

City of Union, Kentucky LEGAL NOTICE

This is to notify that the City of Union, Kentucky is advertising for sealed public bids for their 2019-2020 Mowing, Trimming, Landscaping and General Maintenance Services. The Bidding Documents includes the following: Instructions to Bidders, Technical Specifications, General & Special Conditions, Contractor Insurance Requirements, General Plans & Details, and Bidders Quantities Sheets for each Phase of the work. Bidding Documents can be printed from the city's website at <http://www.cityofunionky.org>. Separate copies may be purchased at the city building for a non-refundable fee of \$50. Special attention should be given to the Contractor's Insurance Requirements. Sealed Bids and/or Proposals in response to this solicitation will be due, opened and publicly read aloud on Tuesday, August 28th at 3 PM at the Warren S. Moore Union City Building, 1843 Mt. Zion Road, Union, Kentucky 41091. The city has the right to accept, reject, modify or separate the Phases in the bids, subject to the advice of the city's legal counsel. Following review of the Bid Tabs by the City Engineer with a recommendation, an award to the successful bidder or bidders is expected at the City Commission Meeting on Tuesday, September 4th, 2018, subject to a formal signed legal contract for execution of services on or after January 1st, 2019.

CITY OF UNION, KENTUCKY
MOWING, TRIMMING, LANDSCAPING AND GENERAL MAINTENANCE
SERVICES
YEARS 2019 AND 2020

OWNER: CITY OF UNION, KENTUCKY

SUBJECT: Mowing, Trimming, Landscaping and General Maintenance Services Request For Proposal (RFP).

GENERAL LOCATIONS: Various Parcels of public and/or city owned property or public structures by private agreement or within an easement identified as Areas "A", "B", "C", "D", "E-1", "E-2", "F", "G", "H", "I", "J". See Mapping Areas attached hereto for specific locations and the extent to which these areas are to be maintained.

ISSUE DATE: Monday, August 6th, 2018

CONTACTS: David Plummer, City Administrator
1843 Mt. Zion Road
Union, Kentucky 41091
(859) 384-1511 (o)

NOTICE TO BIDDERS

1. Prospective bidders should become familiar with the location and extent of the "Mapping Areas" included herein, the scope of the proposed work, the local conditions and knowledge of the Union Storm Water Pollution Prevention Plan (SWPPP), latest addition, and local horticultural practices.
2. The City's intent is to award the contract to one (1) company providing a direct contact with a single person experienced to perform or have performed adequately all of the work items included within the scope of services contained herein. However, when the work requires additional specialties (e.g., new tree or landscaping plantings or re-plantings, décor entrances, sodding or seeding and mulching or other work, etc) beyond the standard scope of services, the City Administrator or his other designated official may request additional work items to be compensated for on a Time and Materials (T&M) bases.
3. The successful bidder or contractor shall furnish proof of possession of a Boone County Occupational License, at least three (3) personal references including the identification and location of recent projects, and Certificates of Contractor Insurance Requirements

submitted as a part of the Bid Sheets. (See separate document titled: *Contractor Insurance Requirements*)

4. The City of Union reserves the right to accept or reject any or all bids; to waive any informalities; to negotiate for modifications in any bid; to accept a bid which is deemed to be the most desirable and advantageous from the standpoint of reasonable cost and service and convenience of operation, even though such bid may not, on its face value, appear to be the lowest and best dollar cost.
5. Properly complete the **Bid Sheets on Pages 3, 4, 5 and 6** included herein. Please submit two copies of these forms in a sealed envelope labeled **“The City of Union, Kentucky Mowing, Trimming, Landscaping and General Maintenance Services for Years 2019 and 2020”**.
6. Visitation for all work sites can be arranged with the City Administrator if desired. To request, please call 859-384-1511.
7. All Prospective Bids will be received until the following time, date and place, at which all Bids will be opened and read aloud:

TIME: 3:00 PM (Eastern Time Zone, USA and Canada)
DATE: Tuesday, August 28th, 2018
PLACE: Union City Building
City of Union
1843 Mt. Zion Road
Union, Kentucky 41091

**CITY OF UNION, KENTUCKY
MOWING, TRIMMING, LANDSCAPING AND GENERAL MAINTENANCE
SERVICES
YEARS 2019 AND 2020**

TO: Mayor Larry Solomon and City Commissioners, City of Union, Kentucky
Phone: (859) 384-1511
1843 Mt. Zion Road
Union, Kentucky 41091
Fax: (859) 384-7760
Web Site: www.cityofunionky.org

DATE: Monday, August 6th, 2018

FROM: _____ (Company Name)

This Request For Proposal (RFP) covers all of the subject work required including the furnishing of all Labor, Materials, Tools, Supplies, Equipment, Accessories and Appurtenances, etc., for the Items noted and Mapping Areas "A through J" (See the attached Mapping Areas for specific location and extent) and the Frequency of the work for a Total Bid Cost identified herein. The above and undersigned Contractor submits the following Bid Sheets with Costs in Duplicate:

BID SHEET

<u>ITEM NO. 1</u>	<u>FREQUENCY</u>	<u>COSTS PER YEAR FOR</u>
<u>STANDARD WORK ITEMS</u>		<u>EACH 2019 AND 2020</u>

SPECIAL NOTE - The following Standard Work Items for Areas (See Mapping Attached), Tasks (See also General Conditions) and Frequency shall be paid for on a monthly basis per documented Invoices not to exceed one-half of the biennial Lump Sum Costs awarded for any one (1) Item within an individual year.

TURF MAINTENANCE

(Areas "A, B, C, D, E-1, E-2, F")

Mowing/Trimming including
removal of trash, tree limbs,
dead vegetation and other debris

Once per Week –
April through August

Once per 10 days Sept - Nov

\$ _____

SECONDARY MOWING

(Area "G")

Mowing/Trimming including
Removal of trash, tree limbs,
Dead vegetation and other debris

Once Per Month: April - July

Once every other month -

August through November

\$ _____

TURF TREATMENTS

(Areas "A, E-1, E-2, & F")

Furnishing Liquid or Dry Materials
Including applications of Grub Control,
Pesticides, Weed Killers & Fertilizers

Three (3) Times – Spring,
Summer and Fall

\$ _____

TREE/SHRUB MAINTENANCE**(Areas "A, B, C, E-2, F")**

Trees and Shrubs Pruning	Once per Week – April through November	\$ _____
--------------------------	---	----------

LANDSCAPED BED MAINTENANCE**(Areas "A, B, C, E-2, F")**

De-Weeding and Pruning	Once per Month – April through November	\$ _____
------------------------	--	----------

**WEED CONTROL IN PUBLIC SIDEWALKS/
CURBS ALONG RELOCATED US 42****(Areas "F")**

Apply herbicide (e.g., "Round Up", etc.); On sidewalk and extract vegetation between Cracks	Twice per Calendar Year as needed	\$ _____
---	--------------------------------------	----------

SPRING CLEAN-UP/MULCHING**(Areas "A, B, C, E-2, F")**

Maintaining Shrubs, Beds & Base of Trees & Application of Min. 2" Hardwood Mulch	One (1) Time – in the Spring	\$ _____
---	---------------------------------	----------

**STORM DRAINS ON EASEMENT AND STORM DRAINAGE
AND CULVERT HEADWALLS****(Areas "H, I, J")**

Twice per Month in – March, April, May and June; Once Per month from July Through November.	Unless otherwise clogged Mow/Trim/Remove Trash For Adequate Drainage	\$ _____
--	--	----------

SEASONAL COLOR and FALL DECOR**(Areas "E-2")**

Install annual plantings for Spring/Fall (E-2 Only) and fall decor at both A and E-2	Two (2) Times per Year – April through November	\$ _____
--	--	----------

PERENNIAL PLANTING**(Area A)**

Plant perennial plants in the (15-20 plants)	<u>One time in the Spring</u>	\$ _____
---	-------------------------------	----------

MAINTENANCE OF NEW GRAVESITES**(Area "B")**

Modify and/or Add Topsoil; Seed, Straw and apply Fertilizer	Five (5) times – April through November	\$ _____
--	--	----------

<u>SUB TOTAL – ITEM NO. 1</u> (Page 3 + Page 4)	\$ _____
--	----------

City of Union, Ky. Mowing, Trimming, Landscaping and General Maintenance Services

BID SHEET

Page 5

ITEM NO. 2	FREQUENCY	LUMP SUM COSTS
EXTRA WORK ITEMS		YEARS 2019 AND 2020

From time to time, the city will require additional landscaping tasks, similar but possibly different, to the scope of work in this contract. The contractor will be given special consideration (under the rate provided below) to perform the work when it becomes available. In addition, depending on the City's need, materials desired should be furnished by the contractor when prompted.

