Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description:	Rest Area Landscape Maint Bullitt Co		
Doc ID No:	MA 605 1100000787 3	**Proc Folder:**	2046617
Procurement Type:	Standard Services		
Effective Date:	2011-03-01	**Expiration Date:**	2013-02-28
Not To Exceed Amount			
Administered By:	DARRELL BURKS	**Cited Authority:**	FAP111-35-00-S
Telephone:	502-564-4556	**Issued By:**	Jennifer Houchin

Reason For Modification: Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 03/01/12 thru 02/28/13. There is 1 optional renewal period remaining.

VENDOR

VALLEYCREST LANDSCAPE MAINT

4510 POPLAR LEVEL RD

LOUISVILLE KY 40213
US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Mowing and Trimming	1	0.00	ACRE	30.00000	0.00	0.00

Extended Description

Grounds Maintenance (Mowing and Trimming)
Mow and trim the lawn area of the Rest Area grounds consisting of approximately twenty-one (21) acres per cycle. The estimated acreage to be mowed is 21 acres per mowing cycle with an estimate of 30 cycles for the mowing season. This amount may vary based upon weather conditions, and the actual number of cycles shall be determined by the Department.

Perform the mowing operation with commercial grade turf type mowing equipment not less than 48" and not more than 72" in width. A small push type mower may be utilized for trimming. Farm tractors with rotary finish mowers will not be allowed. Mow the grass to a minimum height of 3". Correct any uneven or streaked mowing immediately.

The Department will direct the time and place for mowing to begin. If a mowing cycle is delayed because of weather conditions or other problems that results in a build up of grass clippings (bio-mass), remove or disperse the clippings over the area to eliminate unsightly build-up of debris and to prevent the smothering of the turf.

Perform trimming operations after each mowing cycle. Perform trimming operations around mulched areas, trees, picnic table pads, trash containers, curbs, sign posts or other obstacles located on the grounds. Blow or sweep clippings off of all concrete surfaces after trimming is completed.

Perform trimming along concrete edges as needed to keep all growth from encroaching over the sidewalks, curbs, picnic pads and other concrete areas. Utilize a hand-held string trimmer or power edger to perform the trimming operation. The use of herbicides will not be used to keep the growth from the sidewalks or curbs with the exception of those areas where there is growth in cracks (Refer to Line 0003 for products and procedures).

Vendor Rep: Mike Florence
Vendor PH: 502-961-0117
Vendor Email: mflorence@valleycrest.com

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Mulching Landscape Plantings	1	0.00	SQFT	0.50000	0.00	0.00

Extended Description

Mulching landscape plantings, landscape beds, & trees
Provide a mulch material that consists of #1 shredded hardwood that has been aged a minimum of six (6) months and that is free of foreign materials, wood preservatives and weed seed. Any existing weeds in the mulched area should be cut/pulled and removed from the site prior to the addition of mulch. Place and spread the mulch in a uniform manner around the landscape plantings, around and throughout the landscape beds and around the trees to a depth of four inches (4") and to a minimum distance of thirty-six inches (36") from the trunk/stem of the landscape plantings, trees and the periphery of the landscape planting beds. All mulch placed around individual trees must be arranged in a "doughnut" shaped configuration. The approximate amount of mulched area is 3000 square feet. The actual area shall be determined by the Department.

The Department will approve all mulch materials prior to their use. The Department will direct the time and place for the placement of mulch materials. The areas where mulch is to be placed will be identified by the Roadside Environment District Administrator.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Pre/Postemergence Weed Control in Landscape Plantings	1	0.00	SQFT	0.00500	0.00	0.00

Extended Description

Pre-emergence and Post-emergence Weed Control - Landscape Plantings
Provide and apply a pre-emergent herbicide to all mulched areas around the landscape plantings, the landscape planting beds and the trees to prevent the germination and emergence of weed seed. Provide 'Gallery' by Dow AgroSciences, Inc. and 'Pendulum' by BASF Corporation or equal products (see the attached document for herbicide specifications) as the pre-emergent herbicides to be used on all areas. Apply the pre-emergent herbicides at the recommended label rate for landscape plantings unless otherwise directed by the Department. Apply the pre-emergent herbicide materials utilizing a "Teejet Lawn Spray Gun", manufactured by 'Spraying Systems, Inc.' or equal. These herbicides shall be used as pre-emergence treatment of joints in sidewalks and concrete pads. The approximate amount of area is 3000 square feet. The actual area shall be determined by the Department

The Department will approve the herbicide material prior to its use. The Department will direct the time and place for the application of the pre-emergent herbicide. The areas where the pre-emergent herbicide is to be applied will be identified by the Roadside Environment District Administrator prior to any scheduled work.

