



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 _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Check One:	Proposed Delivery: <u>7</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes <input checked="" type="checkbox"/> No		

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

Submitted by: Klausing Group

Firm Name

1356 Cahill Drive

Address

Lexington, KY40504

City, State & Zip

Bid must be signed: Kevin Ward Senior Account Manager
Signature of Authorized Company Representative – Title

Kevin Ward

Representative's Name (Typed or printed)

859-983-1217

859-254-4892

Area Code - Phone – Extension

Fax #

kward@klausinggroup.com

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, Kevin Ward, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Kevin Ward and he/she is the individual submitting the bid or is the authorized representative of Klausius Group 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. Kevin Ward

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by K Ward on this the 26th day
of June, 2025

My Commission expires: 9/21/25

Glynnie Carter
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). 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 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 ✓ 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.

Kevin Ward
Signature

Klausing Group
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.

Kevin Ward
Signature

06/25/2025
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Klausing Group, Inc.

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	4	2	1											1		2	2
Professionals	4	3	1													3	1
Superintendents	2	2														2	
Supervisors	4	3		1												4	
Foremen	17	11		4		1				1						17	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2			1	1											1	1
Skilled Craft																	
Service/Maintenance	48	19	1	27										1		47	1
Total:	81	40	3	33	1	1				1				1		76	5

Prepared by: Lynne Center, Full Charge Bookkeeper **Date:** 6 / 20 / 2025
(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
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

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

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



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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. Landscapers Corner	MBE	Supplier	TBD	TBD
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.

Klausing Group _____

Company

6/26/25 _____

Date

Kevin Ward _____

Company Representative

Account Manager _____

Title

**LFUCG MWDBE SUBSTITUTION FORM****Bid/RFP/Quote Reference #** _____

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.

Company_____
Company Representative_____
Date_____
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:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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. 

Landscapers Corner

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.

Efforts have been made to find minority partners with minimal success

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.

Klausing Group

Company

06/25/2025

Date

Kevin Ward

Company Representative

Senior Account Manager

Title

4870-1925-6809, v. 1

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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:

<u>Coverage</u>	<u>Limits</u>
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

WBE

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>.



LEXINGTON

Division of Revenue
200 East Main Street
Lexington, KY 40507

Customer ID: 11510601

Location No: 1

Date: June 26, 2025

BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2025

(valid until 11/03/2025)

KLAUSING GROUP
1356 CAHILL DR
LEXINGTON KY 40504

ISSUED
Chaeleue Hlasnik
JUN 26 2025
LFUCG



KLAUGRO-01

KHOLLINGSWORTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2025

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 Lexington Insurance Agency, Inc. 465 E High St., Ste. 101 Lexington, KY 40507	CONTACT NAME:		
	PHONE (A/C, No, Ext): (859) 253-6570	FAX (A/C, No): (859) 253-6577	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Secura	22543	
INSURED Klausing Group, Inc. 1356 Cahill Dr. Lexington, KY 40504	INSURER B : KY Associated General Contractors Self Insurers Fund		
	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP3402356	1/1/2025	1/1/2026	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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3402357	1/1/2025	1/1/2026	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 \$ 10,000			CU3402358	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	6337	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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	Leased/Rented Equip.			CP3402356	1/1/2025	1/1/2026	Limit 125,000
A	Employee Dishonesty			CP3402356	1/1/2025	1/1/2026	Limit 25,000