EXTRA LABOR WORK

WHEN REQUESTED

(Fill out as many positions as needed)

<u>Position/Title</u>	<u>Hourly Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

City of Union, Ky. Mowing, Trimming, Landscaping and General Maintenance Services
Years 2019 and 2020

Bid Sheet
Page 6

The following information is required to be submitted prior to authorization of this Proposal:

- 1. Copy of a current Boone County Occupational License issued to the prospective Contractor;**
- 2. Three (3) personal references including the identification and location of recent and related similar public or private projects for satisfying a measure of experience;**
- 3. Copy of Certificates of Insurance shall include the following: General Liability; Auto Liability; Umbrella/Excess Liability; Kentucky Workers Compensation; and, Description of Operations. See Contractor Insurance Requirements and the Insurance Check List at the end of the General Conditions.**

Signature: _____ **Title:** _____

Signature Printed: _____

Company Name: _____ **Tax ID Number** _____

Location Address _____

Mailing Address: _____

Post Office/City: _____ **State:** _____ **Zip Code:** _____

Email Address: _____@_____. _____

Office Phone: (_____) _____ ;(_____) _____

Fax: (_____) _____

Cell Phone: (_____) _____

Mobil Phone: (_____) _____

SCOPE OF WORK

The scope of work to be performed under this contract consists of furnishing all labor, tools, materials, equipment, supplies, transportation including fuel, power and water to perform all of the standard and extra work items, as specified or authorized, respectively herein, at the locations shown on the Mapping Areas. The scope also expects the work performance to be in an acceptable condition in accordance with the Sections included entitled Notice to Bidders, the Bid Sheets, and the General Conditions stated herein as well as the Union Storm Water Pollution Prevention Plan (SWPPP), latest revision, and local horticultural practices.

SPECIFICATIONS

No deviation from these Specifications or Conditions will be permitted without a clarification or interpretation from the City Administrator, or his other designated official, where applicable.

LOCATION AND EXTENT OF AREAS TO BE MAINTAINED

The following Areas have been identified. The extent of maintenance is shown on the Bid Sheets and individual mapping included herein for each Area.

1. Area "A" – Union City Building, 1843 Mt. Zion Road
2. Area "B" – The Union Rice Cemetery, 1597 Mt. Zion Road
3. Area "C" – Corner of Old Union Road and US 42
4. Area "D" – Bottom of Old Union Road and US 42 (Near Whispering Trails)
5. Area "E-1" – Lassing Green Subdivision – Right of Way Mowing on US 42
6. Area "E-2" – Lassing Green Subdivision – Rice Pike Right of Way and Entrance Island
7. Area "F" – US 42 Corridor and 3 Landscape Islands
8. Area "G" – Old Union Road
9. Area "H" – Hempstead Drive North Inlet/Outlet
10. Area "I" – Hempstead Drive South Inlet/Outlet
11. Area "J" – Merrimac Inlet

SPECIFIC WORK TASKS

The Contractor shall furnish all labor, material, equipment and tools and appurtenances, etc. necessary to perform the work required by tasks intended for specific Mapping Areas. (See the Attached Mapping Areas for specific locations and details)

TURF MAINTENANCE (Areas "A, B, C, D, E-1, E-2, F")

- 1) All turf areas shall be mowed to an approximate mowing height of 2½ - 3 inches, as required to maintain neat, attractive and healthy conditions. Mowing frequency may vary with season of year, and shall be performed as often as necessary to maintain proper height while removing no more than 30% of total turf height each mowing, normally a minimum of once per week during the growing season. All mowing patterns shall be periodically modified to avoid rutting. If shredding of debris will affect the appearance of the turf, the debris shall be

removed from the turf prior to mowing. Sidewalks and paved areas shall be cleared of grass clippings, dirt and other debris after each mowing.

- 2) All turf areas adjacent to street pavements or sidewalks shall be “power edged” at least three (3) times each year. All turf adjacent to walkways, driveways, curbs, trees, shrubs, and planting beds, etc., shall be edge trimmed weekly to assure a crisp and clean appearance. Turf adjacent to water sprinkler heads, tree wells, valve boxes and quick couplers shall be trimmed to maintain a clean appearance and good irrigation coverage. Chemical defoliant or herbicides (e.g., “Round Up”, etc.) shall not be used as a substitute for power edging in these areas.
- 3) Excess and visible grass clippings shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. The mowing/raking pattern used shall result in a neat appearance.
- 4) Care shall be taken during mowing operations to avoid obstructions such as trees, shrubs, utility boxes, light fixtures, signage, buildings, water sprinkler heads or valves, etc. The Contractor shall be responsible for all damages caused by its turf maintenance activities.
- 5) All turf shall be maintained during the months of April through November at a frequency identified by the chart below. NOTE: Base Contract price includes 31 mowings per the mowing schedule. Schedule of mowings may be altered per the City’s request or as required by climatic conditions.

Month	Number of Cuts
April	Weekly
May	Weekly
June	Weekly
July	Weekly
August	Weekly
September	Every 10 Days
October	Every 10 Days
November	Every 10 Days

- 6) Within Union Rice Cemetery (Ref. Mapping Area “B”), turf directly adjacent to headstones shall be trimmed after each mowing. Extreme care shall be exercised to avoid hitting or damaging such monuments and other grave markers.
- 7) The Contractor shall be responsible for adequate traffic safety when working along city, county or state highways.

SECONDARY MOWING (Area "G")

1) Secondary mowing is similar to TURF MAINTENANCE in the scope of activities expected. The only difference is the frequency of cuts. Secondary Mowing will only be necessary in **April, May, July, and September**.

TURF TREATMENTS (Areas "A, E-1, E-2")

- 1) All turf areas shall be fertilized based upon the type of grasses present. These turf areas shall be fertilized three (3) times, in the spring, the summer and fall. Fertilizer shall be applied at a rate of three (3) pounds per 1000 square feet over the course of the season.
- 2) All weeds shall be chemically killed and removed. Pre-emergent crabgrass control shall be applied to the turf in the spring. A broadleaf weed killer shall be applied to this turf at least twice a year, in the spring and summer. Weed control applications shall be applied in accord with the product manufacturer's recommendations.

TREE/SHRUB MAINTENANCE (Areas "A, B, C, E-2, F")

- 1) The pruning of shrubs shall be performed to attain maximum desired effects while maintaining and retaining as much of the natural characteristics of the branches as possible.
- 2) Shrubs shall be pruned as required for safety using the sight distance triangles required by the zoning ordinance or subdivision regulations. Broken or diseased branches should be removed to assure general containment or appearance.
- 3) Natural Shape – The intent here is to feature the natural form of the shrub. Initial "pinch pruning" may be necessary to develop a compact shape and structure. Toward the end of the season, cutting the old stems to the ground will be necessary for proper rejuvenation for the next season. Shearing should be avoided which may eliminate the much of the flowering wood and destroy the character of the plant.
- 4) Natural Hedge – The intent here is to develop a loose, informal appearing hedge requiring only minimal attention for good shape and size. Initial "pinch pruning" may be necessary to maintain a compact shape. Growth should be allowed to in-fill horizontally. It is also critical to avoid legginess.
- 5) Pruning during the proper times of the season is essential to maximize the plant's flowering potential.
- 6) Trees shall be pruned to remove any broken or diseased branches and for general containment. It shall be the Contractor's responsibility to implement the pruning program, subject to the approval of the City Administrator or his duly authorized official knowledgeable in the area. This program shall be administered using adequate and stable tree scaffolding or other equipment with proper aesthetic appearance consistent with the intended purpose.

- 7) Tree stakes, ties, and guy wires in existence shall be checked and corrected as needed. Tree ties shall be adjusted to prevent girdling. Unnecessary tree stakes, tree ties and support guy wires shall be removed and disposed of, where necessary.
- 8) Personnel experienced and skilled in good pruning techniques shall perform the pruning. All cuts shall be done using proper horticulture practices.
- 9) Pruning trees shall be limited to heights not more than 12 feet, unless special equipment and qualified personnel is provided for safety. All suckers should be removed from trees.
- 10) All trees shall be fertilized at least once during the season, or as otherwise needed.
- 11) All trees shall be pruned to provide adequate clearance for pedestrians and vehicle circulation. In general, canopy clearances should be in the range of eight (8) feet to 12 feet.
- 12) Root systems observed on the surface causing maintenance or appearance problems shall be removed as required to prevent damage to adjacent paved areas.