Provide a post-emergent herbicide and apply the herbicide to all mulched areas around trees to control the growth of unwanted vegetation. Post-emergent herbicides may not be used in landscape planting beds. Provide Round-Up Pro by Monsanto or equal product (see the attached document for herbicide specifications) as the post-emergent herbicide to be used on all areas. Apply the post-emergent herbicides at the recommended label rates unless otherwise directed by the Department. This herbicide may be used for the treatment of vegetation in sidewalk joints. Treatment of vegetation in sidewalk joints shall be included in Line Item 15. Cut and remove any unwanted re-growth vegetation located within the mulched areas around the trees.
The Department will approve the herbicide materials prior to their use. The Department will direct the time and place for the cutting and removal of unwanted vegetation and for the application of the post-emergent herbicides.

Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3, Turf and Ornamental.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Landscape Insect Control	1	0.00	SQFT	0.05000	0.00	0.00

Extended Description

Landscape Insect Control
Provide and apply an insecticide to all individual landscape plantings, multiple landscape plantings in beds and trees to prevent damage to the plant material by insects. Provide 'Mavrik Aquaflow' by Wellmark, Inc. or equal product (see the attached document for insecticide specifications) as the insecticide to be used for insect control. Apply the insecticide at the recommended rate for each specific insect pest, unless otherwise directed by the Roadside Environment District Administrator.

Extended Description

The Department will approve the insecticide material prior to its use. The Department will direct the time and place for the application of the insecticide. The areas where the insecticide is to be applied will be identified prior to any scheduled work. The approximate amount of area is 3000 square feet. The actual area shall be determined by the Department

Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3, Turf and Ornamental.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Trimming Herbaceous Plantings	1	0.00	SQFT	0.50000	0.00	0.00

Extended Description

Trimming of Herbaceous Plantings
Trim the herbaceous vegetation of "Day Lily" Beds adjacent to or between landscape plantings to reduce the height of the vegetation. Trim the dead stems after plants have finished blooming and remove dead foliage before mulching.

The Department will direct the time and place for the trimming of the herbaceous vegetation. The areas where the trimming is to be performed will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate amount of area is 1000 square feet. The actual area shall be determined by the Department

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Prune Shrubs - Individuals	1	0.00	EA	5.00000	0.00	0.00

Extended Description

Pruning/Shearing of Landscape Plantings - Shrubs (Individual)
Prune landscape plantings as required. This will encompass the shortening of the shrub branches in proportion to their growth for the purpose of proper plant balance. When hand pruning, cut all branches with a slanting cut just above a live and healthy bud. Remove branches that are dead, broken, diseased or badly bruised or branches that are interfering with or hindering the healthy growth of the plant with a clean cut made flush with the collar of the branch.

When mechanically sheering, take care not to remove more growth than needed as to ensure proper plant health and balance.

The Department will direct the time and place for the pruning of landscape plantings (shrubs). The areas where the pruning and/or sheering is to be performed will be identified by the Roadside Environment District Administrator prior to scheduled work. An approximate number of shrubs for pruning is twelve (20). The actual number shall be determined by the Department.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Pruning Mass Landscape Plantings	1	0.00	SQFT	0.45000	0.00	0.00

Extended Description

Pruning/Shearing of Mass Landscape Plantings - Shrubs
Prune landscape mass plantings (shrubs) as required. This will encompass the shortening of the branches of the shrubs in proportion to their growth for the purpose of proper plant balance. When hand pruning, cut all branches with a slanting cut just above a live and healthy bud. Remove branches that are dead, broken, diseased, or badly bruised, or branches that are interfering with or hindering the healthy growth of the plant with a clean cut made flush with the collar of the branch. When mechanically sheering, take care not to remove more growth than needed to ensure proper plant health and balance.

