



**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>	<b>Check One:</b>	<b>Proposed Delivery:</b> <u>          </u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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

Submitted by: United Landscape

*Firm Name*

729 Bellaire Ave.

*Address*

Lexington, KY 40508

*City, State & Zip*

**Bid must be signed:**

*Jonathan Green* *Field Production Manager*  
**Signature of Authorized Company Representative – Title**

Jonathan Green

*Representative's Name (Typed or printed)*

859-252-8444 Ext. 23

*Area Code - Phone - Extension*

*Fax #*

jag@unitedlandscape.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, Jonathan Green, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jonathan Green and he/she is the individual submitting the bid or is the authorized representative of United Landscape, 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.

Jonathan Green

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Type text here Jonathan Green on this the 26TH day  
of June, 2025

My Commission expires:

7/27/2026

Levi Ann Harris, KENT 53650  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes X                      No       

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

**KRS 45.610. Hiring minorities - Information required**

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

**KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor**

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

**KRS 45.630 Termination of existing employee not required, when**

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

**KRS 45.640 Minimum skills**

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 4 - 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - ( ) 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

### Bidders

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

Signature \_\_\_\_\_

United Landscape

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

6/25/2025  
Date

# **WORKFORCE ANALYSIS FORM**

Name of Organization: United Landscape

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	2	1	1													1	1
Professionals	3	1	2													1	2
Superintendents	2	2														2	
Supervisors	0																
Foremen	8	2		5		1										8	
Technicians	2	1	1													1	1
Protective Service	0																
Para-Professionals	0																
Office/Clerical	1		1														1
Skilled Craft	9	1		8												9	
Service/Maintenance	0																
<b>Total:</b>	<b>27</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>1</b>										<b>2</b>	<b>5</b>

Prepared by: Elizabeth VanMeter, HR Manager

Date: 06 / 23 / 25

(Name and Title)

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](mailto: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](mailto: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](mailto:smiller@lexingtonky.gov).



# 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.

United Landscape

**Company**

6/25/25

**Date**

Jim McFarlane

**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.

United Landscape

**Company**

6/25/25  
**Date**

Jim McFarlane

**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:	United Landscape	Date:	6/25/25
Project Name:		Project Number:	78-2025
Contact Name:	Jim McFarlane	Telephone:	859-252-8444
Email:	jwm@unitedlandscape.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.**

Click or tap here to enter text.  N/A

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

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 do not foresee the need to use subcontractors for this procurement

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.

United Landscape

**Company**

6/25/25

**Date**

Jim McFarlane

**Company Representative**

Owner

**Title**

4870-1925-6809, v. 1

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

### Safety and Loss Control

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

### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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

00410168

**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.

- 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.

- 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.

## **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.

- 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.

- 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.

## 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

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,

- 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>.



June 24, 2025

Ms. Kristie Thomas  
Purchasing  
200 East Main Street  
Lexington, KY 40507

Dear Ms. Thomas,

Since 1994, United Landscape has served private residences, homeowner associations, family estates, and selected commercial properties in the beautiful Bluegrass region of Central Kentucky. We are a full-service landscape contracting company with a relentless passion for enhancing our environment and outdoor spaces for both our clients and community overall. We cultivate highly skilled staff, use the finest quality materials, and have a true commitment to service.

We provide all the services listed in your proposal: landscape maintenance, bed prep, planting, and mowing of any type of green space, as well as lawn care treatments, and hardscaping/ design/build services. We encourage the use of native plants with all our clients and strive to create a nurturing environment for growth, while minimizing the use of chemicals and addressing water issues. We have a fleet of service vehicles and own the majority of the equipment required to help serve approximately 245 clients annually.

More than ten years ago, we established one of Lexington's only dedicated plant health care (PHC) practices. Through this and our lawn care treatments, we are trained in the use of organic applications, and we practice integrated pest management in our PHC program. We are also skilled in managing stormwater quality on a residential to commercial scale.

Last, through a wonderful opportunity via LFUCG and US EPA, we are in the process of completing a groundwater mitigation project at our own facility that includes formation of several rain and pollinator gardens, dry creek beds, and permeable surface installation to address water run-off.

We are pleased to bid on the proposal for the urban service area's Greenway Maintenance, and trust that the references included will attest to the consistent quality of our broad range of services. Please don't hesitate to contact me with any questions. We appreciate the opportunity and would love to take enhancing Lexington as a showplace community.

Sincerely,

Jim McFarlane  
President

OUR TEAM CARES



**LEXINGTON**

**Division of Revenue  
200 East Main Street  
Lexington, KY 40507**

**Customer ID: 10558600**

**Location No: 1**

**Date: June 26, 2025**

## ***BUSINESS OCCUPATIONAL LICENSE***

Is issued for the period:

**2025**

*R. Hawes*

**ISSUED**

**JUN 26 2025**

**LFUCG**

**UNITED LANDSCAPE SVC INC  
729 BELLAIRE AVE  
LEXINGTON KY 40508-1305**

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. **This license is not transferable, and must be renewed annually with Form 228, Net Profits License Fee Return, due April 15<sup>th</sup> or the 15th day of the 4th month following the close of the licensee's fiscal year.**

**Lexington Fayette  
Urban County Government  
CONTRACTOR REGISTRATION**



Be It Known That  
UNITED LANDSCAPE SERVICES INC  
is hereby granted  
Registration # 11617  
as a  
Specialty Contractor  
in Lexington-Fayette County  
Expiration Date: 12/31/2025

HERE IS YOUR WALLET CARD. YOU MAY CUT OUT AND SIGN THE BACK TO CARRY WITH YOU.