LANDSCAPED BED MAINTENANCE (Areas "A, B, C, E-2, F")

- 1) Landscaped bed maintenance shall be performed once per month for eight (8) months during April through November. Pruning certain plants shall be required, as needed. Perennial plantings shall be cut-off after the first frost in either October or November. All ornamental grasses should be cut back in late February or early March. All landscaped beds shall be de-weeded via chemical and/or other manual methods. Large weeds shall be controlled manually. Smaller weeds shall be controlled with an application of chemicals. All plants shall be checked for disease and pest problems. When such problems are observed, adequate measures shall be taken to control and remedy these problems.

SPRING CLEAN-UP/MULCHING (Areas "A, B, C, E-2, F")

- 1) Early in the spring all shrubs, beds and tree rings shall be cleaned of leaves and debris deposited from the previous season. All beds and tree rings shall be edged to a depth of 4-inches to maintain a neat and crisp image. A pre-emergent herbicide shall be used to prevent unnecessary weed growth prior to mulching.
- 2) All shrubs and trees shall be pruned properly to enhance a neat appearance prior to mulching.
- 3) Double processed or shredded hardwood mulch shall be applied to all beds and tree rings to a uniform depth of two-(2) inches.
- 4) All bottom branches of plantings shall not be covered by mulch to prevent root rotting.

STORM DRAINAGE CHANNELS/INLETS AND CULVERT HEADWALLS (Areas "H, I, J")

- 1) Mapping Area “J” is along an open channel on private property at 1821 Merrimac Court within an easement just upstream from SD1 storm sewer and surface inlet catch basin.
- 2) Mapping Areas “H & I” include concrete headwalls connecting stormwater culverts beneath Hempstead Drive near addresses 10151/10152 (north) & 10257/10258 (south), respectively. The four (4) headwalls include two (2) inlets and two (2) outlets. The two (2) inlets have safety enclosure steel grates bolt mounted to the sidewalls and top of each headwall. Maximum 6-inch openings between the grate and apron as well as the metal grids provide child safety during intense storms and flooding. Periodically, debris, dead branches, trash, silt, etc. collects and inundates the inlets causing clogging, which must be cleaned and cleared immediately after intense storms and/or on an as-needed basis. These Areas shall be maintained by trimming, removing debris, silt, dead branches, trash, etc. to re-establish the natural flow line within and along both sides of the creek tributary. This work shall be checked for debris after a major storm event and twice per month in March, April, May, and June; and, once per month in July, August, September, October and November. Any debris that will restrict the natural flows to and on the inlet grates or from the outlets shall be removed and disposed of properly. See the Mapping Areas for the specific dimensions shown regarding the Contractor’s responsibility for keeping these areas clean and cleared. Special Note – At any time during a calendar year of the contract when accumulated debris covers at least one-half or 50 percent of the inlet enclosure grates, such debris shall be removed immediately to prevent any backwater flooding from adversely impacting the adjacent upstream properties.

PERENIAL PLANTING (Area “A”)

The “City Building Sign” in front of the Warren S. Moore Union City Building will be designated for perennials. The selection should utilize at minimum the following plants in a decorative display: Day Lilies, Salvia, Cat Mint and Pink Cone. The arrangement, number and any additional perennial plants will be at the discretion of the contractor.

SEASONAL COLOR (Area “E-2”)

1. The middle-landscaped entrance into Lassing Green is also designated for Seasonal Color. The landscaping bed shall be planted with “Annuals” in the numbers, as designated below, and be of the hardy variety to withstand the sun, shade and moisture conditions in that location.
2. The Seasonal Color changes to a Summer Color around May 15th. On or just after this date, twelve (12) flats of 4-inch “Annuals” shall be planted. All plantings shall be using good gardening methods including installation, fertilization, mulching, watering and replanting as necessary. Plantings shall be done in specific areas including the front and back of the bed as well as the raised planter area.
3. The Seasonal Color changes to a Fall Color around September 15th. On or just after this date, the following shall be planted: a) twelve (12) Hardy Mums (1 gallon size); b) twelve (12) Purple Cabbage (1 gallon size); and, c) four (4) flats of Pansies (4 – inch size). All

plantings shall be using good gardening methods including installation, fertilization, mulching, watering and replanting as necessary.

MAINTENANCE OF CEMETERY/NEW GRAVESITES (Area "B")

The Union Rice Cemetery is the city's site for new graves. After notification that a new gravesite has been initially back filled, the contractor shall add surplus topsoil as necessary to account for natural earth settlement, seed, straw and fertilize each new gravesite. Care shall be taken regarding new gravesites to ensure adequate blending with the adjacent and surrounding area. The Contractor shall conduct a drive-through and clean-up, a day or two (2) days before Holidays specifically Memorial Day, Independence Day and Labor Day to ensure that the cemetery is presentable for visitors on those days, as frequented.

EXAMPLES OF EXTRA WORK ITEMS (ITEM 2):

Extra work beyond the regular scope of work may include, but not be limited to following:

- 1) Additional mowing, trimming, landscaping and/or general maintenance services, upon request beyond the scope as defined herein.
- 2) Replacement and/or the removal and replanting of street trees along Relocated US 42 or other planting materials due to unforeseen circumstances beyond the City's or Contractor's control.
- 3) Special incidental exams or treatments required for sustaining plantings (e.g., soil treatments, irrigation devices, etc.) not included in the conditions or specifications herein.
- 4) Soils or plant testing to help resolve a specific problem.
- 5) Remedial landscaping repairs and/or plant replacements caused by an accident, a criminal act or other Acts of God.
- 6) Any additional requests regarding aesthetic improvements such as adding more seasonal color, decorating entrances or other work beyond the standard scope herein.
- 7) Placement of water bags, or refilling of bags, on new or existing trees and/or refilling of water bags during drought conditions.
- 8) Additional weed control within public sidewalks and/or roadway curbs along Relocated US 42.

GENERAL CONDITIONS

WORKMANSHIP AND MATERIALS

Materials and workmanship must be of good quality. All work must be carried out in a professional manner, subject to inspections, where applicable. The City Administrator or his other designated official reserves the right to reject any materials or workmanship deemed not to be in strict conformity with these specifications or conditions, industry construction or general maintenance standards.

ADDITIONS AND OMISSIONS

The City Administrator or his other designated official reserves the right to request additional or extra services due to abnormal seasonal weather conditions or other unusual circumstances beyond the City's or the Contractor's control. The pay rate of these extra services shall be listed in **Item 2 – Extra Work** in the bid sheets attached. Consideration will be given to the contractor which wins the bid award.

EQUIPMENT

The Contractor shall furnish adequate tools and mechanical equipment necessary for the proper execution of the work to be performed. The Contractor shall provide the city with an adequate means of communication where questions and problems can be discussed and resolved within a time frame not to exceed six (6) hours during normal working hours.

LOSSES FROM ACCIDENT

The Contractor shall assume all risks and bear any loss or losses caused by neglect, accident or other cause until the work is complete. The Contractor will be held responsible for damages to the city and/or any adjoining private property. The Contractor shall indemnify and save and hold harmless the city administration, city administrator, city engineer for loss of life or injury to persons or property or any violation of laws, regulations or other applicable standards, whatsoever resulting, growing out of or claimed to grow out of, any act of omission of, or other method pursued, or hazard encountered by the Contractor, including his subcontractors, agents or employees concerning the work herein undertaken to be accomplished by the Contractor. The Contractor must also save and hold harmless the property owners against any and all claims or liens placed against said work by any laborer, materialman or supplier.

PERMITS AND LICENSES

The Contractor shall obtain and maintain in force and effect at his own expense any and all federal, state, local government or special district permits or licenses, required by law or ordinance, necessary to authorize the performance of the work, where applicable.

INTERFERENCE WITH TRAFFIC ON PRIVATE AND PUBLIC PROPERTY

The Contractor or any subcontractor at all times shall conduct his business regarding any work involved in such a manner as to cause minimal interference with private or public transportation systems on driveways, public roads or state highways.

The Contractor shall, wherever necessary or required, provide and maintain proper and adequate traffic controls. Along public roadways, adequate barricades, cones, flaggers, danger signals or warning signs shall be used in accord with the USDOT/FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest addition. The Contractor shall be liable for and hold the city free and harmless from all damages caused in any way by his act or neglect, or that of his subcontractors or employees.

Where the Contractor deems it necessary to transport material to another location, reasonable care shall be taken to contain the material and not spill material upon roadways or highways. Any such material spillage shall be cleaned up immediately from these sites, removed and be disposed of properly. All mud and debris shall be cleaned from the driveways or roadways prior to leaving such sites before the end of each day when work is performed.

WORKING HOURS

In general, all work shall be performed between normal working hours 7:30 AM to 6:30 PM Monday through Saturday. No work shall occur on Sundays or Holidays, unless specifically authorized by the City Administrator or his other designated representative.