The Department will direct the time and the place for the pruning of landscape plantings (shrubs). The areas where the pruning or sheering is to be performed will be identified (marked) by the Roadside Environment District Administrator prior to scheduled work. The approximate amount of area is 1000 square feet. The actual area shall be determined by the Department

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Tree Pruning	1	0.00	EA	35.00000	0.00	0.00

Extended Description

Pruning of Landscape Plantings - Trees
Prune trees as required. This will encompass the shortening of branches in proportion to their growth for the purpose of making a well proportioned tree with proper balance. Trees may be from twelve feet (12') to thirty five (35') in height.

Cut all branches with a slanting cut just above a live and healthy bud. Remove branches that are dead, broken, diseased or badly bruised or branches that are interfering with or hindering the healthy growth of the tree with a clean cut made flush with the collar of the branch. Take care in pruning to preserve the natural character of the tree. Prune evergreens only to the extent of removing broken or damaged branches. Do not perform under-trimming or heading-back procedures.

The Department will direct the time and place for the pruning of trees. The areas where the pruning is to be performed will be identified by the Roadside Environment District Administrator prior to any scheduled work. An approximate number of trees for pruning is twelve (12). The actual number shall be determined by the Department.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Tree and Shrub Removal	1	0.00	EA	30.00000	0.00	0.00

Extended Description

Removal of Trees and Shrubs
Remove dead trees and shrubs from the landscape and from the landscape beds as required. Trees and shrubs to be removed will not exceed thirty-five feet (35') in height.

The Department will direct the time and place for the removal of dead plant material. All biomass shall be disposed in a manner acceptable and in compliance with all local, state, and federal laws and regulations. The trees and/or shrubs will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate number of trees and shrubs for removal is five (5). The actual number shall be determined by the Department

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Landscape Planting Fertilization	1	0.00	SQFT	0.10000	0.00	0.00

Extended Description

Landscape Fertilization - Trees, Shrubs, Daylillies, and Planting Beds
Provide and apply 19-19-19 commercial grade fertilizer to the mulched areas surrounding all landscape plantings and trees. Apply the fertilizer at a rate that will provide two pounds (2 lbs.) of Nitrogen per one thousand square feet (1000 Sq. Ft.).

The Department will approve the fertilizer material prior to its use. The Department will direct the time and place for the application of the fertilizer. The areas to be fertilized will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate amount of area is 3000 square feet. The actual area shall be determined by the Department

Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3, Turf and Ornamental.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Turf Grass Fertilization	1	0.00	ACRE	145.00000	0.00	0.00

Extended Description

Turf Grass Fertilization
Provide commercial grade granular fertilizer containing a 19-19-19 ratio. Apply to primary turf, as directed by the Department, to provide a seasonal total of three (3) pounds of actual nitrogen per 1000 square feet or 700 pounds 19-19-19 per acre.

The Department will approve the fertilizer material prior to its use. The Department will direct the time and place for the application of the fertilizer. The area where the fertilizer is to be applied will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate area of fertilization is 21 acres. The actual area shall be determined by the Department.

Extended Description

Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3, Turf and Ornamental.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Pre/Postemergence Weed Control in Turf Grasses	1	0.00	ACRE	145.00000	0.00	0.00

Extended Description

Pre-emergence and Post-emergence Weed Control - Turf
Provide a pre-emergent herbicide and apply herbicide to all primary turf areas to control germination of unwanted weed seed. Provide 'Dimension' by Rohm and Haas or approved equal (see the attached document for herbicide specifications) as the pre-emergent herbicide to be used on all primary turf areas. Apply the pre-emergent herbicide at the recommended label rate unless otherwise directed by the Department.

Provide a post emergent herbicide containing primarily 2,4-D or a derivative thereof, or approved equal (see the attached document for herbicide specifications) as the herbicide to be used on all areas. Apply herbicide to primary turf areas for control of certain broadleaf weeds. Apply the post emergent herbicide at the recommended label rate for cool season turf unless otherwise directed by the Department.

The Department will approve the herbicide materials prior to their use. The Department will direct the time and place for the application of the herbicide. The areas where the herbicides are to be applied will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate area is 21 acres. The actual area shall be determined by the Department.

Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3 (Turf and Ornamental).

