



ADDENDUM #1

Bid Number: **#78-2025**

Date: June 18, 2025

Subject: **Greenway Maintenance**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Ionwave Q&A

Q: What specific areas or locations are to be serviced under this contract. Are there any maps, lists of sites, or estimated work zones available for review before submitting a bid? Or will all work be assigned through individual quotes post-award?

A: Individual quotes will be requested on an as needed basis for specific areas and projects from all awarded contractors as per Section 3.0 ROUTINE AND EMERGENCY QUOTES. Attached is a list of Greenways. See file "Greenways with labels_Arch E_Land.pdf" located under Attachments tab in Ionwave for the Greenways map of Lexington.

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Stybox Ecological Services LLC

ADDRESS: PO Box 1093, Berea KY 40403

SIGNATURE OF BIDDER: Guy Wiley





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

June 12, 2025

INVITATION TO BID #78-2025 Greenway Maintenance

Bid Opening Date: June 26, 2025

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **06/26/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Locations, Lexington, KY

| | | |
|---|-------------------|--|
| <input checked="" type="checkbox"/> Bid Specifications Met <u> </u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Check One: | Proposed Delivery: <u>30</u> days after acceptance of bid. |
| Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <u> </u> Yes <input checked="" type="checkbox"/> No | | |

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

Submitted by: Skybax Ecological Services LLC
Firm Name

PO Box 1093

Address

Berea KY 40403

City, State & Zip

Bid must be signed: Gary Libby Owner
Signature of Authorized Company Representative – Title

Gary Libby
Representative's Name (Typed or printed)

(859) 302-2897

Area Code - Phone – Extension

Fax #

garylibby@windstream.net
E-Mail Address

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught. _____

STATE OF

Kentucky

COUNTY OF

Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by Michael J. Allen Me Allen on this the 23rd day of June, 2025.

My Commission expires: 10/14/2028

Me Allen
NOTARY PUBLIC, STATE AT LARGE

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

Bidders

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

Gay Willey
Signature

Skybox Ecological Services LLC
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

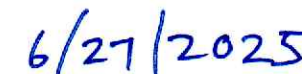
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

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

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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


Signature


Date

WORKFORCE ANALYSIS FORM

Name of Organization: Skybox Ecological Services LLC

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African- American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|----------|--------------------------------------|---|-----------------------|---|---|---|--|---|--------------------------------------|---|---|---|--|---|----------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | 1 | 1 | | | | | | | | | | | | | | 1 | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 3 | 3 | | | | | | | | | | | | | | 3 | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 4 | 4 | | | | | | | | | | | | | | 4 | |

Prepared by: Gary Libby
(Name and Title)

Date: 6 / 27 / 25

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

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LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 78-2025

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

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-------------------------|----------------------|--------------------------------|---------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

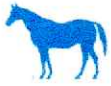
The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements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

Skybax Ecological
Company Services LLC

6/27/25
Date

Gary Libby
Company Representative

Owner
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 78-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

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

Skybox Ecological
Company Services LLC
6/27/25
Date

Gary Libby
Company Representative
Owner
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Skybox Ecological Services LLC Date: 6/27/25
Project Name: Greenway Maintenance Project Number: 78-2025
Contact Name: Gary Libby Telephone: (859) 302-2897
Email: garylibby@windstream.net

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☒

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

We are a small, specialized business. I only have 4 employees.

Click or tap here to enter text.

We work on various greenway maintenance projects.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

I do not.

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

We are a very small business. We don't usually subcontract work.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.



Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBes, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Skybox Ecological Services, LLC Gary Libby

Company

Company Representative

6/27/2025

Owner

Date

Title

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR QUALIFICATIONS
#78-2025 Greenway Services

This request for bid is to establish a price contract and list of prequalified contractors and consultants for greenway services at various locations for the Lexington-Fayette Urban County Government (LFUCG). Greenway services may occur in greenways, greenspaces, stream areas, vacant parcels, facilities, road rights-of-way, and other areas owned or maintained by LFUCG. LFUCG reserves the right to award a contract to multiple qualified bidders.

1.0 SCOPE OF WORK

1.1 Work includes, but is not limited to, providing all labor, consumable materials (and other materials, as required), tools, equipment, and services required to perform various types of greenway services for LFUCG.

1.2 Services shall include, but not be limited to:

- controlling noxious weeds and invasive species through chemical and mechanical removal methods;
- designing native plant installations and installing native plants (herbaceous and woody) in new or existing naturalized areas;
- performing general maintenance of naturalized and/or planted areas (*e.g.*, pollinator beds, rain gardens, wetlands, stream buffers, prairie grasses, wildflowers, etc.);
- removal of dead trees, shrubs, and stumps;
- planting and pruning of trees and shrubs per LFUCG specifications;
- mowing (turf and/or pasture) of specified areas;
- removing trash and woody debris in specified areas;
- designing and/or constructing streambank stabilization and/or stream restoration improvements;
- designing and/or constructing naturalized areas; and/or
- designing and/or constructing projects to address erosion.