WORKING SCHEDULES/ DULY AUTHORIZED REPRESENTATIVES

The Contractor shall keep the City Administrator or his other designated officials (e.g., city clerk/treasurer, commissioner of public works, etc), advised of the Contractor's work schedules.

APPROVAL/ACCEPTANCE/EXTRA WORK

The City Administrator or his other designated official shall be made aware in acceptable manner of all materials and/or work completed prior to payment, where necessary or required. Although new plantings, mulch, pesticides, herbicides, fertilizers or other materials, etc. and costs thereto are included in the lump sum bid, the contractor shall furnish an itemized list of materials and quantities used as an attachment with their monthly invoices for payments. Any Extra Work, as authorized and completed for payment, shall be clearly labeled as such on the submitted Invoice.

REMOVAL OF DEBRIS AND EQUIPMENT

The Contractor shall upon completion of any work item, remove all debris and equipment from the premises unless otherwise permitted, and leave the premises in a neat and clean condition prior to the end of that item of work on a daily basis.

RESTORATION OF DISTURBED AREAS

When notified of a need to restore any areas disturbed during the work including a cemetery gravesite, the Contractor shall add topsoil, seed, fertilize and straw all such areas to near reasonable non-disturbed pre-conditions.

INVOICES/SUBMISSIONS/INSPECTIONS/PAYMENTS

Detailed Invoices for payments clearly identifying both the Standard Work items and any previously authorized Extra Work items shall be submitted to the City Clerk/Treasurer during the first week of the following month after the work during the previous month has been completed. Invoices will be reviewed and approved on a monthly basis. Any questions regarding the magnitude and extent of the work items completed and/or the Invoices shall be forwarded to the City Clerk/Treasurer or other designated official or representative (e.g., city administrator, commissioner of public works, city engineer, city attorney) for input, comments or decision, where applicable.

Where necessary or directed, the City Administrator or his duly authorized representative shall observe the Contractor's work on an as-needed basis. If deficiencies in the work are found, the Contractor shall be notified the regarding deficient work and the same work re-observed for compliance. Items found to be in non-compliance with these specifications or conditions shall not be paid for until the work is found to be in general compliance. For compliance, monthly payments will be made to the Contractor following the approval of bills granted by the City Commission on the day following their monthly business meetings.

CONTRACT PERIOD

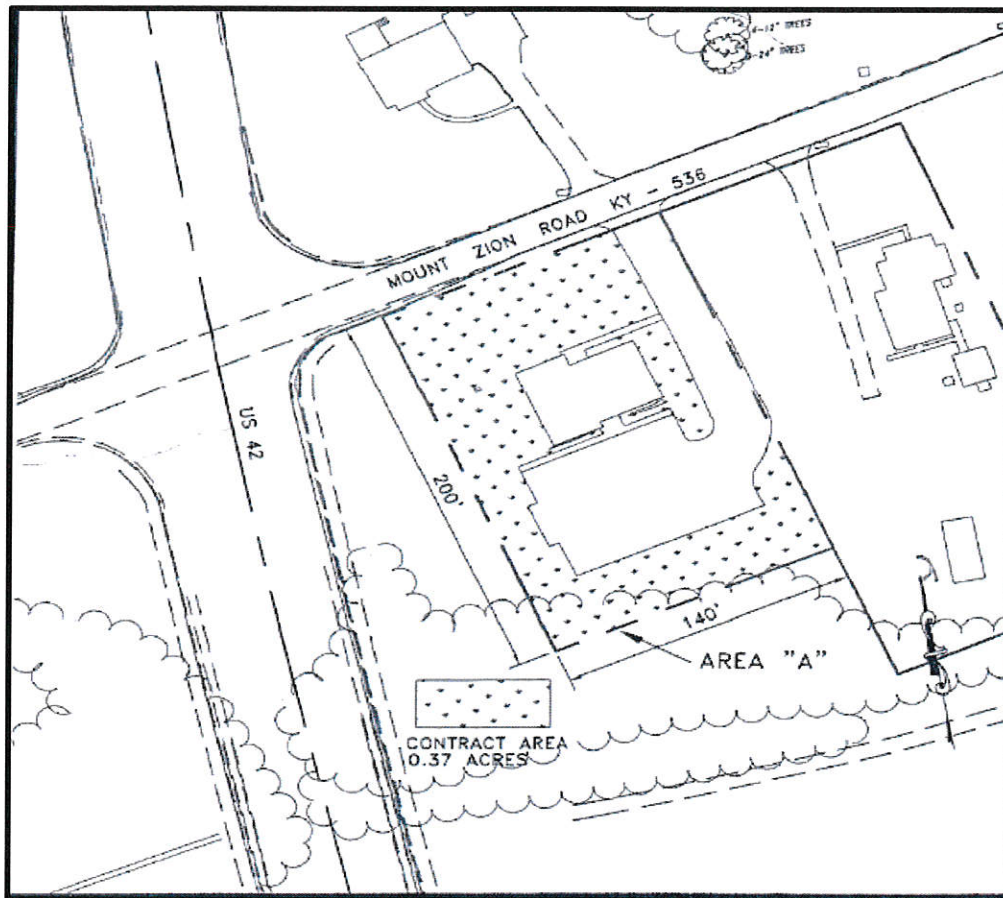
The Contract period will be for two (2) calendar years – 2019 and 2020. Following the award on September 3rd, the period will start on January 1, 2019 and shall expire on December 31st, 2020. Costs listed on the bid tabulation sheet should be honored both 2019 and 2020 calendar years.

MAPPING AREAS TO BE MAINTAINED

Attached hereto are the location and extent of the specific Mapping Areas to be included in the Contract. They are defined as Mapping Areas "A, B, C, D, E-1 E-2, F, G, H, I, J". General dimensions or areas for each site are shown for estimating purposes. It is recommended that each specific area be visited and be reviewed with the scope of services, the specifications and other conditions identified herein to assure a clear understanding of the work involved.

Area A

Union City Building



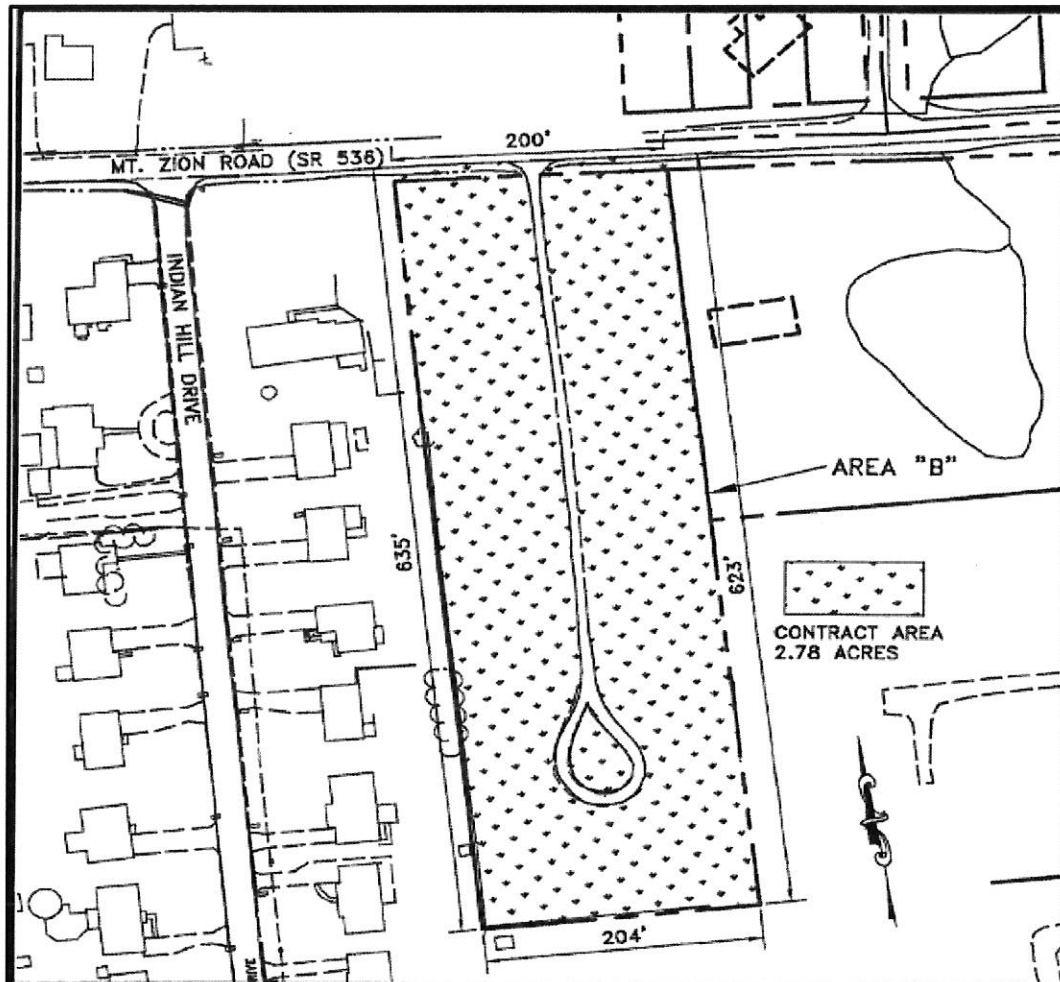
***Required Work:**

- Turf Maintenance
- Turf Treatments
- Tree/Shrub Maintenance
- Landscaped Bed Maintenance
- Spring Clean-up/ Mulching
- Perennial Planting