**LEXINGTON-FAYETTE URBAN COUNTY  
REGISTERED CONTRACTOR**



UNITED LANDSCAPE SERVICES  
INC  
is registered as a  
Specialty Contractor

*Registration #*  
11617

*Expiration Date*  
12/31/2025



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## References

Please find references below for two commercial customers and a horse farm. Each has engaged our services for more than three years, although the Sturgills recently moved from their farm in 2024. We are helping the current farm owners develop a plan for their landscaping and design needs. The cumulative total for all contracts with each client is \$100K.

### Quantrell Auto Group

Brentley Jones

859-266-2161

Annual maintenance contract = \$56K+ for seasonal clean-ups, trimming & pruning, mowing, mulching, leaf clean-up, lawn care and weed control, planting for seasonal color and containers, plant health care, irrigation startup, testing, and winterization. We also service Mr. Jones' residence.

### Rock House Farm

Richard Sturgill

859-533-7175

The farm's most recent annual maintenance contract was for 2023 = \$110K+ for detailing, mowing, mulching, seasonal clean-ups, perennial care, seasonal containers and displays, trimming & pruning, leaf clean-up, lawn care and weed control, planting for seasonal color, plant health care, irrigation startup, testing, and winterization. We also service the Sturgill's new home and business interests.

### Young Properties

Paul Vandersteen

859-913-0814

We service many of the Young's business interests and residences. One of our larger contracts with them is attached, which = \$39K+ for Young Properties/W.T, Young Storage. For this property, we provide season clean-ups, mowing, brush control, trimming & pruning, PHC services, boxwood care and lawn care. We also take care of the Young's residences, Palumbo Drive properties, and the Overbrook Farm cottage.

A sample contract for each client is attached.



OUR TEAM CARES



## Young\_2225 Young Drive Service Proposal

**YOUNG PROPERTIES**  
**PO BOX 1110**  
**C/O PAUL VANDERSTEEN**  
**LEXINGTON, KENTUCKY 40588**

**Sales:** Kim Ellington

**Young\_2225 Young Drive\_LM25**

2225 Young Drive Lexington, Kentucky 40505

**Est ID:** EST2814224 2025

**Date:** Jan-01-2025

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Dear Chris,

Thank you for the opportunity to maintain the office park on Young Drive. We truly appreciate your business and sincerely hope our service exceeds your expectations.

2025 reads similar to 2024 in the number of services. Changes are as follows-

- Increase in square footage for dormant oil application to include Hawthorne trees
- Increase-Brush control for service Rd-Chemical product price increase and actual labor from previous year to treat areas.

Please contact us if you feel our proposal does not meet your needs. We'd be happy to make any necessary changes.

Job specifications are available upon request.

Please sign and date the acceptance page, and return it *with payment if applicable*. Please contact us if you have any questions. We look forward to serving your maintenance needs for many years to come.

Sincerely,

*Kim Ellington*

Account Manager

CONTRACT SERVICES	Visits	Billing Type
Winter Cleanup	1	Per Season

This is work done in January and February. Work is on a budgeted time basis and our crew will prioritize the work to achieve the most most impact in the budgeted time. The work may include any of the following:

- Walk through lawn and landscape areas removing any debris left by winter storms, excluding major tree damage
- Blowing or raking mulch back into beds
- Pull Winter weeds

Mow GOLD Service & Detailing	28	Per Season
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#### **MOWING-Main area around office weekly**

Prior to mowing, the lawn areas will be cleared of any light amounts of trash, tree limbs or other debris type obstructions except leaves and heavy amounts trash, tree limbs or other debris type obstructions unless contracted otherwise.

#### **DETAILING**

This job is scheduled with mowing visits. Weed control in beds and hardscapes is the main focus.

NOTE: In addition to weed control this job also includes the following:

Remove Southern Magnolia leaf removal as needed throughout the season.

Mow Gold Service-Secondary	22	Per Season
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Mowing secondary-outer areas biweekly July 1- November 6th

Spring Cleanup	1	Per Season
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Includes main office, outlying evergreen trees previously mulched with pine needles. Young drive trees and shrubs, gym entry.

- We systematically remove all winter debris from landscape bed and lawn areas, spot prune any damaged stems or branches of trees and shrubs (only those less than 15' in height) and trim ground cover as needed.
- We spade edge beds and tree rings.

**CONTRACT SERVICES****Visits    Billing Type**

- We apply a granular application of a proven pre-emergent herbicide for weed control.
- We haul off all debris for recycling.

**Spring Mulching** **1    Per Season**

**Trim & Prune Summer** **1    Per Season**

**Mulch Turning-Apply Pre-emergent Weed Control** **1    Per Season**

Either mechanically or by hand tools we will turn mulch.

Benefits are:

- Rejuvenates faded or compressed mulch, which brings back the "new" look.
- Aerating mulch helps prevent fungus and mold from growing.
- Breaking up compressed mulch promotes composting and allows water to filter through to plant roots.

**Brush Control-Service Road Area** **1    Per Season**

Treat areas along service road early spring with new emergence of weeds

**Leaf Cleanup** **4    Per Season**

**Leaf Cleanup - Final Visit** **1    Per Season**

Leaf cleanup agreements are based on a given number of visits at a set price during the period 11/01 – 12/31. On all except the final visit we will only remove leaves from turf and hardscape areas unless agreed and specified in writing otherwise. On each visit our crew will make one pass with our equipment through the areas agreed. On our final visit we include removing leaves from bed areas. Leaves are hauled away and disposed of at a business that recycles them as compost. We will remove leaf debris to the best of our ability but unfortunately after any one of these visits we cannot guarantee that your landscape will remain clear of leaves for any period.