2.0 CONTRACT TERMS

2.1 This agreement shall be for a period of one (1) year and may be automatically renewed for four (4) one (1) year renewals.

2.2 LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, LFUCG may make arrangements, as it deems necessary, to secure the services specified.

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- 2.3 This contract may be cancelled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to LFUCG should be sent to the Division of Procurement.
- 2.4 Failure to begin a project on time, maintain the project schedule, meet project specifications or quality, satisfy permit requirements, or come to an agreement on price or specification changes, during the course of any individual project may result in removal of a Contractor from (a) the project, (b) opportunities to quote on future jobs of similar scope, and/or (c) the contract.
- 2.5 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- 2.6 The Contractor hereby agrees to indemnify and hold harmless LFUCG, its employees and agents from any claims or demands whatsoever arising from the Contractor's performance under this contract. The operation, in its entirety, shall be the sole responsibility of the Contractor.
- 2.7 The Contractor hereby accepts responsibility for any loss or damage to property (including landscaping) owned by LFUCG or others caused by the Contractor's employees or agents. Contractor shall replace or repair same at their own cost and expense in like kind and at the direction of LFUCG. If damaged property resulting from the Contractor's operations must be repaired or replaced by LFUCG, the cost of such work shall be deducted from the Contractor's payment.
- 2.8 This contract may not be sub-contracted in whole or in part without approval of LFUCG. The Contractor shall remain responsible for the performance of the contract and the Contractor shall be liable for compliance by any sub-contractor with the terms of this contract. A copy of any sub-contract shall be submitted, prior to its execution, to the LFUCG's Divisions of Procurement and Environmental Services for approval.
- 2.9 If a contracted firm has a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in writing.
- 2.10 The Contractor shall keep in force at all times liability insurance in amounts specified herein. Failure to maintain adequate insurance shall be cause for cancellation of this contract without notice.

3.0 ROUTINE AND EMERGENCY QUOTES

- 3.1 Upon request, and following LFUCG procurement rules, Contractor will be required to provide a written quote, acceptable to the LFUCG Project Manager for routine projects. Quotes shall be in lump sum form and include labor, materials, and rental fees. Contractor must submit with each written quote an acknowledgement of the project's required schedule and technical specifications and list any proposed sub-contractors.

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- 3.2 Contracted firms are free, without penalty, to provide quotes for some projects and not others depending upon their areas of expertise and availability. Contractors shall provide, in writing to LFUCG, a "NO QUOTE" response when requested.
- 3.3 All quotes prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that quotes will be the maximum project cost if accepted by LFUCG. The Contractor agrees that LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the quote.
- 3.4 If an unknown site condition is encountered during the course of a project, resulting in increase or decrease of project scope, the Contractor and LFUCG shall negotiate a change in price terms prior to work proceeding. Failure to reach agreement in writing on a new project cost estimate shall result in the work being given to another contractor.
- 3.5 If selected, a performance bond will be required on projects exceeding \$50,000 prior to Notice to Proceed.
- 3.6 Under this contract, in order to provide continuity of service beneficial to LFUCG, Contractors that have installed a specific project for LFUCG shall be given right of first refusal for future maintenance services on that specific installation if LFUCG accepts their maintenance quote. LFUCG reserves the right to obtain additional quotes when it is deemed beneficial to LFUCG.
- 3.7 There shall be no guarantee of work for any Contractor. LFUCG reserves the right to obtain quotes for work outside of this contract when it is in the best interest of LFUCG.
- 3.8 Contractors, including their sub-contractors, shall do all work and furnish all management, supervision, labor, materials, tools, equipment, excavation, and incidentals necessary for the performance and completion of the projects under this contract.
- 3.9 Contractors should be prepared to meet the schedule for each accepted project. In some cases, projects may be scheduled outside of the optimal seasons. Quotes should account for such difficulties.
- 3.10 Emergency services shall be procured under this contract based upon Contractor expertise, availability, and cost.

4.0 MATERIALS

- 4.1 All pesticides shall be applied according to label directions. Pesticides labeled as RESTRICTED USE PESTICIDE (RUP) shall be approved by the LFUCG Project Manager prior to application.
- 4.2 Contractor shall furnish all required materials, such as tree stock, mulch, pesticides, stakes, etc. with the cost included in the quote accepted by LFUCG.
- 4.3 LFUCG considers items such as gloves, safety equipment, traffic control devices, fuel, equipment, etc. to be consumable materials and shall not be included as part of the cost of materials in this contract.