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Leaf Removal	1	0.00	ACRE	30.00000	0.00	0.00

Extended Description

Leaf Removal
Remove leaf material from fine turf areas. Place leaf material in plastic bags as needed and store the bags in designated areas for removal by the Department. Furnish all equipment and materials needed to complete the leaf removal process. Perform the leaf removal operation as directed by the District Rest Area Coordinator. The Department will direct the time and place for the removal of leaves from the turf areas. The areas where leaf removal operations will be performed will be measured in half acre increments and will be identified by the Roadside Environment District Administrator prior to any scheduled work being performed. The approximate area is 3 acres. The actual area shall be determined by the Department.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Weeding Landscape Plantings	1	0.00	SQFT	0.10000	0.00	0.00

Extended Description

Weeding Landscape Planting Beds
Remove and dispose of any and all foreign weed material from all planting beds encompassed within the inner island between the parking areas. Perform weeding activities on a bi-weekly basis as needed, or as directed by the District Rest Area Coordinator. Place all weed refuse in plastic bags and store the bags in designated areas for removal by the Department.

Provide any and all needed equipment, tools, and supplies deemed necessary to perform the weeding operation.

The Department will direct the time and place for the weeding of landscape plant beds. The areas to be weeded will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate amount of area is 1000 square feet. The actual area shall be determined by the Department

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	Seeding of Grasses, Flowers, and Other Plantings	1	0.00	MNHR	25.00000	0.00	0.00

Extended Description

Seeding of Grasses, Flowers, and Other Plantings
Provide all labor and equipment necessary for soil preparation and seeding of grasses, flowers, or any other seed, planting of trees, shrubs, and/or other plantings as directed by the Roadside Environment District Administrator. Perform seeding and planting on a seasonal basis to comply with the accepted best husbandry practices for the area and as directed by the Roadside Environment District Administrator. Contractor shall provide any and all other equipment and labor to perform other grounds maintenance work as determined by the Department. Vendor shall make pre or post-emergence herbicide applications to joints in sidewalks as identified by the Department.

The Department will provide all seed, fertilizer, lime, insecticides, or any other materials required for completion of the required work.

The Department will approve all equipment, tillage, and seeding practices prior to work being initiated. The Department will also direct the time and place for any and all seeding or planting operations. The areas where seeding operations are to be performed will be identified by the Roadside Environment District Administrator prior to any scheduled work. The approximate amount of time is 40 man hours. The actual time shall be determined by the Department

Total Order Amount:	0.00

Section 1—Specifications

1.00—Specifications of Commodity and/or Service Requirements

Master Agreement for Mowing and for the Maintenance of landscape plantings; landscape trees and turf grass areas of the Bullitt County Welcome Center and Rest Area on I-65 Southbound at mile point 113.539 in KYTC District Five.

The term "Department", as applied to this Master Agreement will be understood to be synonymous with the terms, "Commonwealth of Kentucky, Transportation Cabinet, or Department of Highways". The term "Vendor" will be understood to be synonymous with the term "Contractor".

The Vendor guarantees the ability to provide 6 complete crews at any given time during the term of the Master Agreement. Minimum requirements for a complete crew will be that necessary for performing the work in a proper and timely manner and will be comprised of two (2) Laborers/Equipment Operators and a vehicle for Supplies and Transportation.

The Vendor guarantees to begin work within 1 calendar days after the receipt of a Delivery Order.

Terms and Conditions:
Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety, provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Conform all equipment to all prevailing Occupational Safety and Health Administration (OSHA) regulations. Require all operators and other employees to wear safety vests that conform to OSHA regulations on the job site at all times.

INSURANCE:

Provide proper insurance coverage to indemnify the Commonwealth of Kentucky and to hold the Commonwealth of Kentucky harmless against all loss, expenses, or injury to person or property.

Evidence will be furnished to the Transportation Cabinet Division of Purchases each year that public liability (General Liability) insurance is carried on all equipment and their operators in the following amounts:

Property $1,000,000.00
Personal $1,000,000.00
And Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342.

It shall be the successful bidder's responsibility to maintain this insurance coverage at all times and to notify the Division of Purchases with any changes/additions which may occur. The Contractor shall provide an updated copy of the insurance certificate each year upon contract renewal.

