowing of the KY 237 median, sides & roundabouts from Tanner Rd in Hebron to Graves Rd in Hebron. Both median and sides must be *turf* mowed. The sides must be mowed two passes wide on both outsides. This area encompasses approximately .7miles. Alternate Bid 4 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-----------------|--------------|-------|
| 237 Roundabouts | x 20 | |

Alternate 5:

Is the mowing of the Aero Parkway median and east side from KY 18 in Florence to Turfway Road in Florence. Both median and east side of road to multi use path must be *turf* mowed. The side must be mowed two passes wide on the east side of multi use trail. This area encompasses approximately 2.3 miles. Alternate Bid 5 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|--------------|--------------|-------|
| Aero Parkway | x 20 | |

Alternate 6:

The mowing of the Oakbrook Road sides from KY 18 in Florence to Fox Run Lane in Florence. The sides must be mowed three passes wide on both sides. This area encompasses approximately 1.2 miles. Alternate Bid 6 is a maximum of 20 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-------------|--------------|-------|
| Oakbrook Rd | x 20 | |

Alternate 7:

Is the mowing of the Public Safety Campus in Burlington which includes the Boone County Jail, Fire Training Center, Sheriff's Office and Safety Center area. This area encompasses approximately 60 acres. Alternate Bid 7 is a maximum of 25 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|----------------------|--------------|-------|
| Public Safety Campus | x 25 | |

Alternate 8:

The mowing of the Boone County Town Square in Burlington which includes the Boone County Justice Center, Boone County Administration Building, Old Courthouse, Burlington Commons and Boone County Parks office. This area encompasses approximately 8 acres. Alternate Bid 6 is a maximum of 30 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|-------------|--------------|-------|
|-------------|--------------|-------|

| | | |
|-------------------------------|------|--|
| Burlington Town Center | x 30 | |
|-------------------------------|------|--|

Alternate 9:

The mowing of the Boone County Water Rescue located at 7512 East Bend Rd, Burlington. This area encompasses approximately .3 acres. Alternate Bid 9 is a maximum of 15 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|---------------------|--------------|-------|
| Water Rescue | x 15 | |

Alternate 10:

The mowing of the Bullittsville Rd Right of Way located at 3439 Bullittsville Rd, Burlington. This area encompasses approximately 1.5 miles. Alternate Bid 9 is a maximum of 15 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|--------------------------------------|--------------|-------|
| Bullittsville Rd Right of Way | x 15 | |

Alternate 11:

The mowing of the Public Works Division and Animal Shelter area located at 5643 & 5645 Maplewood Dr, Burlington. Alternate Bid11 is a maximum of 15 cuts per year, if awarded. Additional mowing may be added with written documentation from the Director of Parks.

| MOWING SITE | COST PER CUT | TOTAL |
|--|--------------|-------|
| Public Works and Animal Shelter | x 15 | |

N: INSURANCE REQUIREMENTS:

The Contractor will be required to provide verification of insurance coverage in accordance with the below requirements. The successful Contractor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

The Contractor must maintain the insurance coverage required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County.

In the event that the Contractor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

The Contractor shall purchase and maintain in force, at their own expense, such insurance as will protect them and the County from claims, which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, sub-Contractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the public from all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming Boone County as an additional insured. **Certificate of Insurance must have an original signature.** Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Assistant County Administrator and shall require and show evidence of insurance coverage's on behalf of any sub-Contractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

| Coverage | Minimum Limits of Liability, Terms, and Coverage |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations |
| | \$5,000,000 products/completed operations, independent Contractor's liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU |
| | \$5,000,000 general annual aggregate |
| Auto Liability Insurance | \$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability |
| Workers' Compensation | Statutory limits |
| Employer's Liability | \$1,000,000 bodily injury by accident, each accident |
| | \$1,000,000 bodily injury by disease, each employee |
| | \$1,000,000 bodily injury by disease, policy aggregate |
| Umbrella/Excess Liability | \$5,000,000 each occurrence and annual aggregate |
| | Underlying coverage shall include General Liability, Auto Liability, and Employer's Liability |
| | \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to the Contract |
| Property | The Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of services under the Contract. MPHI shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract. |

The Contractor and their insurance company should carefully review the insurance requirements applicable to this agreement. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

Please note that the Insurance Certificate must state that the Commercial General Liability name Boone County Fiscal Court as an additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**OTHER**" where the language may be inserted as follows:

All general liability and excess liability policies coverage's listed hereon name Boone County Fiscal Court, as an additional insured.

The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement, which is required, should read as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days' notice in writing shall be given to the Boone County Fiscal Court.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

The Certificate Holder should be listed as:

County of Boone, KY
c/o Assistant County Administrator
P.O. Box 900
Burlington, KY 41005

O: QUALIFICATIONS and REFERENCES:

QUALIFICATIONS OF CONTRACTORS: Contractors shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

At the option of the County, Contractors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ months

REFERENCES:

Provide a minimum of two (2) references, which can substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1. _____

2. _____

TERMS AND SIGNATURE SHEET

In compliance with this Invitation to Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, as specified on the Cost Sheets located within Section L and Section M.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this bid for the bidder.

NAME OF BIDDER _____ **DATE** _____ :

ADDRESS _____

FEDERAL ID # _____
(W-9 attached)

SIGNATURE _____

OFFICIAL TITLE _____

PHONE (____) _____ **FAX** (____) _____

CHECKLIST FOR _____ (COMPANY/REP.)

| MOWING SITE | INITIAL IF TOURED |
|-------------|-------------------|
|-------------|-------------------|

| | |
|---|--|
| Boone Woods Park | |
| Burlington Cemetery | |
| Camp Ernst Park | |
| Central Park & Arboretum | |
| Christ Chapel Field | |
| Christ United Methodist Athletic Field | |
| Cooper Soccer | |
| Eagle Manufacturing | |
| England-Idlewild Park | |
| Erpenbeck Elementary | |
| Florence Baptist Church at MZ | |
| Florence Lions Field | |
| Fox Run Park | |
| Giles Conrad Park | |
| Goodridge Elementary | |
| Gray Middle School Soccer | |
| Hebron Cemetery Park | |
| Hopeful Church/Cayton | |
| Kelly Elementary/Conservancy Park/Middle | |
| Maplewood | |
| North Pointe Elementary & Park | |
| Oakbrook Park | |
| Ockermann Field | |
| Petersburg Ball Field, Community Center | |
| Pete's Park | |
| R.A. Jones | |
| Rice Pike | |
| Shor Lake Park Bi-Weekly | |
| Sperti Park | |
| Union Park | |
| Valley Orchards | |
| Wyndemere Place Subdivision, Brayden Court | |
| Waller Stephenson Soccer Field & Common | |
| Walton Community Park | |
| Alt 2 KY 18 | |
| Alt 3 KY 237 | |
| Alt 4237 Roundabouts | |
| Alt 5 Aero Parkway | |
| Alt 6 Oakbrook Rd | |
| Alt 7 Public Safety Complex | |
| Alt 8 Burlington Town Center | |
| Alt 9 Water Rescue | |

| | |
|-----------------------------------|--|
| Alt 10 Bullittsville Right of Way | |
|-----------------------------------|--|

I VERIFY THE REPRESENTATIVE HAS TOURED ALL AREAS THAT ARE INITIAL ABOVE PER THE SPECIFICATIONS

PARKS MAINTENANCE SUPERINTENDENT OR DESIGNEE/DATE