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5.0 LABOR AND SUPERVISION

- 5.1 **Approved Site Supervisor:** All activities under this contract shall be performed under the constant, direct, and on-site supervision of an experienced professional as designated in the Bid Submittal and accepted by LFUCG as an on-site supervisor under this contract.
- 5.2 **ISA Certified Arborists:** The following activities shall be overseen on-site, at all times, by a supervisor who is an actively credentialed ISA Certified Arborist:
- Tree Pruning and Maintenance
 - Pest and Disease Identification and Management
- 5.3 **State Pesticide Applicator License:** Herbicides and pesticides shall only be applied by staff members with a valid State Pesticide Applicator License.
- 5.4 The Contractor shall enforce strict discipline and good order among Contractor's employees. The Contractor shall exercise the necessary supervision and control on each job and to prevent Contractor's employees from violating any rules and regulations. The Contractor shall promptly remove from a job site any employee whose work or conduct is not satisfactory to the LFUCG Project Manager.

6.0 CONTRACTOR CARE, CUSTODY, AND CONTROL OF THE WORK

- 6.1 No work mobilization shall be performed on private property prior to obtaining written consent of the property owner. LFUCG shall provide the Contractor with signed Right-of-Entry forms prior to requiring work on private property. The Contractor should NOT enter a private property or perform work without having on site the signed Right-of-Entry form from the specific property owner.
- 6.2 The Contractor shall enter and exit the work area at the location specified in the work order.
- 6.3 The Contractor shall ensure that no mud or dirt is tracked from the work area or enters the roadway.
- 6.4 The Contractor shall plan and execute loading material at or near the designated ingress / egress point to minimize impact to the area.
- 6.5 All areas to be mowed or string-trimmed shall be cleared of all trash, debris, and tree limbs smaller than twelve (12) inches in diameter prior to the start of operations. Failure to clear these items will result in non-payment of Contractor's invoice until these items are collected and removed to the satisfaction of the LFUCG Project Manager. Contractor shall contact the LFUCG Project Manager regarding tree limbs larger than twelve (12) inches in diameter to negotiate a change in price terms for Contractor removal, or LFUCG may remove the tree limbs by other means.
- 6.6 Contractor shall not allow mowed grass clippings to be blown, swept, or raked into roadways, planting beds, tree mulch rings, gutters, storm drains, inlets, drainageways, swales, or streams.

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- 6.7 Fences, walls, hardscapes, hedges, shrubs, landscaping, etc. (other than that specified for removal in the work order), shall be carefully preserved, and/or repaired / replaced if damaged by the Contractor during execution of this work. Grassed areas, if damaged by the Contractor, shall be regraded, seeded with appropriate seed mixture (to be specified by LFUCG), and covered with straw. Additionally, the Contractor shall seed and straw any areas of open soil that have been exposed or eroded by the work operations.
- 6.8 Contractor shall continuously protect their work from damage, protect all persons from injury, and protect all other property from damage, injury, or loss arising in connection with the work regardless of who the Owner of said property might be.
- 6.9 The Contractor alone shall be responsible for the protection, safety, efficiency, and adequacy of their equipment, tools, and materials.

7.0 SAFETY

- 7.1 Employees shall have proper identification on their person at all times while working on an LFUCG project.
- 7.2 Equipment shall be clearly marked with the company name and be well maintained to operate safely on public property with all appropriate safety measures.
- 7.3 The Contractor is required to follow Occupational Safety and Health Administration (OSHA) and the Department of Transportation regulations regarding employee safety. OSHA-compliant Hi Visibility clothing shall be worn by all personnel when working within a road right-of-way. Industry standard Personal Protective Equipment (PPE) such as ear, eye, foot, and hand protection; chaps; hard hats; etc. shall be worn while performing work associated with this contract.
- 7.4 The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration, shall be followed for all traffic control signage, devices, flaggers, and lane closure protocols. Lane closure permits are to be arranged by the Contractor by contacting the Division of Traffic Engineering at 859-258-3830. Encroachment Permits from the State may be required and will be obtained by LFUCG on a project-by-project basis. All permit requirements shall be followed.
- 7.5 All work shall be performed in a safe manner, following all Local, State, and Federal laws and project-specific permit requirements, including but not limited to traffic control devices, erosion and sediment control measures, and method and location of transport and disposal of debris.
- 7.6 In areas with vehicular or pedestrian traffic, the Contractor shall provide sufficient signage, flagging, and barricading to ensure adequate safety for all, and be done in conformity with all applicable Federal, State, and Local laws, regulations, and ordinances governing personnel, equipment, and workplace safety.
- 7.7 Except during emergency operations, work shall occur between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday unless approval is provided in writing by LFUCG authorizing work outside of these specific days and times. Work on thoroughfares is limited to the hours of 9:00 a.m. to 3:00 p.m. Monday through Friday or on weekends.