Vendor must submit an ACORD Certificate (or equivalent) with the certificate holder listed as:

KYTC Div of Purchases
ATTN: Jennifer Houchin
200 Mero St
Frankfort, KY 40622

The landscape grounds maintenance shall consist of, but not limited to:

Mowing and trimming of turf grass on Rest Area grounds, and edging of turf grasses along sidewalks and curb areas,
Pruning and trimming of ornamental grasses, shrubs, trees, and any other herbaceous plants,
Removal and disposal of all plant refuse or bio-mass and any plantings as directed by the District Rest Area Coordinator,
Planting and replanting of herbaceous plant materials, shrubs, and trees,
Seeding of grasses, flowers, and any other plant materials,
Mulching of landscape plantings, beds, trees, and any other herbaceous plants,
Pre and post-emergent weed control herbicide applications,
Application of insecticides to landscape plantings, beds, trees, and any other plant materials,
Fertilization of trees, shrubs, flower beds, and turf grasses as needed and /or directed by the Rest Area Coordinator,
Weed removal and disposal from all landscape beds and planters on a biweekly basis or as needed, and
Removal of all leaf material as needed from designated turf areas, parking areas, curb lines, flower and shrub beds and planters, in and around all buildings, and placing leaves in plastic bags and stored in designated areas for removal by the Department.

Furnish all equipment, tools, and materials necessary to maintain the Rest Area facilities and grounds in a proper manner. The Division of Maintenance of the Department of Highways shall approve all equipment and materials prior to their use. Upon the award of a Master Agreement and prior to the beginning of any work, the Division of Maintenance will conduct a training session for the Contractor detailing the adhered to policies and procedures.

Replace or reimburse the Department in like kind for any and all equipment, materials, and fixtures damaged by the Contractor or his employees during the performance of ground maintenance services.

The Department will conduct a pre-commencement (pre-construction) meeting with the Contractor within two (2) weeks after the Master Agreement has been awarded. At this time, the Vendor will be made aware of the status of the work that is to be performed and an approximate time frame for the completion of each item of work.

Work will be performed under the supervision of the Chief District Engineer of the Department of Highways and the Department will direct the time and place for the operation of all items of work to be performed under this Master Agreement. The schedule of work at site locations and the item of work that is to be completed may vary due to weather and soil conditions at the time work is scheduled to be performed.

Perform each specified item of work required under this Master Agreement at the designated site location(s) within the guaranteed response time following receipt of a Delivery Order (hard copy). Delivery Orders may be placed by telephone, fax, or other method of communication by any authorized

employee of the Transportation Cabinet. Delivery Orders placed in a manner other than hard copy will be confirmed on hard copy.

Notify the Roadside Environment District Administrator or their representative of the day work will begin on the requested Delivery Order and of each subsequent day work will be performed so that the work can be inspected. Failure to provide this notification will result in non-payment of any work for that day.

Complete the work in a continuous manner once work has begun. Long periods of work interruption will not be satisfactory and may be grounds for cancellation of the Master Agreement.

Work performance which does not conform to these terms and conditions or which is otherwise unsatisfactory will result in an immediate suspension of all work operations and the assessment of a penalty of $250.00 for each occurrence. Operations will remain suspended until the situation has been corrected and approval has been given for work operations to resume.

Failure to respond to a request for work (Delivery Order) within the time frame as specified in these terms and conditions or as reflected in the vendor response to "Best Value" criteria will result in the assessment of liquidated damages. These damages will be in the amount of $250.00 per calendar day for each day beyond the time guaranteed for work to be initiated.

The quantities of each item of work to be submitted for payment will be the actual quantity of work performed and completed by the Contractor for each specified item of work as designated on the Delivery Order. The Department will approve the performance of the work at each specified location before requiring the Contractor to proceed to the next scheduled location.

It is herein set forth that the quantities are estimates only and that the actual usage will be determined by the needs of the Kentucky Department of Highways.

Other Terms and Conditions:

Maintain and Control Traffic:
Maintain and Control Traffic for a Shoulder Closure on a Multi-lane Highway and establish a work zone in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition, the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition, and the Kentucky Department of Highways Standard Drawings, Current Edition, or Sepia Drawings, Current Edition. These standard drawings, or sepia drawings, should address most case scenarios that would occur during the performance of the work. However, the Contractor is responsible for utilizing the appropriate Standard Drawing(s), or Sepia Drawing(s) for any other case scenario that may occur.