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area B

The Union Rice Cemetery



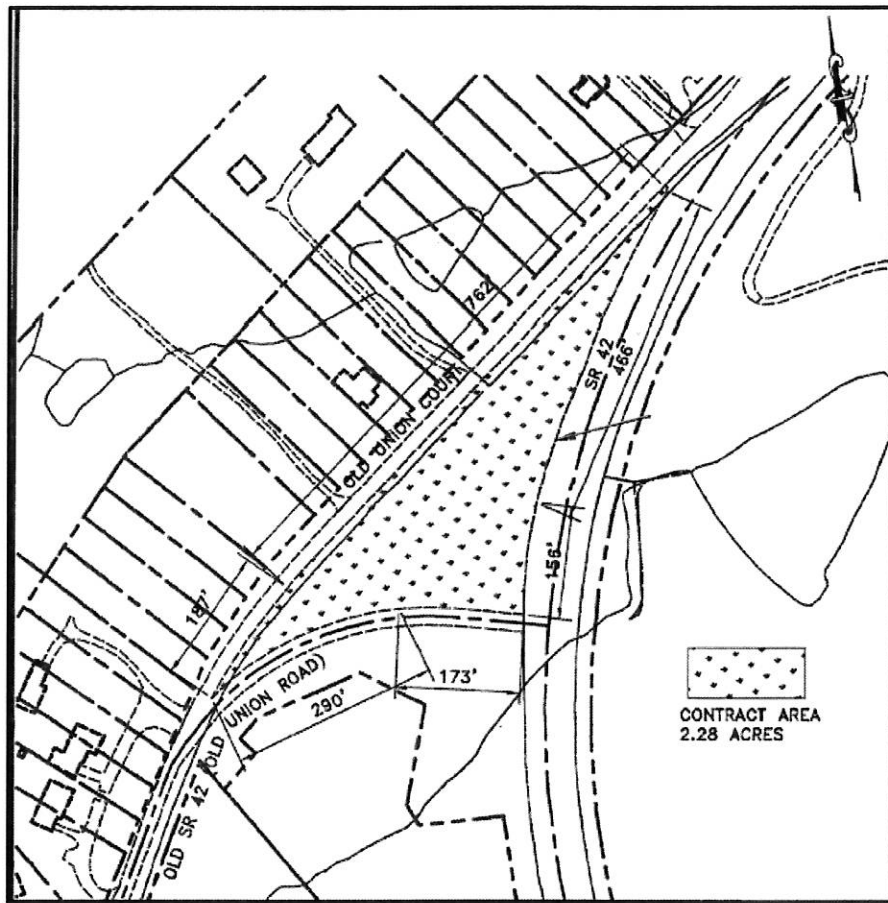
***Required Work:**

- Turf Maintenance
- Tree/Shrub Maintenance
- Landscaped Bed Maintenance
- Spring Clean Up/Mulching
- Maintenance on New Gravesites

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area C

Corner of Old Union Road and US 42



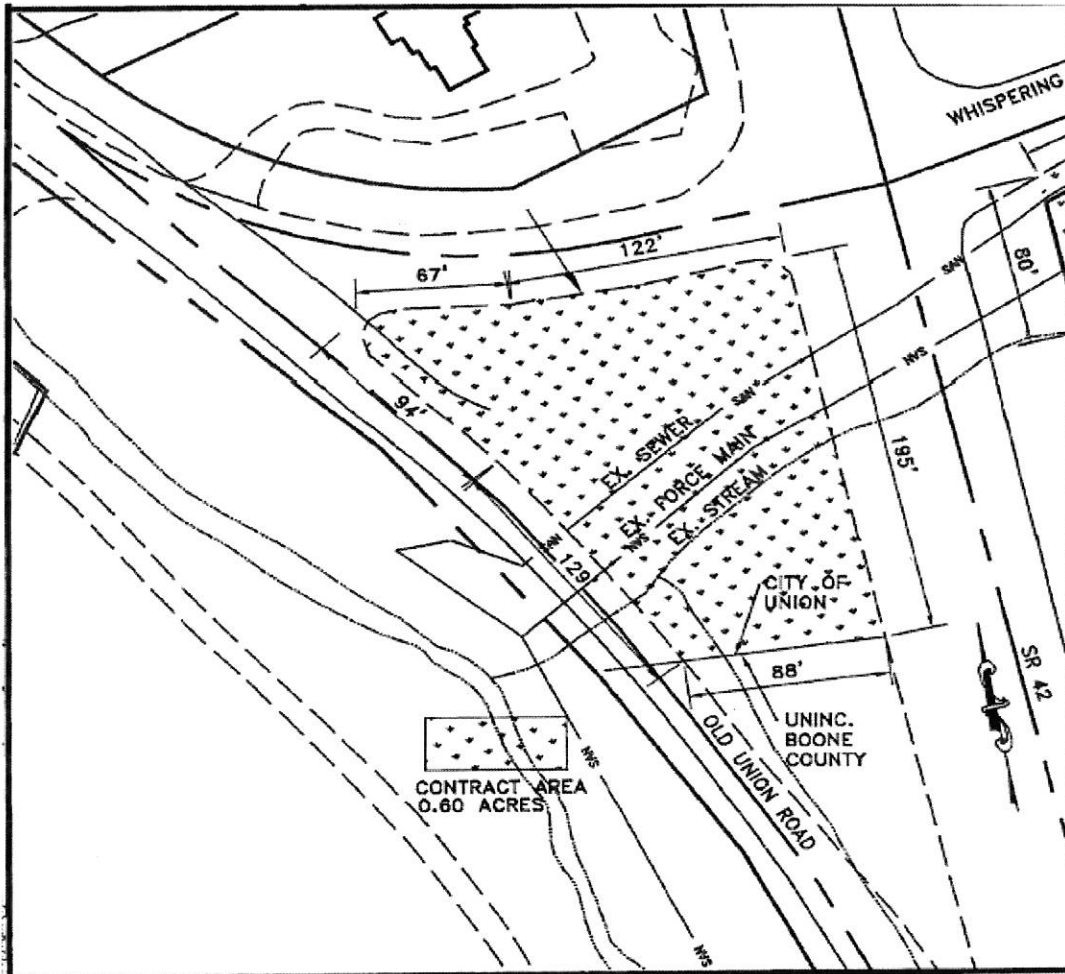
***Required Work:**

- Turf Maintenance
- Tree/Shrub Maintenance
- Landscaped Bed Maintenance
- Spring Clean Up/Mulching

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area D

Bottom of Old Union Road and US 42 (Near Whispering Trails)



***Required Work:**

- Turf Maintenance

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Map E-1
Lassing Green Subdivision
Right of Way Mowing on US 42