**PHC - Dormant Oil Appln.-Crabapple, Hawthornes & Boxwood** **1    Per Season**

Dormant season horticultural spray oil delivers excellent pest management, is safe, and a environmentally friendly alternative to chemical sprays.

**PHC - Boxwood Psyllid Control** **1    Per Season**

**PHC - Winter Protection** **1    Per Season**

An application of an Anti-Transpirant forms a thin protective film on plants which reduces plant stress due to water loss. By reducing water loss, it has been shown to reduce the effects of UV degradation,

**CONTRACT SERVICES****Visits    Billing Type**

frost, and windburn. With a single application you create multiple benefits for your trees and plants. The Anti-Transpirant is a clear, durable coating that will be effective for several months after application. It is a mixture of polyethylenes and polyterpenes and forms an emulsion with water and will coat the leaf with a clear, glossy film that remains durable and stable. This coating will retain its effectiveness for several months on dormant plants, or until plants "outgrow" the membrane.

**Target Plants:**

<b>PHC - Boxwood Leafminer Control</b>	<b>1</b>	<b>Per Season</b>
<b>Lawn Care - Pre-Emergent Weed Control + Fertilizer</b>	<b>2</b>	<b>Per Season</b>
<b>Lawn Care - Liquid Aeration-Excludes islands beyond office</b>	<b>1</b>	<b>Per Season</b>
<b>Lawn Care - Broadleaf Weed Control</b>	<b>2</b>	<b>Per Season</b>
<b>Lawn Care - Grub and Insect Control-Excludes Islands beyond office</b>	<b>1</b>	<b>Per Season</b>
<b>Lawn Care - Fall Fertilizing</b>	<b>2</b>	<b>Per Season</b>

## **Landscape Maintenance Terms & Conditions**

### **General**

United Landscape (UL) proposes to furnish material and labor – complete in accordance with the attached specifications. Any alteration or deviation from the attached specifications involving extra costs will be executed only upon written agreement signed by both you and an authorized representative of United Landscape and will be an extra charge over and above the attached specifications. This Contract, and all terms stated herein, is contingent upon strikes, accidents, or delays beyond our control.

### **Mowing**

UL will do its best to mow turf when it is most suitable for the species of grass and site-specific needs of our clients. However, we do reserve the right to determine when conditions are too adverse (e.g. too wet or too dry). We know what impact our equipment can have on the condition of your grass in adverse conditions and what impact the grass can have on our equipment.

### **Hidden Hazards**

UL makes every effort to avoid damage to property. UL will not be responsible for items such as dog fences, sprinkler systems, and other underground facilities that are not accurately marked by the owner. UL does notify KY One-Call Service prior to excavation; however, only major utility companies such as Kentucky Utilities, Windstream, and Columbia Gas are members of this organization. Any underground services installed by homeowners will not be marked by One-Call and are therefore not covered.

### **Payment Options & Billing**

Please be aware of our 3 standard payment options. Unless otherwise requested, we will continue billing you according to last year's payment plan. If you would prefer an alternative option please let us know and we'll send a revised billing agreement.

**Per Visit** - Completed jobs will be billed at the end of each month and will be due within 15 days thereof unless otherwise stated.

**Installments** - Your total landscape maintenance contract divided into LEVEL monthly installments. Typically this is 12 installments over the full calendar year if your agreement starts on January 1st. Just let us know if you prefer a reduced number of installments. Installments are billed at the end of each month and will include details of all services completed for that month and will be due within 15 days thereof unless otherwise stated.

**Prepay** - Save 3% on your total payment. This reduced rate is available for established customers of at least one year who pay with check or cash. Payment must be received within 15 days of contract approval.

Late fees of \$5.00 or 2% per month (which ever is greater) shall accumulate on all past due invoices. Failure to pay any invoice when due shall constitute default. In the event of default, United Landscape may, at its option, terminate this Contract immediately and pursue all remedies available to it.

**The specifications and pricing as per the schedule of services are satisfactory and are hereby accepted.**

**United Landscape is authorized to do the work as specified.**

**Estimate authorized by:**

*Kim Ellington*

Kim Ellington

**Estimate approved by:**

**Signature Date:**

06/25/2025

**Signature Date:**

**Email:**

kje@unitedlandscape.net



## 2025 Landscape Maintenance Proposal

**QUANTRELL AUTO GROUP**  
**1490 EAST NEW CIRCLE ROAD**  
**LEXINGTON, KENTUCKY 40509**

**Sales:** Jim McFarlane

**Jones, B\_LM25**

1801 Glenhill Drive Lexington, Kentucky 40502

**Est ID:** EST2840696 2025

**Date:** Feb-10-2025

Dear Brentley,

Thank you for the opportunity to help maintain your landscape. We truly appreciate your business and sincerely hope our service exceeds your expectations. Each proposal we prepare is customized. Consideration is given to the expectations of the customer as well as the type of turf, plant material, and other facets of the landscape.