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- 7.8 Public walkways and sidewalks shall not be blocked to pedestrian traffic unless OSHA / MUTCD compliant signage is in place. No sidewalk or roadway shall be blocked overnight as part of this work without proper approvals from LFUCG, the State (if applicable), and abutting property owners. This requirement may be waived by LFUCG during emergency storm response operations.
- 7.9 The Contractor shall be responsible for contacting 811 and other appropriate utilities and ensuring utility locates are completed prior to commencing work that includes but not limited to stump grinding, tree planting, or any digging.
- 7.10 The Contractor shall not work on trees growing above OR within 15 feet of any overhead power line. LFUCG will contact utility companies to request Make Safes prior to Contractor beginning work.
- 7.11 Any conditions that are discovered during the job that may endanger the safety and health of other trees, property, or people that cannot be remedied by standard arboricultural practices shall serve as just cause for all work to stop until LFUCG staff is notified.
- 7.12 All trucks and other equipment must be in compliance with all applicable Federal, State, and Local laws, rules, and regulations.

8.0 HAULING AND DISPOSAL

- 8.1 Contractors shall not leave debris overnight on a work site unless pre-approved by LFUCG.
- 8.2 The Contractor shall dispose of debris in a legal manner following all Local, State, and Federal regulations. The Contractor shall notify LFUCG staff of the proposed disposal site with the quote for each work order.
- 8.3 Loads shall be secured in the bed or covered by a tarp or other method to prevent loss of material during transport. Failure to safely secure and prevent material from flying out of a truck during transport may be grounds for dismissal from the contract.
- 8.4 Clean whole or chipped wood generated by this contract may be dumped at the LFUCG wood chip pile near Addison Park or at another location designated by the LFUCG Project Manager.
- 8.5 Trash or woody debris with trash mixed in shall be dumped at the Bluegrass Regional Transfer Station, 1505 Old Frankfort Pike. Contractor shall provide the Transfer Station operator with their company name, the location from which the debris originated, and that they are charging this to the LFUCG Division of Environmental Services. LFUCG will pay dump fees directly to the transfer facility for all loads with the required submitted information notated on the invoice to LFUCG.
- 8.6 LFUCG shall NOT reimburse for dump fees paid by the Contractor.
- 8.7 The Contractor shall be responsible for payment of any fines associated with improper disposal of material removed from the project site. Improper disposal is grounds for dismissal from this contract.

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9.0 WARRANTY

- 9.1 Contractor shall guarantee new plant material (herbaceous and woody) for one (1) calendar year from the date of installation.
- 9.2 The warranty shall not cover plants (herbaceous and woody) damaged by others after the job has been completed and Contractor has left the job site.
- 9.3 Plants (herbaceous and woody) that are diseased, dying, or dead within the one (1) year warranty period shall be replaced by the Contractor at no charge to LFUCG.
- 9.4 Replacement plants (herbaceous and woody) installed under this warranty shall be guaranteed for one (1) calendar year from the date of installation.

10.0 STANDARDS

- 10.1 All plant material (herbaceous and woody) shall meet the requirements of the **American Standard for Nursery Stock ANSI Z60.2-2025** latest edition.
- 10.2 All plant material (herbaceous and woody) shall be 'native' as specified in the LFUCG Stormwater Manual or the LFUCG Planting Manual.
- 10.3 All work and materials used shall meet or exceed the provisions of the most recent applicable codes, standards, and best management practices of the following organizations:
 - **ANSI** – American National Standards Institute
 - **ISA** – International Society of Arboriculture

11.0 BILLING AND PAYMENT

- 11.1 LFUCG reserves the right to include multiple approved work order quotes from the Contractor in one (1) Purchase Order for all greenways under the Contractor's management.
- 11.2 The Contractor shall submit monthly invoices that reflect approved work order quotes in lump sum form (invoicing for percentage of the work completed).
- 11.3 Invoices shall be itemized by greenway location with services listed as separate line items. Invoices shall include the Purchase Order number, dates of service, and specifics of project scope (*e.g.*, location, tree species, and quantities planted or pruned). Trash shall be reported in gallons collected, with bulky items listed separately. A representative sample of before and after photos shall be submitted with each invoice.
- 11.4 For each Purchase Order, the Contractor shall submit a simple cumulative summary report for each greenway with the final invoice. This report shall include photographs (before and after), provide a broad overview of the work completed, include total quantities of trash collected, and describe any issues or concerns affecting the management of the greenway (*i.e.*, encroachments by adjacent

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property owners, off-road vehicle usage, poor water conditions, excessive trash and/or dumping, etc.).

11.5 Payment Terms are Net 30.

11.6 Payment shall be made only for the portion of work completed in accordance with the specifications.

REQUIRED SUBMITTAL

- 1) A statement, on company letterhead, stating that the Bidder's primary business is that of an ecologically focused: landscaping company, tree service, plant nursery, design firm, or similar company (list all that apply). The statement shall also include that the Bidder has been actively engaged in providing this service for a minimum of three (3) years. Please provide a brief description of the company and previous similar types of work performed.

Include in the statement which of the two (2) broad categories and related sub-categories of work the submittal is for:

Design Services

- D1. Streambank stabilization and/or stream restoration design
- D2. Green infrastructure design (bioswales, rain gardens, constructed wetlands, etc.)
- D3. Native landscaping design (pollinator gardens, stream buffers, prairie, etc.)