A link to the Manual on Uniform Traffic Control Devices can be found at:
http://mutcd.fhwa.dot.gov/kno-millennium_12.28.01.htm

A link to the Standard Drawings can be found at:

http://transportation.ky.gov/design/standard/standard_drawings.html

A link to the Standard Specifications can be found at:

http://transportation.ky.gov/construction/spec/spec08.htm

Provide and place work zone warning signs that conform to Section 112.02.04 of the Standard Specifications to notify the traveling public of the landscape maintenance operations. Provide signs that are forty-eight inches (48) by forty-eight inches (48) in size, diamond shaped with black series “C” letters eight inches (8) in height on an orange background with a black border.

Place work zone warning signs on the shoulder of the roadway as directed by the Department at the beginning of each workday prior to any work being performed and remove the work zone warning signs after work activities cease at the end of each workday.

Perform the “Maintain and Control Traffic” item of work as incidental to all other items of work included in this Master Agreement.

Pesticide Applicators:
Provide pesticide applicators that have been certified and licensed by the Division of Pesticide Regulation of the Kentucky Department of Agriculture as commercial applicators in Category 3 (Turf and Ornamentals).

District Location and Contact Person:
District Five - Louisville
8310 Westport Road
P.O. Box 22100
Louisville, KY 40242-3042
Phone: (502) 210-5400
Attention: Cary Cassell, Roadside Environment District Administrator

Bidders are encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent that such information is reasonably attainable. In no event shall a failure to inspect the site constitute grounds for a claim after award of contract. Any Contractor or Vendor that desires to review the work involved by scheduling a site visit should contact the Roadside Environment District Administrator at the District location identified above.

Pricing information shall not be made known or discussed in any form to agency representatives during the site visit. Failure to comply with this restriction shall be cause for rejection of a bid. All questions are to be directed to the Transportation Buyer identified in the Solicitation.

Section 2—Terms and Conditions of the Master Agreement

2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for: Mowing and for the Maintenance of landscape plantings; landscape trees and turf grass areas of the Bullitt County Welcome Center and Rest Area on I-65 Southbound at mile point 113.539 in KYTC District Five.

2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

2.02—Initial Contract Period

The Master Agreement will begin on March 1, 2011 and expire February 29, 2012.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for 2 additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

Division of Maintenance and District 5

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

2.07—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.

C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required “A. Price Increases”. One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in “A” above.

2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.09—Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements

necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.10– Reduction in Contract Worker Hours/Employee Furlough

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document. The reduction of hours may be applicable to those contract workers that provide a service in state government buildings on a regularly scheduled basis, such as janitorial, security guard, mailing services, and food services. These services will be reduced in hours only in those circumstances where the buildings will be closed. A notification will be sent to the contract holder in advance of any scheduled reduction in contract hours.

2.11-Equipment

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

2.12–Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.13—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

District Five - Louisville
8310 Westport Road
P.O. Box 22100
Louisville, KY 40242-3042
Phone: (502) 210-5400
Attention: Cary Cassell, Roadside Environment District Administrator

With copy to:

Jennifer Houchin, CPPB

Division of Purchases
Kentucky Transportation Cabinet
Phone: 502-564-4630
E-mail: Jennifer.Houchin@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

2.14—Deliveries

Delivery/Response is required per vendor's guaranteed response time listed in section 1.00.

2.15—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.16—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

a. Contract and order number;

b. Item numbers;

c. Description of supplies or services;

d. Sizes;

e. Quantities

f. Unit prices; and

g. Extended totals.

2.17—Payments

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments

made in less than the prescribed 30 days.

2.18—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

2.19—Subcontracts

The vendor shall notify the Commonwealth of any planned use of subcontractors in regards to the resulting contract. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontract. Payments shall not be made to the subcontractor by the Commonwealth. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

2.20-Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

2.21—Assignment
The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

2.22—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

2.23— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.24 Secretary of State Filing

Within ten (10) working days after receipt of an award of contract vendors that are Incorporated, Limited Liability Companies, or Partnerships shall be properly registered with the Kentucky Secretary of State. Vendors shall provide proof of registration to the buyer of record listed on the KYTC solicitation document. Failure to provide proper documentation shall result in the immediate cancellation of the awarded contract.

A link to Business Filings is provided below.
http://www.sos.ky.gov/business/filings/

2.25—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.

3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: http://eprocurement.ky.gov/attachments.htm.

4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than $500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)

5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds $500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

2.26—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.27—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.28—Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

2.29—Extending Master Agreement To Other Agencies

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

2.30-Access to Records

The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884