**Changes/additions recommended for this season are as follows:**

- **As a client with lawn care services, we want to advise you that we've seen resistance in 2024 to the product we were using for Grub & Insect Control . We are changing to another product to avoid the situation getting worse. The good news that comes with this change is that the product we have chosen is well proven and has no known adverse effects on beneficial and non-target organisms including earthworms and honeybees.**

As always, if there any other landscape maintenance, lawn care, tree and shrub care or landscape improvements you need we'd love the opportunity to work with you on those too. It's our mission to make sure you get the most utility and enjoyment from your landscape.

Please contact me if you feel our proposals for maintenance does not meet your needs. I'd be happy to make any necessary changes!

**We offer the following payment options:**

1. **Pay per service** - invoices sent 1st of the month for prior months services. No payment due with signed contract.
2. **Equal monthly installments** - invoices sent 1st of the month with prior months services along with monthly installment cost. No payment due with signed contract. Contract start date 1/31/25.
3. **Full pre-pay** (receive a 3% discount) - No invoice is sent, please mail a check to the office for the full amount due, see the discounted total at the end of the proposal. Credit card, ACH payments, and portal payments do not qualify for the discount. If you prefer to pre-pay through the portal, let us know so we can send you an invoice (no discount included) for the contract total.

**IMPORTANT: Please let us know your preferred payment option** either **by email** or **through the Customer Portal** so we can set up your contract with the chosen payment option.

**Job specifications** are detailed where appropriate on the proposal. We look forward to serving your maintenance needs for many years to come.

Sincerely,

Jim McFarlane

CONTRACT SERVICES	Visits	Billing Type
Winter Cleanup	1	Per Season

Work may include but is not limited to the following:

- Walk through lawn and landscape areas removing any debris left by winter storms (excluding major tree damage).
- Remove any weeds in beds.
- Re-edge any beds if needed.
- Blowing or raking mulch back into beds.

<b>Trim &amp; Prune Winter</b>	<b>1</b>	<b>Per Season</b>
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Many garden plants benefit from pruning, but it's important to prune at the right time of year, in the right way. Winter pruning takes place when plants are dormant.

The aim of winter pruning is to encourage vigor so that fruit trees are productive and shrubs don't outgrow their space. This is the time to prune your roses, cut back clematis and reshape fruit bushes and trees. Once the leaves have fallen it's easy to see a plant's framework. While plants are dormant, it's also a good time to carry out renovation pruning, to revive plants that can become large and unproductive, such as viburnum and boxwood. Pruning in winter can also help control or prevent the spread of disease.

Our maintenance crews are trained to selectively trim and prune shrubs and small trees that are less than 15' in height, all in accordance with the standards set by the International Society of Arboriculture. UL has Certified Arborists on staff to ensure these standards are met. UL will keep an inventory of your plants and only trim and prune at the time of year that maintains your plant's best health and favorite characteristics. For large tree pruning or removal (plants over 15' in height) we can refer you to a preferred Tree Service Company.

**Your Target Plants for Winter Pruning are as follows:**

- Filter pruning boxwood
- Prune to shape and reduce sweet bay magnolias in back yard
- Prune roses to shape
- Filter prune all Taxus in front yard, by garden and screening driveway.
- Trim back wintercreeper and ivy in beds

<b>Mow GOLD Service &amp; Detailing</b>	<b>32</b>	<b>Per Season</b>
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Prior to mowing, the lawn areas will be cleared of any light amounts of trash, tree limbs or other debris

## CONTRACT SERVICES

## Visits Billing Type

type obstructions except leaves and heavy amounts trash, tree limbs or other debris type obstructions unless contracted otherwise.

**Gold Service:** Turf will be completely and evenly mowed at a height most suitable for the turf type and other site-specific needs. We will change mowing direction on each visit. If needed, we will double cut your lawn to avoid any unsightly grass clippings. In areas we cannot reach with a lawn mower we string trim the turf to the height of the adjacent turf. We stick edge the edges of all sidewalks, driveways and curbs. Grass clippings on all turf and non-turf surface areas will be blown off, to maintain a neat appearance.

Note: It is not our standard policy to bag lawn clippings. Turf research shows that by using appropriate and well-maintained mowers, it is better to return clippings to the lawn for their nutritional value. This process is called "grass cycling" and it is a tremendous help to our environment. Our crews are instructed whenever possible to avoid sending clippings into mulched areas and tidy mulched areas where it is unavoidable. An additional charge (see Terms and Conditions) will be applied to cover the cost of waste removal when bagging is done. If UL is not contracted to do leaf cleanups it will be the responsibility of the homeowner to have leaves cleaned up by time of next scheduled visit (see Terms & Conditions).

**Detailing:** This job is typically scheduled with mowing visits. Weed control in beds is the main focus and other regular tasks can be added. We have a no tolerance policy towards weeds but cannot guarantee some weeds will not appear despite our control methods. When we use post emergent chemical controls, we ask you to be patient to allow time for the herbicides to work, weather and other factors permitting.

NOTE: In addition to weed control this job also includes the following:

- Picking up sticks and debris in lawn and beds
- Blowing off walks, patio and pool deck
- Trimming ground cover as needed
- Dead heading shrub roses

### Spring Cleanup

#### 1 Per Season

A four-step process as follows:

- We systematically remove all winter debris from bed areas, spot prune any damaged stems or branches of trees and shrubs (only those less than 15' in height) and trim ground cover as needed.
- We spade edge beds and tree rings.
- We apply a granular application of a proven pre-emergent herbicide for weed control.
- We haul off all debris for recycling.