Installation & Maintenance Services

- M1. Forest management and tree maintenance
- M2. Invasive species identification and removal
- M3. General maintenance of naturalized, planted, and green infrastructure areas including weeding, pruning, mowing (turf and pasture), trash collection, woody debris removal, etc.
- M4. Native landscaping installation (pollinator gardens, stream buffers, prairie, etc.)
- M5. Streambank stabilization and/or stream restoration construction
- M6. Green infrastructure installation (bioswales, rain gardens, constructed wetlands, etc.)

The Bidder may choose to submit for any or all categories and sub-categories. LFUCG reserves the right to select bidders for different work types depending upon their qualifications.

- 2) Provide a list of at least three (3) references for jobs performed in the past three (3) years that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference. Include a detailed description of each job, including materials supplied, services performed, and total project cost. Photos are optional but encouraged.
- 3) Provide a list of key staff proposed to work on this contract (including sub-consultants).
IMPORTANT: Include professional registrations, memberships, and specific certifications (individuals or corporate) from related accreditation organizations such as, but not limited to:
 - College/University Degrees,
 - Pesticide Applicator Licenses,

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- Licensed Engineers and/or Landscape Architects,
- ISA Certified Arborists,
- Kentucky Nursery and Landscape Association,
- Other local native plant and water quality related organizations.

For memberships, associations, and certifications (individuals and corporate) list only those that are currently active.

Denote all employees who are ISA Certified Arborists and all employees who hold a State Pesticide Applicator License and provide documentation of their status (e.g., copy of card, number).

- 4) List all employees who the company requests for designation as **SITE SUPERVISORS** for purposes of this contract. Be sure to provide detail of their experience, qualifications, certifications, etc.
- 5) Provide evidence of a valid business license in Lexington-Fayette County issued by LFUCG's Division of Revenue. Company is required to maintain a valid business license throughout the duration of this contract. Companies should ensure they are current with LFUCG Division of Revenue (i.e., do not owe taxes, fees, fines, etc.) prior to submitting.
- 6) For Contractors Only - Provide evidence of registered contractor status with LFUCG Division of Building Inspection. Contractor is required to maintain active registration status with LFUCG's Division of Building Inspection throughout the duration of this contract.

NOTICE TO BIDDERS: Failure to provide all information requested in the **REQUIRED SUBMITTAL** section may result in disqualification of bid. Questions on bidding should be directed to <https://lexingtonky.ionwave.net>.

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Kristie Thomas
Procurement Officer & Procurement Card Program Administrator
Division of Procurement
859.258.3329 office
lexingtonky.gov

June 27, 2025

I (Gary Libby) have a small business (Skybax Ecological Services, LLC) with headquarters in Berea, Kentucky, since 2005. We are a small, but specialized, company that does wildlife and botany surveys, management plans, invasive species control, native plant installations (trees, shrubs, grasses and wildflowers), stream and wetland restoration, natural areas maintenance, and trail construction.

We have been providing greenway maintenance services for LFUCG for several years. This includes planting trees, shrubs, and perennials, tree cutting and pruning, mulching, control of invasive species, trash and debris pickup. This would be "Installation & Maintenance Services", M1 – M6.

References:

Michael LeMaster, LFUCG – Project Manager -Contract Operations & Oversight
(859) 285-7668

Current projects: Mable Lane Greenway, Cane Run/Meadow Park Greenway, Willowwood Planted Bed, Dantzler Court Greenspace, Meadowbrook Park Tree Planting (\$46,080.00 FY25 Greenway Maintenance 227-2020, PO LFO0208327, Supplier 0000036131)

Ken Cooke, FOWR – Treasurer
(859) 940-8234

Current projects: Preston's Cave Springs Park (bush honeysuckle control, native plant installation and seeding), Gardenside Park (poison ivy removal) (\$14,425.00)

Laurie Daughtery, Manager – Key Steward
(859) 576-1966

Current project: Tobit's Trace Park Greenspace (wildflower meadow maintenance, perimeter buffer mowing, hillside woodland management, invasive species control, trail maintenance) (\$3,070.00)

Key staff:

Gary Libby (Supervisor, On-site, Vegetation Management/Ecological Restoration Expert) (Berea College, B.A. Biology 1992)

Jacob Hamrick (Technician, Vegetation Management, Plant Installation, Debris & Trash Pick-up)

Will Harmon (Technician, Vegetation Management, Plant Installation, Debris & Trash Pick-up)

Ray Eaton (Technician, Vegetation Management, Plant Installation, Debris & Trash Pick-up)

If you need any additional information, please give me a call. Thanks.