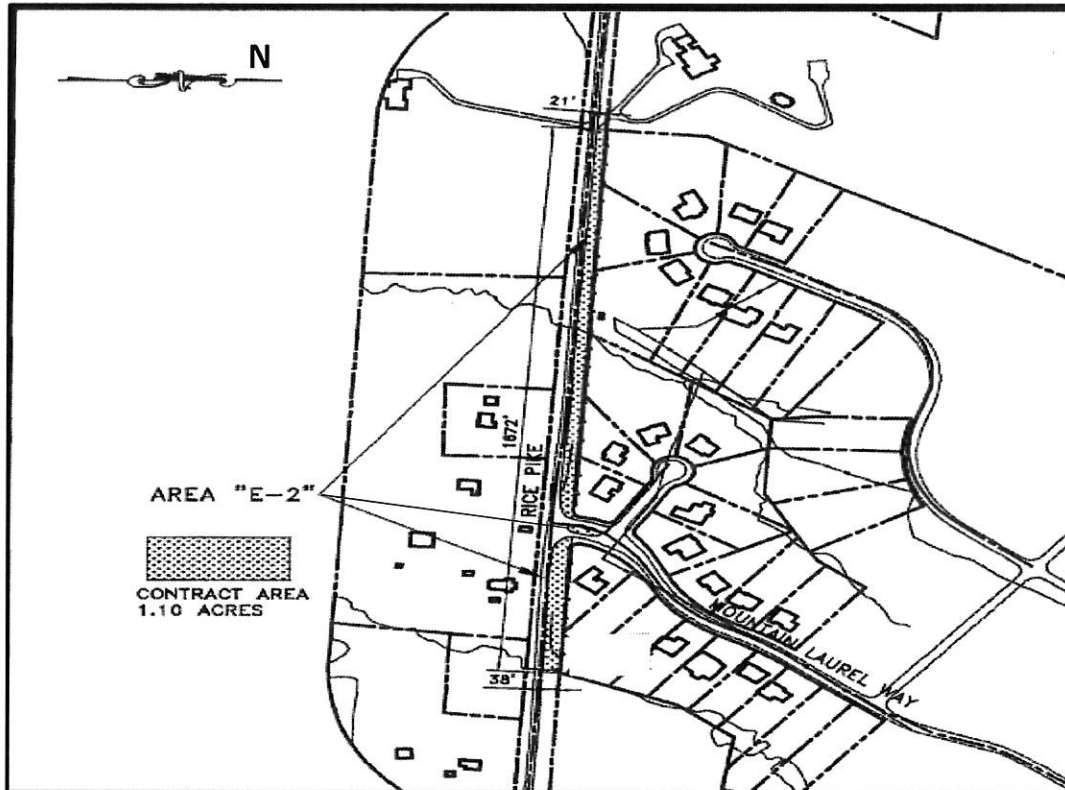
***Required Work:**

- **Turf Maintenance**
 - The end of Mountain Laurel Way in the Lassing Green subdivision stops short of US 42. Work area is outlined in Yellow. Contractor must cut from the edge of the road to the white split rail fence. This is approximately 22.5 feet from the center line of the road.

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area E-2

Lassing Green Subdivision Rice Pike Right of Way and Entrance Island



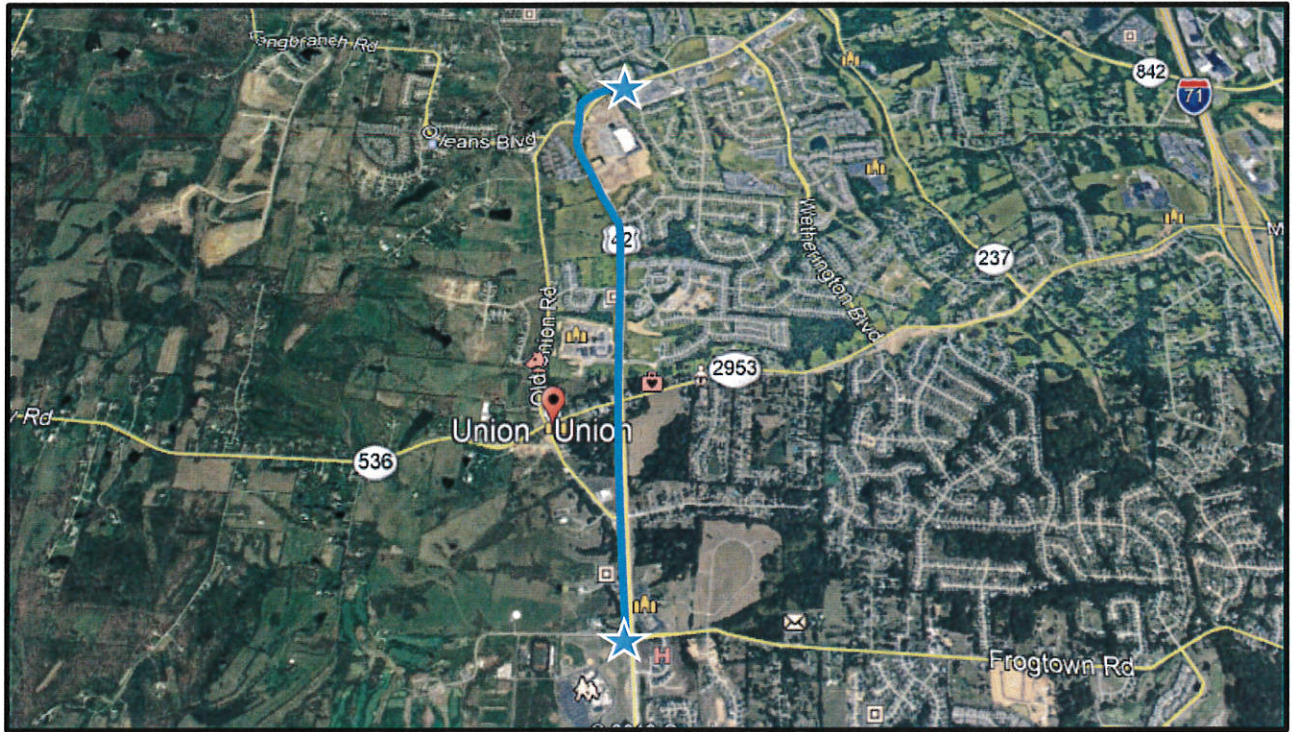
***Required Work:**

- **Turf Maintenance**
 - Must cut the Right of Way between Rice Pike and the white split rail fence for the duration of the Lassing Green subdivision.
- **Turf Treatments**
- **Tree/Shrub Maintenance**
- **Landscaped Bed Maintenance**
 - At entrance to Lassing Green.
- **Spring Clean-up/ Mulching**

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area F

US 42 Corridor and 3 Landscape Islands



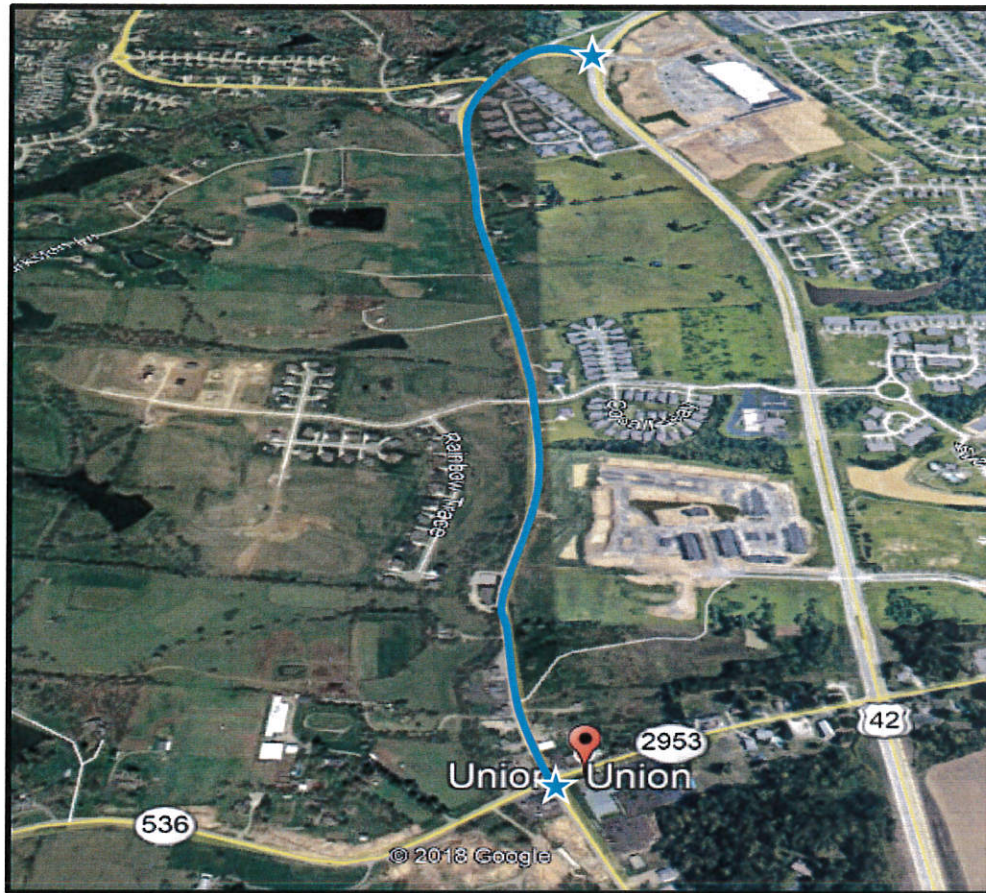
***Required Work:**

- **Turf Maintenance**
 - Right of Way: Mowing begins just past the Scheben library, on south to Frogtown Road. Contractors are required to cut approximately **25 feet** from the back of curb on each side of US 42 where possible. Difficult terrain will make this cutting width vary, but **25 feet** should be achieved where possible.
- **Turf Treatments** – Landscape Islands only.
- **Tree/Shrub Maintenance**
- **Landscaped Bed Maintenance**
- **Spring Clean-up/ Mulching**
- **Weed Control on public sidewalks/curbs along relocated US 42**