### Spring Mulching

#### 1 Per Season

Mulching has proven to be an important part of Landscape Maintenance. It can truly benefit your plants health, save water, control weeds and look great. However, over mulching or the incorrect placement of mulch can be detrimental to your plant's health. Our staff is trained to identify conditions and apply mulch accordingly. We install Pine Bark Nuggets unless specified otherwise. Our goal is to have a 2-3" layer of organic matter topdressing the planting area that is both functional and neat in appearance. UL reserves the right to perform the 'Spring Clean Up' and 'Spring Mulching' on different days but within a week of each other.

CONTRACT SERVICES	Visits	Billing Type
Seasonal Color - Summer	1	Per Season

Up to 25 Pots and planters and foundation bedding plants

## Detailing 20 Per Season

**Scope of work:** Maintain the summer color and edibles planted in containers: water, fertilize and deadhead.

## Trim & Prune Summer 1 Per Season

Selective trimming and pruning of shrubs and small trees that are less than 15' in height - Our maintenance crews are trained to trim and prune in accordance with the standards set by the International Society of Arboriculture. UL has Certified Arborists on staff to ensure these standards are met. UL will keep an inventory of your plants and only trim and prune at the time of year that maintains your plant's best health and favorite characteristics. **Target plants:** Viburnum, Roses, Boxwood, Hydrangea, Cut back ivy 8"-10" from base of shrubbery and trees, Taxus

## Perennial Care 3 Per Season

Perennial beds are typically a low maintenance addition to the landscape, but may need some special attention to weeding, mulching, watering, staking, pinching and budding.

- Dead head all spent blossoms
- Remove any dead stems
- Cut back houttuynia (front left groundcover)
- Cut back Nepeta (under roses in back)
- Deadhead Roses

## Trim & Prune Fall 1 Per Season

The general rule on fall pruning is do not prune in fall, but there are a few trimming and pruning tasks we can take on with confidence. The timing window for these pruning chores is from Thanksgiving to the New Year.

- Light shaping for shrubs that have uneven growth
- Dead limbs on trees
- Suckers
- Natural holiday décor

**Your target plants for trimming and pruning are as follows:** Magnolias, hollies and hydrangea

## Leaf Cleanup 1 & 2 2 Per Season

Leaf cleanup agreements are based on a given number of visits at a set price during the period 11/01 – 12/31. On all except the final visit we will only remove leaves from turf and hardscape areas unless

**CONTRACT SERVICES****Visits Billing Type**

agreed and specified in writing otherwise. On each visit our crew will make one pass with our equipment through the areas agreed.

**Leaf Cleanup Final****1 Per Season**

On our final visit we include removing leaves from bed areas. Leaves are hauled away and disposed of at a business that recycles them as compost. We will remove leaf debris to the best of our ability but unfortunately after any one of these visits we cannot guarantee that your landscape will remain clear of leaves for any period.

**Pre-emergent Weed Control - Landscape****2 Per Season**

UL will use chemical methods to control weeds before emergence.

**Lighting Scheduled Maintenance****2 Per Season****Objectives are as follows:**

- Straightening all fixtures as needed
- Cover any exposed wire
- Check transformer and connections
- Reset timer as needed
- Make sure lights are not obstructed or selective relocation of fixtures due to overgrowth of landscaping
- Repair any damaged wire
- Maintain a clean lamp lens and remove debris from well lights
- Grease any gaskets or O-rings on fixtures to prevent dry rot
- Spray sockets and back of lamp with di-electric grease to extend life of fixture and lamp.

**Water Feature - Clean Out****1 Per Season**

Because of the leaf debris that falls from the Blackgum tree that shades the pond your pond will get **Full Clean Out**. Best water quality results occur after a full clean-out is completed. Close to all the water volume is removed allowing clean-out of the pond floor. Fish are temporarily removed from the pond.

**Water Feature - Scheduled Maintenance****4 Per Season****Objectives are as follows:**

- Make sure underwater lights are not obstructed.
- Physically remove excessive amounts of string algae.
- Remove debris from pond skimmer net, stream areas and main pond area
- Inspect structural integrity of pond to prevent leaks.

**PHC - Dormant Oil Application****1 Per Season**

**CONTRACT SERVICES****Visits Billing Type**

**We use TriTek Spray Oil Emulsion, an Organic Materials Review Institute (OMRI) Listed Insecticide:** This insecticide's mode of action is through suffocation of eggs, larvae and nymphs of insects and mites and adults of soft-bodied insects. This mode of action necessitates total spray coverage. As a fungicide this product interferes with the attachment of the pathogen to the host and acts as a suffocant. For control of Aphids, Black Spot, Leaf Miners, Mites, Plant Bugs, Powdery Mildew, Psyllids, Rust, Sawflies, Scales, Whiteflies. **Target Plants: Taxus at left side of drive, Hollies, Azaleas, Rhododendron and Roses.**

**PHC - Monitoring Disease & Pests****4 Per Season**

A trained technician will be assigned to evaluate any harmful insects or disease in your landscape. The technician will be equipped to treat for some anticipated minor insect or disease problems and there will be no additional charge for this service. However, we will notify you of any serious pest problems and have a professional recommendation for you. UL employs control policies according to the guidelines of Integrated Pest Management. Whether it is fertilizing or controlling disease or insects UL has certified technicians on staff to ensure the right application is made at the correct rate with all aspects of safety in mind.

**PHC - Irrigation Program Management****3 Per Season**

Management of your irrigation program is based on a given number of visits at a set price during the period from start up to winterization.