Sincerely,

Gary Libby

Restoration Ecologist/Site Supervisor

Enclosure



LEXINGTON

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
2023 NET PROFITS LICENSE FEE RETURN - FORM 228

| | |
|-------------------|------------|
| Account Number | |
| Fiscal Year End | 2023 |
| Federal ID or SSN | 37-1517297 |

Check if: ☐ Initial ☐ Amended ☐ Final ☐ Address Change

Skybax Ecological Services, LLC
PO Box 1093
Berea, KY 40403

QUESTIONS (ANSWER FULLY)

- A. Nature of business: _____
- B. Date business started in Fayette County: _____
- C. Did you have employees in Fayette County in 2023?
☐ Yes ☒ No
- D. Basis on which this return is prepared: ☒ Cash ☐ Accrual
- E. Filing status per federal return:
☐ Corporation ☒ S-Corp ☐ Partnership
☐ Individual Owner ☐ Other _____
- F. Is the business entity an affiliate or subsidiary of a consolidated federal return?
☐ Yes ☒ No
If yes, FEIN of parent: _____
- G. If organization was discontinued, check appropriate box:
☐ Dissolution ☐ Sale ☐ Merger Date: _____
Successor name, address, and FEIN: _____

☐ MINIMUM LICENSE FEE EXEMPTION

The requirement for exemption is gross receipts from all Federal Form 1040 Schedules C, F & 1099-Misc EQUAL TO OR LESS THAN \$4400 and/or Schedule E gross rents LESS THAN \$50,000. (See Instructions). Attach all federal forms, sign and date this form, and return by April 15, 2024.

SECTION 1: CALCULATION OF LICENSE FEE LIABILITY

Office Use Only

| | | | |
|--|-----|--------|--|
| 1. Adjusted net business income from Worksheet 1, Line 19 (attach federal return and all schedules)..... | 1. | 71,614 | |
| 2. Apportionment percentage from Section 2, Line 4..... | 2. | 84% | |
| 3. Net profit subject to license fee (Line 1 x Line 2)..... | 3. | 60,116 | |
| 4. Sole proprietors 65 or older deduct \$3,000.00 DOB ____/____/____ | 4. | | |
| 5. Adjusted net profits (Line 3 - Line 4)..... | 5. | 60,116 | |
| 6. License fee liability (Line 5 x 2.25%). If less than \$100.00, enter \$100.00..... | 6. | 1353 | |
| 7. Less minimum license fee paid for 2023 (non-refundable)..... | 7. | 100 | |
| 8. Subtotal (Line 6 - Line 7). Cannot be less than zero..... | 8. | 1253 | |
| 9. Less estimated payments and prior year credits (attach schedule)..... | 9. | | |
| 10. Subtotal (Line 8 - Line 9)..... | 10. | 1253 | |
| 11. Plus minimum license fee due FOR 2024 (\$100.00)..... | 11. | 100 | |
| 12. Net amount due (if < 0 enter amount here and on Line 15)..... | 12. | 1353 | |
| 13. Penalty and interest (see instructions) Penalty \$ 270 Interest \$ 54 | 13. | 324 | |
| 14. Total amount due (Lines 12 + Line 13)..... | 14. | 1677 | |
| 15. Indicate amount of overpayment if any from Line 12..... | 15. | | |
| 16. Amount on Line 15 to be refunded | 16. | | |
| 17. Amount of Line 15 to be credited to 2024 | 17. | | |

Office Use Only

MAKE CHECK PAYABLE TO LFUCG

Division of Revenue
PO BOX 14058
LEXINGTON KY 40512

I hereby certify that the statements made herein and in any supporting schedules are true, correct, and complete to the best of my knowledge.

| | | | |
|--|----------------|--|---------|
| Preparer's Signature (return must be signed above) | Date | Signature of Licensee(s) (return must be signed above) | Date |
| Print Name | PTIN or FEIN # | Print Name | |
| Address | Phone # | Title | Phone # |

ALL PTIN, FEIN#, AND SOCIAL SECURITY NUMBERS MUST BE SUPPLIED FOR BOTH THE TAX PREPARER AND LICENSEE(S)

This return must be filed and paid in full on or before the 15th day of the 4th month after close of Fiscal Year.