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area G

Old Union Road



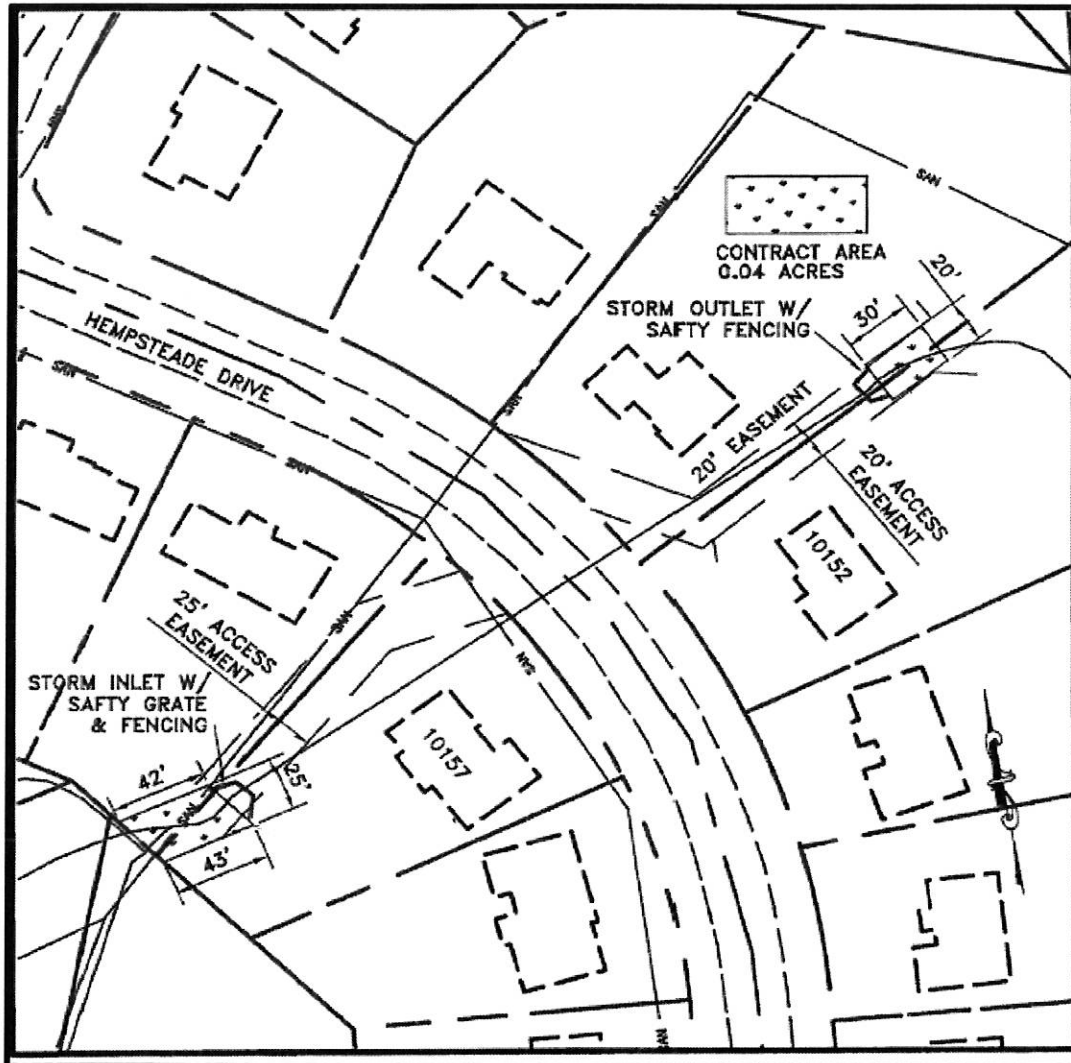
***Required Work:**

- **Secondary Mowing**
 - Right of Way: Mowing begins at the top of Old Union Road and flows south to the intersection of Mt. Zion Road and Old Union Road. Contractor is required to cut approximately **12.5 feet** from the back of curb/edge of pavement on each side of Old Union Road where possible. Difficult terrain will make this cutting width vary, but **12.5 feet** should be achieved where possible.