Objectives are as follows 1) ensure controller is programmed appropriately for the areas being irrigated according to the turf and plants requirements, persisting weather conditions and with regard to water conservation 2) report any damage or malfunction of system to the client.

All servicing is to be performed by the client's irrigation contractor unless agreed otherwise.

**PHC - Granular Feed****1 Per Season**

A granular fertilizer that contains LESCO® Poly Plus® Polymer Coated Urea to provide a uniform growth with extended nitrogen feeding. **Target plants:** Roses and pachysandra

**PHC - Roses & Flowers Health Care****3 Per Season**

This treatment will protect your roses and flowers from disease and insects for up to 4 weeks. The systemic fungicide/insecticide works through the leaf and stems to protect the entire plant, including any new growth. Because the formula controls and protects the plant from the inside out, it cannot be washed off by rain once it's dried.

**PHC - Psyllid Control****1 Per Season**

Damage from the boxwood psyllid is mostly aesthetic. Leaf cupping from nymphal feeding is a

**CONTRACT SERVICES****Visits Billing Type**

distinguishing symptom. We will treat to maintain the aesthetics of your boxwood. Application of the OMRI-rated TriTek, a mineral oil emulsion, works to eliminate those damaging insects that attack our landscaped plants. **Target plants:** Boxwood

**PHC - Leafminer Control****1 Per Season**

Boxwood leafminer, *Monarthropalpusi flavus* (Schank) is native to Europe and widely distributed throughout the United States. Its introduction dates back to the same time period that common boxwood was introduced into this country. The leafminer causes serious damage to boxwood, with heavily damaged plants becoming unattractive in appearance. Application of the product Crosscheck (active ingredient: 7.9%) will work to control, protect further damage during the summer months from pests that attack susceptible plants. **Target plants:** Boxwood

**PHC - Root Feed Deciduous****1 Per Season**

According to nutrient needs we soil inject either

- For mainly nitrogen: LESCO Green Flo 18-3-6 NPK Fertilizer Solution with TRIAZONE Slow-Release Nitrogen plus Iron to supply a desired fertilizer blend for proper deciduous tree and shrub nutrition.
- For mainly phosphorous and potassium: 6-12-12 Fall Arbor Liquid Fertilizer. A specialty fertilizer blended specifically for application on trees and ornamentals in the practice of professional arboriculture.

**Target Plants:** 3 Cherry trees in front lawn, 1 Blackgum to the right of the driveway and 1 Beech in back yard

**PHC - Root Feed Evergreens****1 Per Season**

We soil inject LESCO Green Flo 18-3-6 NPK Fertilizer Solution with TRIAZONE Slow-Release Nitrogen plus Iron combined with other nutrient sources to supply a desired fertilizer blend for proper evergreen tree and shrub nutrition. **Target Plants:** Boxwood, Azalea, Taxus, Hollies

**PHC - Winter Protection****1 Per Season**

An application of an Anti-Transpirant forms a thin protective film on plants which reduces plant stress due to water loss. By reducing water loss, it has been shown to reduce the effects of UV degradation, frost, and windburn. With a single application you create multiple benefits for your trees and plants. The Anti-Transpirant is a clear, durable coating that will be effective for several months after application. It is a mixture of polyethylenes and polyterpenes and forms an emulsion with water and will coat the leaf with a clear, glossy film that remains durable and stable. This coating will retain its effectiveness for several months on dormant plants, or until plants "outgrow" the membrane. **Target Plants:** Boxwood

**Lawn Care - Pre-Emergent Weed Control + Fertilizer****2 Per Season**

**CONTRACT SERVICES****Visits    Billing Type**

Our preferred specialty herbicide provides pre-emergence and early post emergence control of crabgrass, along with pre-emergence control of more than 45 other grassy and broadleaf weed species. It offers proven control wherever it's applied.

**Lawn Care - Liquid Aeration****1    Per Season**

An environmentally-friendly, liquid aeration product is now available to our lawn care customers. An application of SoilTech reverses the effects of soil compaction to increase the flow and retention of water and nutrients into the soil. All the while, allowing roots to grow stronger and deeper, making your lawn healthier and GREENER!

**Lawn Care - Broadleaf Weed Control****2    Per Season**

Our preferred herbicide controls provides selective control of annual and perennial broadleaf weeds in Kentucky bluegrass, perennial ryegrass, tall and fine fescues, and bentgrass turf. The weed control effects may be seen within a few hours to a few days after application.

**Lawn Care - Preventative Grub and Insect Control + Fertilizer****1    Per Season**

This application will provide lawn nutrients as well as providing control of selected insect pests.

**Lawn Care - Bermuda/Nimblewill Suppression****3    Per Season**

Bermuda grass and Nimblewill require a Systemic Herbicide. This is one that affects more than just the visible parts of a plant. The product we apply is absorbed through the leaves into the system of the weed, or translocated.

When a chemical is moved to all parts: roots, rhizomes, stem, stolons, leaves, seed stalks, and seeds, the active ingredient gets to work where it can make a difference.

**Expectations:** Chemical herbicides that are labeled specifically for killing bermuda grass in fescue lawns require repeat applications. We might be successful within one year's growing season... IF... the bermuda grass is not deeply entrenched. If it is a very mature infestation, you will face multiple years of repeating the same process.

**Tip:** One essential condition that you should introduce, if not already doing so, is this: mow your lawn at the correct height. Tall fescue grass thrives at a mowing height of 2 to 3 inches. Bermuda grass prefers a low mowing height. Mow your lawn at the higher rate and start depriving the bermuda of the sunlight it demands.