WORKSHEET 1 - Calculation of Adjustment Net Business Income

| Please complete the column that relates to the business federal entity classification | Individual | Partnership | Corporation |
|---|------------|-------------|-------------|
| 1. Non-employee compensation as reported on Form 1099-Misc reported as other income on Federal Form 1040 (Attach federal schedules) | | | |
| 2. Net profit or (loss) per Federal Schedule C of Form 1040 (Attach Form 1040 and applicable schedules) | | | |
| 3. Capital gain from Federal Form 4797 or Form 6252 reported on Schedule D of Form 1040 (Attach federal schedules) | | | |
| 4. Rental income or (loss) per Federal Schedule E of Form 1040 (Attach Form 1040 and applicable schedules) | | | |
| 5. Net farm profit or (loss) per Federal Schedule F of Form 1040 (Attach Form 1040 and applicable schedules) | | | |
| 6. Ordinary gain or (loss) on the sale of property used in a trade or business per Federal Form 4797 (Attach federal schedules) | | | |
| 7. Ordinary income or (loss) per Federal Form 1065 (Attach Form 1065 and applicable schedules) | | | |
| 8. Taxable income or (loss) per Federal Form 1120 or 1120A or Ordinary income or (loss) per Federal Form 1120S | | | 71,056 |
| 9. State Income Taxes and Occupational License Fees deducted on the Federal Schedule C, E, F or Form 1065, 1120, 1120A or 1120S | | | 558 |
| 10. Additions from Schedule K of Form 1065 or Form 1120S | | | |
| 11. Net operating loss deducted on Form 1120 | | | |
| 12. Total Income - Add lines 1 through line 11 | | | 71,614 |
| 13. Subtractions from Schedule K of Form 1065 or Form 1120S | | | |
| 14. Alcoholic beverage sales reduction (Attach computation) | | | |
| 15. Other Adjustments (Attach schedule) (See instructions) | | | |
| 16. Non-Taxable Income (Attach schedule) | | | |
| 17. Professional Expenses not reimbursed by the partnership (Attach schedule) | | | |
| 18. Total Deductions - Add lines 13 through line 17 | | | |
| 19. Adjusted Net Profit - Subtract Line 18 from Line 12. Enter here and on line 1 of Section 1 on the front page. | | | 71,614 |

SECTION 2: CALCULATION OF ALLOCATION PERCENTAGE

All licensees whose business operations were not conducted entirely within the Urban County must complete this section

| Apportionment factors | Column A | Column B | Column C |
|---|-------------------------|------------------|----------|
| | Within the Urban County | Total Everywhere | A/B=C |
| 1. Sales factor (See instructions) | \$ 106,436 | \$ 126,441 | 84% |
| 2. Payroll factor (See instructions) | \$ | \$ | |
| 3. Total percentages | | | % |
| 4. Apportionment percentages | | | 84% |
| (a. If your business had both factors then divide line 3 by two.) | | | |
| (b. If your business only had one factor then enter the single factor percentage here and Line 2, Section 1.) | | | |



Board of Education of Fayette County
2023 Net Profits Occupational License Tax Return

FORM 228-S

Make check payable to:
Fayette County Public Schools (FCPS)

Mail to:
Fayette County Public Schools
Tax Collection Office
P.O. Box 55570
Lexington, KY 40555-5570

DO NOT SEND CASH IN THE MAIL

Account Number

Federal ID or SSN

37-1517297

For Year Ending

2023

- A. Nature of business _____
- B. Date business started in Fayette County _____
- C. If organization was discontinued, state when _____
☐ Dissolution ☐ Sale Name of Successor _____
- D. Did you have employees in Fayette County in 2023? Yes ☐ No ☒
- E. Have federal authorities changed the net income as originally reported for any prior years? Yes ☐ No ☒
If yes, have amended returns been filed? ☐ ☐
If no, attach schedule of changes for each year. _____ Years _____
- F. Please check box if business had no activity within Fayette County ☐
- G. Please indicate filing status per Federal return: ☐ Individual
☐ Corporation ☒ S-Corp ☐ Partnership Other _____
- H. Please check box if this return is:
☐ Initial ☐ Final ☐ Amended

SECTION 1: CALCULATION OF LICENSE TAX LIABILITY

| | | |
|---|-----|--------|
| 1. Adjusted Net Profit from applicable worksheet — see reverse Attach applicable Federal Schedules | 1. | 71,614 |
| 2. Average allocation percentage (Section 2, Line 4, Column C)..... | 2. | 84% |
| 3. Adjusted Net Profits (Line 1 X Line 2)..... | 3. | 60,116 |
| 4. License tax due (Line 3 X .005)..... | 4. | 301 |
| 5. Less credits (attach schedule)..... | 5. | |
| 6. Subtotal (Line 4 - Line 5) | 6. | 301 |
| 7. Interest (1% per month or portion of month)..... | 7. | 12 |
| 8. Penalty (5% per month or portion thereof, not to exceed 25% minimum \$25)..... | 8. | 60 |
| 9. Balance due (add lines 6 through 8) | 9. | 373 |
| 10. Overpayment: check preference <input type="checkbox"/> Refund <input type="checkbox"/> Credit | 10. | |

SECTION 2: CALCULATION OF ALLOCATION PERCENTAGE

| APPORTIONMENT FACTORS | Column A Urban Co. Factor | Column B Total Everywhere | Column C A/B=C |
|--|------------------------------|------------------------------|-------------------|
| 1. Sales factor (see instructions)..... | \$ 106,436 | \$ 126,441 | 84% |
| 2. Payroll factor (see instructions)..... | \$ | \$ | |
| 3. Total percentage (add Column C, Lines 1 and 2) | | | 84% |
| 4. Average allocation percentage (Column C, Line 3 divided by number of factors). Enter on Line 2, Section 1 | | | |

This form must be filed and PAID IN FULL on or before April 15, 2024, or by the 15th day of the 4th month after close of fiscal year.