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area H

Hempstead Drive North Inlet/Outlet



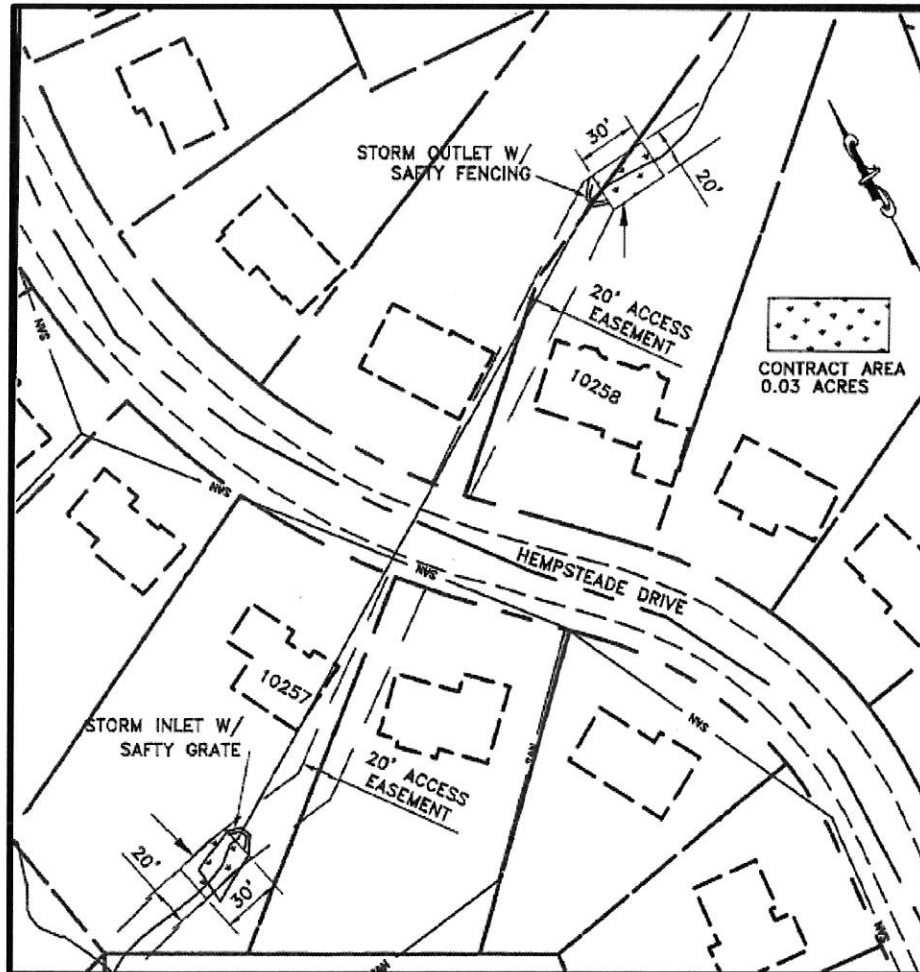
***Required Work**

- Maintenance of Storm Drains and Culvert Headwalls

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area I

Hempstead Drive South Inlet/Outlet



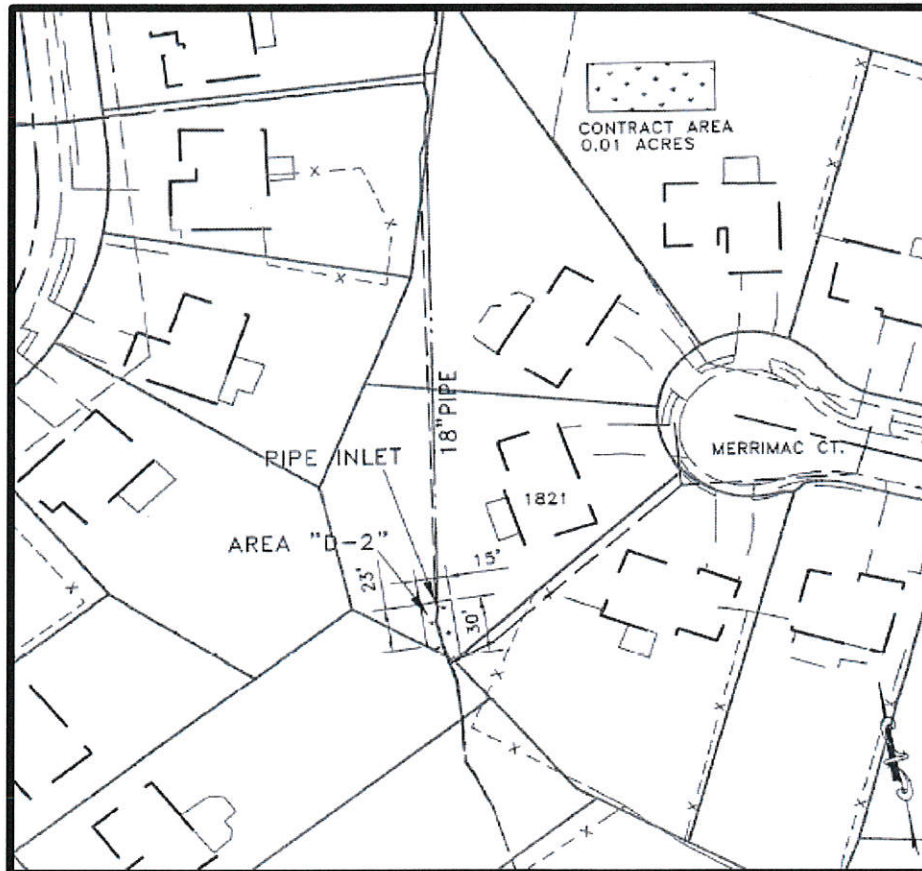
***Required Work**

- Maintenance of Storm Drains and Culvert Headwalls

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

Area J

Merrimac Inlet



***Required Work**

- Maintenance of Storm Drains and Culvert Headwalls

*See "Specific Work Tasks" for further clarification on the expected scope of work being required.

CONTRACTOR INSURANCE REQUIREMENTS

Prior to commencement of work, City of Union, KY requires all contractors to submit a Certificate of Insurance to City of Union, KY (and other parties upon request) in the form of a standard *Acord Form 25* that fully complies with the requirements of our contract agreement. Failure to provide the certificate with the proper coverage and limits will result in delayed payment to the contractor. The following is an outline of the Insurance requirements that must be provided and so indicated on the Certificate of Insurance.

Commercial General Liability (CGL) with limits of insurance not less than:

- \$1,000,000 Each Occurrence
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
1. The General Aggregate shall apply separately to each project per ISO form CG2503 (11/85) or its equivalent
 2. CGL coverage shall be written on ISO occurrence form CG0001(04/13), or an equivalent form providing coverage for liability arising from:
 - Premises/Operations
 - Independent contractors
 - Products-Completed Operations
 - Personal and Advertising Injury
 - Contractual
 - Explosion, Collapse, Subsidence Hazards (no XCU exclusions are acceptable)
 - EIFS only if applicable to the scope of work

Automobile Liability

- Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit each accident
- Business Auto coverage must include liability arising out of all owned, leased, hired and non-owned automobiles

Commercial Umbrella

- Umbrella limits must be at least \$1,000,000
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL

Workers Compensation

- State Statutory limits in the state which the work is being performed
- Employers Liability limits Each Accident; \$1,000,000; Disease – Each Employee \$1,000,000; Disease – Policy Limit \$1,000,000

Pollution

- General Liability policy must include jobsite pollution or pollution endorsement providing coverage for spraying of chemicals, fertilizer, herbicides, etc., or
- Separate Pollution Liability covering this exposure

Additional Insured Requirements

All such insurance, including General Liability, Auto Liability, Umbrella/Excess liability and Pollution Liability except Workers Compensation/Employers Liability shall name City of Union, KY as **Additional Insured**.

General Liability should include the following forms or their equivalents. Forms must be included with the certificate of insurance.

- Additional Insured (ongoing operations) per form CG2010 (4/13)
- Additional Insured (completed operations) per form CG2037 (4/13)

Additional Certificate/Coverage Requirements

- **Primary & Non-Contributory:** Coverage shall be Primary & Non-Contributory and any coverage provided by City of Union, KY shall be excess coverage for the sole benefit of City of Union, KY.
- **Waiver of Subrogation** in favor of City of Union, KY shall be included and shall apply to all policies where allowable by law
- **Thirty (30) Days Prior Written Notice of Cancellation:** Contractor's policies shall be endorsed to provide that there will be no cancellation or reduction in coverage without thirty (30) days prior written notice given to City of Union, KY.
- The Certificate of Insurance shall be provided to the corporate office of City of Union, KY, attention of David Plummer, City Administrator, 1843 Mt. Zion Road, Union, KY 41091. If applicable to a specific project, reference the project number and project name on the Certificate. Copies of the Certificate and supporting forms showing compliance with the insurance requirements must be provided prior to commencement of work.

General Insurance & Safety Requirements

- Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Insured requirements, all as set forth in the Contractor Insurance Requirements in this document.
- Contractor agrees that it is responsible for ensuring the safety of its employees, its subcontractor's employees and others on the jobsite. Contractor has the duty to provide a safe place for the performance of the contractor's and subcontractors' work under this agreement, including but not limited to, provision of general and safety supervision of the performance of contractor's work, ensuring that the safe use and condition of all equipment used in connection with the performance of contractor's work, implementation of procedures intended to ensure the safe performance of contractor's work, implementation of safety precautions regarding the use of or exposure to any hazardous materials in the performance of contractor's work, and compliance with any and all federal, state and/or local laws, ordinances, or regulations regarding job site safety including all OSHA requirements.
- Contractor acknowledges that it is the sole party responsible for the safe performance of the contractor's work, even if City of Union, KY has implemented any safety program or regulations at the project or jobsite.

Additional Provisions

- Coverage shall remain in effect for a minimum period of two (2) years from the date of substantial completion for all claims & losses against City of Union, KY, (Architect and Engineer if required) including but not limited to those claims that arise out of injuries to the employees of the contractor, employees of the contractor's subcontractors or injuries to third parties from your work under this agreement or as a result of the Contractor's performance

Additional Provisions – continued

- Contractor expressly understands and agrees that any insurance protection furnished by the contractor as required herein shall in no way limit the contractor's responsibility to carry adequate coverage. The absence of a demand for any type of insurance or insurance condition, or for higher coverage limits shall not be construed as a waiver of the contractor's obligations to carry and maintain the appropriate types of insurance at limits that are appropriate to the liability exposures associated with the agreement to which these Insurance Requirements apply. City of Union, KY does not represent that the coverage and the limits specified herein will necessarily be adequate to cover the contractor's complete liability.

INSURANCE CHECKLIST

GENERAL LIABILITY – Certificate must include copies of the forms.

_____ Limits of Liability – Minimum Limits: \$1,000,000 occurrence / \$2,000,000 aggregate
_____ Additional Insured CG2010 (or its equivalent) for ongoing operations
_____ Additional Insured CG2037 (or its equivalent) for completed operations
_____ Waiver of Subrogation
_____ Primary & Non-Contributory
_____ Per Project Aggregate
_____ 30 days prior written notice for cancellation or material change in coverage
_____ Jobsite Pollution – \$100,000 Limit (if separate policy applies, see below)

AUTO LIABILITY – Certificate must include copies of the forms.

_____ Limits of Liability – Minimum Combined Single Limit: \$1,000,000
_____ Additional Insured
_____ Waiver of Subrogation
_____ 30 days prior written notice for cancellation or material change in coverage

UMBRELLA / EXCESS LIABILITY – Certificate must include copies of the forms.

_____ Limits of Liability – Minimum Limits: \$1,000,000 per occurrence / \$1,000,000 aggregate
_____ Additional Insured
_____ Waiver of Subrogation
_____ Primary & Non-Contributory
_____ 30 days prior written notice for cancellation or material change in coverage

KENTUCKY WORK COMP

_____ Kentucky should be shown as a covered state.

POLLUTION LIABILITY

_____ Jobsite Pollution – Limit of \$100,000

DESCRIPTION OF OPERATIONS

City of Union, KY and its officers, employees and agents are additional insureds in regards to general liability, auto liability and umbrella/excess liability. All coverage is primary and non-contributory and any coverage provided City of Union, KY is excess coverage solely for the benefit of City of Union, KY. Waiver of Subrogation in favor of additional insured applies to all policies where allowable by law. All policies shall be endorsed to provide there will be no cancellation or reduction in coverage without thirty (30) days prior written notice given to City of Union, KY. Copies of all additional insured, waivers of subrogation, primary & non-contributory and 30 days notices of cancellation forms are attached for review.