**Lawn Care - Fall Fertilizing****2    Per Season**

Early and late fall are the best times to fertilize your lawn. Grass maybe recovering from a long hot summer so we'll give your lawn a shot of a balanced fertilizer to push blade growth and help roots grow before winter sets in. This way we are insuring that the lawn will green-up quicker in the spring and

**CONTRACT SERVICES****Visits    Billing Type**

become more resistant to disease and drought.

**Irrigation Startup****1    Per Season**

The long winter, freezing temperatures and snow can be extremely harsh on your lawn sprinkler system's components. A systematic and professional spring start up process for your sprinkler system must be performed to ensure the irrigation system is in top working order. A common misconception is that a sprinkler system turn on is "just turning on the valve". On the contrary, your Irrigation contractor has detailed, proven irrigation solutions to ensure your sprinkler system is operating at its best. United Landscape will schedule the start up and client is to approve any necessary repairs.

**NOTES: To be addressed with Spring Start-Up: Z6 broken spray head; Z13 broken small rotor.**

**Irrigation Backflow Test****1    Per Season**

A backflow preventor helps prevent your irrigation water from ever backing up and siphoning into the main water supply. Fertilizer, weed killers, pesticides and pet waste have the potential chance of entering the water supply through your irrigation system. This **mandated backflow test** ensures that your backflow preventor is working properly to eliminate this possible hazard.

**Irrigation Winterization****1    Per Season**

The water supply to the Irrigation system will be shut off, water in the system blown out and controller programs turned off.

**Landscape Maintenance Terms & Conditions****General**

United Landscape (UL) proposes to furnish material and labor – complete in accordance with the attached specifications. Any alteration or deviation from the attached specifications involving extra costs will be executed only upon written agreement signed by both you and an authorized representative of United Landscape and will be an extra charge over and above the attached specifications. This Contract, and all terms stated herein, is contingent upon strikes, accidents, or delays beyond our control.

**Cancellation**

It is our intent to correct any problems that may arise in connection with this Contract in a timely fashion. In the event you are dissatisfied with our service, you must provide written notice to United Landscape detailing the problem. If we are unable to make sufficient restitution to reconcile your problem, this Contract may be terminated by either party upon 30 days written notice. Monies owed for work performed prior to the date of any notice of cancellation are due immediately, in full. Customers with monthly payment contracts may owe additional monies subsequent to the date of any notice of cancellation. Such amount shall be determined as follows: (charge per service) x (number of times done) – (monies paid

to date).

## **Mowing**

UL will do its best to mow turf when it is most suitable for the species of grass and site-specific needs of our clients. However, we do reserve the right to determine when conditions are too adverse (e.g. too wet or too dry). We know what impact our equipment can have on the condition of your grass in adverse conditions and what impact the grass can have on our equipment. All mowing shall be considered "full mowing" unless otherwise agreed upon by the parties hereto, before the mowing is done. Research shows that removing any more than one third of the turf leaf blade at one time can be stressful to your turf's health.

If you feel your lawn does not require mowing, you must call United Landscape the day before your normal scheduled service and let us know you want to be skipped. If the lawn is skipped at your request and we find the lawn to be overgrown on our next visit we will exercise one of the mowing options detailed above. Schedules are set to maximize performance. Due to uncontrollable conditions (e.g. weather) we cannot specify an exact date and time of service.

## **Hidden Hazards**

UL makes every effort to avoid damage to property. UL will not be responsible for items such as dog fences, sprinkler systems, and other underground facilities that are not accurately marked by the owner. UL does notify KY One-Call Service prior to excavation; however, only major utility companies such as Kentucky Utilities, Windstream, and Columbia Gas are members of this organization. Any underground services installed by homeowners will not be marked by One-Call and are therefore not covered.

## **Pricing**

Prices may be subject to change with 14 days written notice.

## **Payment Options & Billing**

Please be aware of our 3 standard payment options. Unless otherwise requested, we will continue billing you according to last year's payment plan. If you would prefer an alternative option please let us know and we'll send a revised billing agreement.

**Per Visit** - Completed jobs will be billed at the end of each month and will be due within 15 days thereof unless otherwise stated.

**Installments** - Your total landscape maintenance contract divided into LEVEL monthly installments. Typically this is 12 installments over the full calendar year if your agreement starts on January 1st. Just let us know if you prefer a reduced number of installments. Installments are billed at the end of each month and will include details of all services completed for that month and will be due within 15 days thereof unless otherwise stated.

**Prepay** - Save 3% on your total payment. This reduced rate is available for established customers of at least one year who pay with check or cash. Payment must be received within 15 days of contract approval.

Late fees of \$5.00 or 2% per month (which ever is greater) shall accumulate on all past due invoices. Failure to pay any invoice when due shall constitute default. In the event of default, United Landscape may, at its option, terminate this Contract immediately and pursue all remedies available to it.