I hereby certify that the statements made herein and in any supporting schedules are true, correct, and complete to the best of my knowledge.

| | | | | |
|----------------------|-----------|--------------------------|-----------------------|-------|
| Preparer's Signature | Date | RETURN MUST BE SIGNED | Signature of licensee | Date |
| Print Name | Phone No. | | Print Name | Title |

Net Profits Occupational License Tax Return
Worksheet 1—Calculation of Adjusted Net Business Income

ENCLOSE ALL APPLICABLE FEDERAL FORMS AND SCHEDULES

Please complete the column that relates to your form of business

Individual

Partnership

**Corporation -
S - Corporation**

Other

| | | | | | |
|-----------|---|-----------|-----------|-----------|--|
| 1 | Non-employee compensation from Form 1099—Misc reported as "other income" on federal Form 1040 (attach 1040 and 1099) | | NA | NA | |
| 2 | Net profit or (loss) per Federal Schedule C or C-EZ of Federal Form 1040 (attach Form 1040, Schedule C or Schedule C-EZ) | | NA | NA | |
| 3 | Rental Income or (loss) per Federal Schedule E of Form 1040 (attach Form 1040 and Schedule E) | | NA | NA | |
| 4 | Net Farm Income or (loss) per Federal Schedule F of Federal Form 1040 (attach Form 1040 and Schedule F) | | NA | NA | |
| 5 | Gain or (loss) on the sales of business property from Federal Form 4797 or Form 6252 reported on Schedule D of Form 1040 (attach Form 4797 or Form 6252) | | NA | NA | |
| 6 | Ordinary business income or (loss) per Federal Form 1065 (attach Form 1065 and applicable schedules) | NA | | NA | |
| 7 | Taxable income or (loss) per Federal Form 1120 or 1120A OR Ordinary income or (loss) per Federal Form 1120S (attach applicable forms; 1120, 1120A or 1120S and all applicable schedules) | NA | NA | 71,056 | |
| 8 | State and local license taxes or fees based on income deducted on Federal Schedule C, E, F, 1065, 1120, 1120A or 1120S (attach schedule) | | | 558 | |
| 9 | Additions from Schedule K of Federal Form 1065 or 1120S (attach Schedule K and applicable schedules) | NA | | | |
| 10 | Net operating loss deduction from Form 1120 | NA | NA | | |
| 11 | Partner's Salaries from Form 1065 (if not added back on Line 9) | NA | | NA | |
| 12 | Expenses associated with income not subject to the license tax (attach schedule) | | | | |
| 13 | Other Adjustments (attach schedule) | NA | NA | | |
| 14 | Total Income (add Lines 1 through 13) | | | 71,614 | |
| 15 | Subtractions from Schedule K of Federal Form 1065 or Form 1120S (attach Schedule K and applicable schedules) | NA | | | |
| 16 | Income included in Line 14 deemed not subject to the license tax (full explanation and schedule must be attached) | | | | |
| 17 | Total Deductions (add Lines 15 and 16) | | | | |
| 18 | Adjusted Net Profit (Line 14 less Line 17) Enter result on Section 1, Line 1 of front page | | | 71,614 | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2025

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

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

| PRODUCER Cole Insurance Agency, Inc. P.O. Box 1507 310 Highland Park Richmond KY 00476 | CONTACT NAME: Amy Stepp PHONE (A/C, No. Ext): (859) 623-4309 FAX (A/C, No): (859) 623-4315 E-MAIL ADDRESS: amy@coleinsinc.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---------------------------------------|-------|---------------------------------------|-------|-----------------|--|------------|--|------------|--|------------|--|
| INSURED Skybox Ecological Services, LLC. 107 Vanwinkle Drive PO BOX 1093 Berea KY 40403 | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B: Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER C: Kemi</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Nautilus Insurance Company | 17370 | INSURER B: Nautilus Insurance Company | 17370 | INSURER C: Kemi | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Nautilus Insurance Company | 17370 | | | | | | | | | | | | | | |
| INSURER B: Nautilus Insurance Company | 17370 | | | | | | | | | | | | | | |
| INSURER C: Kemi | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL2572303849 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------------|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | ECP2024822-17 | 11/20/2024 | 11/20/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 | | | | |
| | | | MED EXP (Any one person) \$ 5,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | FFX204762910 | 07/23/2025 | 11/20/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | AGGREGATE \$ 1,000,000 | | | | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 421593 | 06/19/2025 | 06/19/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

Lexington - Fayette Urban County Government
200 E Main Street

Lexington

KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|---------------|-----------------------|------------------------|----------------------------|
| ECP2024822-17 | 11/20/2024 | 11/20/2025 | 11/20/2024 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

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

- Bodily injury** or **property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|---------------|-----------------------|------------------------|----------------------------|
| ECP2024822-17 | 11/20/2024 | 11/20/2025 | 11/20/2024 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

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

III. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.