**The specifications and pricing as per the schedule of services are satisfactory and are hereby accepted.  
United Landscape is authorized to do the work as specified.**

**Estimate authorized by:**



Jim McFarlane

**Estimate approved by:**

**Signature Date:**

06/25/2025

**Signature Date:**

**Email:**

jwm@unitedlandscape.net

Extra Services	Billing Type
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<b>Winter Cleanup</b>	<b>Per Visit</b>
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This is work done in January/February. Work is on a budgeted time basis and our crew will prioritize the work to achieve the most most impact in the budgeted time. The work may include any of the following:

- Walk through lawn and landscape areas removing any debris left by winter storms, excluding major tree damage
- Blowing or raking mulch back into beds
- Cut back groundcover/perennials e.g. Liriope

**NOTE:** Scope of work restricted to foundation beds at house

<b>Trim &amp; Prune Winter (Shrubs &amp; Small Trees)</b>	<b>Per Visit</b>
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Many garden plants benefit from pruning, but it's important to prune at the right time of year, in the right way. Winter pruning takes place when plants are dormant.

The aim of winter pruning is to encourage vigor so that fruit trees are productive and shrubs don't outgrow their space. This is the time to prune your roses, cut back clematis and reshape fruit bushes and trees. Once the leaves have fallen it's easy to see a plant's framework. While plants are dormant, it's also a good time to carry out renovation pruning, to revive plants that can become large and unproductive, such as viburnum and boxwood. Pruning in winter can also help control or prevent the spread of disease.

Our maintenance crews are trained to selectively trim and prune shrubs and small trees that are less than 15' in height, all in accordance with the standards set by the International Society of Arboriculture. UL has Certified Arborists on staff to ensure these standards are met. UL will keep an inventory of your plants and only trim and prune at the time of year that maintains your plant's best health and favorite characteristics. For large tree pruning or removal (plants over 15' in height) we can refer you to a preferred Tree Service Company.

**Your Target Plants for Winter Pruning are as follows:** Barberry, Boxwood, Japanese Maple

Jim McFarlane	Owner/Operator	Y	31 years	Associate's degree in Horticulture from ECU; two years at Hillenmeyer's, then started this company	#10248 (operator)	KY-0218A	Company Membership	Company memberships: - Building Industry Assoc (BIA) of Central KY - National Association of Landscape Professionals (NALP)
Adam Mills	Lawn Care Technician		1 year	Previously the owner/operator of a small mowing company in Georgetown	#79444			
Joe Rivera	Sr. Crew Leader - LM	Y	5 years	Gained his experience on the job at UL; boxwood trimming expert	#56674			
Billy Smith	Jr. Crew Leader - BI	Y	1 year	Gardener at Godolphin & Jonabell farms for 9 years				
Desmond "Des" Wilford	Jr. Crew Leader - LM	Y	4 years	Three years' experience at LSI, a commercial landscape company in TN	#57479			
H2B Crew	Mowing, LM, BI		3+ years	We have a crew of 12 employees that return to us during each landscaping season from Mexico via the H2B visa program. Ten of these gentlemen have worked for us for at least the past three years, usually from April - December. They are highly skilled in work for their respective divisions. (Mowing, LM, BI)				

Employee	Role at United Landscape	Site Supervisor for LFUCG Projects	Tenure at United Landscape	Degree/Previous Experience	KY Pesticide Applicator's License	ISA Certified Arborist	KY Nursery & Landscape Assoc	Other
Jessica Conner	Plant Health Care Technician		1 year	B.S. Forestry w/ conc. in Land Mgmt. from Purdue Univ.; research assistant plus asst grower at Wilson's & maintenance for an IN walnut farm	#82867			ESRI ArcGIS Pro; US Forest Service FVS, Tree Mapping
Kim Ellington	Account Manager	Y	11 years	B.A. in Communications from UK; Four years collective experience in landscaping w/ Hillenmeyer's, Wilson's & Springhouse Gardens		KY - 0814A		Ky Arborist Assn member; former officer
Aaron Faulkner	Sr. Crew Leader – Build/Install (BI - hardscaping)	Y	2 years	15 years w/ McAlister Stone (stonework & hardscaping)				
Jon Green	Field Production Mgr. – Landscape Maintenance (LM)	Y	3 years	B.S. in Plant & Soil Science from UK; 10 years collective experience w/ Klausung, Dave Leonard & AppHarvest	#62848			Ky Arborist Assn board member
Gunnar Hagan	Trainee Fine Gardener		<1 year	B.S. in Agriculture & Nat. Resources/Env. Science from Berea College (BC); Intern & Apprentice at BC Greenhouse & Gardens	#84619			
Alfred Hansen	Landscape Designer & Sales Coordinator		5 years	B.S. in Horticulture & Master of Landscape Architecture from Auburn; 10 years' experience various horticulture positions in AL				
Brian Litchfield	Field Production Mgr. – Build/Install	Y	<1 year	Owned a landscaping business in MA for 18 years; 11 years as a foreman/skilled labor for landscape design & construction IN MA				



UNITLAN-01

JJACKSON2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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 Energy Insurance Agency, Inc. P O Box 55268 Lexington, KY 40555	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(859) 273-1549	FAX (A/C, No): (859) 272-0075
	E-MAIL ADDRESS:	eia@energyinsagency.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Employers Mutual Casualty Company, EMC		21415
	INSURER B : Kentucky Associated General Contractors (AGC)		
INSURED  United Landscape Services, Inc. 729 Bellaire Ave Lexington, KY 40508	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate			5D93220	9/14/2024	9/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5E93220	9/14/2024	9/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J93220	9/14/2024	9/14/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	018761	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000
A	Equipment Floater			5C93220	9/14/2024	9/14/2025	LEASED & RENTED 100,000

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

LFUCG is listed as additional insured on a primary and non-contributory basis for general liability.

30 day notice of cancellation applies however such notice will not supersede state insurance regulations regarding cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

LFUCG Division of Building Inspection 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 