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

CERTIFICATE HOLDER

CANCELLATION

LFUCG
200 E Main St
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

Kerrie A. Hollingsworth

Certifications

Employee Name	Position	Manager	A3	Landscape industry certification	Degree	Field of study
Alexandra Miller	Crew Member Driver	Stephen Broyles			Yes	Landscape Designer
Anthony Marcelo	Crew Member Driver	Ben Cromwell				
Ben Cromwell	Site Supervisor	Trenton Noel	Yes			
Brodie Leoso	Site Supervisor	Ben Cromwell	Yes	Yes	Yes	Agriculture/Horticulture
Bryan Verdugo	Crew Member	Ben Cromwell				
Bryce Abbott	Crew Leader	Stephen Broyles			Yes	Horticulture
Carlos Trigueros	Crew Member	Stephen Broyles				
Carlos Garcia	Crew Member	Ben Cromwell				
Charles Collett	Crew Leader	Stephen Broyles				
Christian Lopez	Crew Member	Ben Cromwell	Yes			
Dale Smith	Crew Leader	Stephen Broyles				
Daniel Casiano	Crew Member	Stephen Broyles				
David Selby	Crew Leader	Ben Cromwell	Yes			
Diego Gonzalez	Crew Member Driver	Ben Cromwell	Yes			
Douglas Pinto	Crew Member	Ben Cromwell				
Elijah McFarland	Crew Member Driver	Stephen Broyles				
Fernando Gonzalez	Crew Member	Stephen Broyles				
Fredy Osorio	Crew Member	Stephen Broyles				
German Dionisio	Crew Member	Stephen Broyles				
Jairo Ramirez	Crew Leader	Stephen Broyles	Yes			
James Russell	Crew Member	Stephen Broyles				
Jeremy Walters	Crew Leader	Ben Cromwell	Yes			
Jerry Gipson	Crew Member Driver	Stephen Broyles				
Jonathan Runions	Crew Member	Stephen Broyles				
Jorge Trigueros	Crew Member	Stephen Broyles				
Jorge Monterroso	Crew Member	Stephen Broyles				
Jose Osorio	Crew Member	Stephen Broyles				
Jose Vela	Crew Member Driver	Ben Cromwell				
Jose Pineda Rueda	Crew Member	Stephen Broyles				
Joseph Balli	Crew Member Driver	Ben Cromwell	Yes			
Julio Olibos	Crew Member	Ben Cromwell				
Kevin Ward	Site Supervisor	Trenton Noel	Yes	Yes	Yes	Agriculture Business
Kody Walker	Crew Member	Ben Cromwell				
Luis Acabal	Crew Member	Stephen Broyles				
Madison Litteral	Crew Leader	Stephen Broyles	Yes			
Matthew Vanderpool	Crew Member	Stephen Broyles				
Miguel Sanchez	Crew Leader	Stephen Broyles	Yes			
Morgan Godman	Account Manager	Trenton Noel	Yes		Yes	Agriculture Business
Nicholas Russell	Crew Member	Ben Cromwell				
Pablo de Leon	Crew Member	Stephen Broyles				
Sabino Morales	Crew Member	Ben Cromwell				
Saul Hernandez	Crew Leader	Ben Cromwell	Yes			
Sebastien Geroli	Crew Member	Stephen Broyles			Yes	Political Science
Shaun Broughton	Crew Member	Stephen Broyles				
Shawn Murphy	Crew Leader	Stephen Broyles				
Silmara Walker	Branch Administrator	Trenton Noel			Yes	Business
Stephen Broyles	Site Supervisor	Trenton Noel	Yes		Yes	Agriculture Business
Trenton Noel	Site Supervisor	Roscoe Klausing		Yes	Yes	Horticulture
Yosmet Casalis	Crew Leader	Ben Cromwell	Yes			
Zachary Sanchez	Crew Member	Ben Cromwell				



References

Lexmark Solar Panel Field – Provide maintenance on a pollinator field by removing invasive species and cutting back annually.
Tabatha Coffey (859) 582-1965

Jim Beam – Maintain a native prairie exceeding 15 acres across multiple campuses

UK- Medical Roof tops. Provide weeding and fertilizing for sedum and other native plants on the rooftops at UK Hospital.
Jerry Hart (859)948-3053.



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

JOSEPH BALLI

CATEGORIES

ID#: **77172**

A3

LICENSE#: **81160**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**

KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

STEPHEN BROYLES

CATEGORIES

ID#: **71748**

O3

LICENSE#: **75211**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**
KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

YOSMEL CASALIS

CATEGORIES

ID#: **77181**

A3

LICENSE#: **62554**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

Ben Cromwell

CATEGORIES

ID#: **73709**

O3

LICENSE#: **79929**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

MORGAN GODMAN

CATEGORIES

ID#: **80696**

O3

LICENSE#: **82312**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

DIEGO GONZALEZ RUELAS

CATEGORIES

ID#: **64777**

A3

LICENSE#: **77458**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

SAUL HERNANDEZ SANTOS

CATEGORIES

ID#: **75474**

A3

LICENSE#: **77472**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

BRODIE LEOSO

CATEGORIES

ID#: **64110**

A3

LICENSE#: **73365**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**
KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

MADISON LITTERAL

CATEGORIES

ID#: **82130**

A3

LICENSE#: **83709**

LICENSE EXPIRES: 12/31/2025

DEALER **COMPANY ID#: 17616**
KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

CHRISTHIAN OVANDO LOPEZ

CATEGORIES

ID#: **73893**

A3

LICENSE#: **77460**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

JAIRO RAMÍREZ

CATEGORIES

ID#: **56573**

A3

LICENSE#: **63449**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

MIGUEL SANCHEZ

CATEGORIES

ID#: **82128**

A3

LICENSE#: **83708**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**
KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

David Selby

CATEGORIES

ID#: **77245**

A3

LICENSE#: **81102**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**

KLAUSING GROUP
1356 CAHILL DR, LEXINGTON KY 40504
PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

JEREMY WALTERS

CATEGORIES

ID#: **67477**

A3

LICENSE#: **71426**

LICENSE EXPIRES: 12/31/2025

DEALER COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF ENVIRONMENTAL SERVICES

KEVIN WARD

CATEGORIES

ID#: **22612**

O3

LICENSE#: **49498**

LICENSE EXPIRES: 12/31/2025

DEALER

COMPANY ID#: **17616**

KLAUSING GROUP

1356 CAHILL DR, LEXINGTON KY 40504

PHONE#: (859) 254-0762



KLAUGRO-01

KHOLLINGSWORTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

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 Lexington Insurance Agency, Inc. 465 E High St., Ste. 101 Lexington, KY 40507	CONTACT NAME:		
	PHONE (A/C, No, Ext): (859) 253-6570	FAX (A/C, No): (859) 253-6577	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Secura	22543	
INSURED Klausing Group, Inc. 1356 Cahill Dr. Lexington, KY 40504	INSURER B : KY Associated General Contractors Self Insurers Fund		
	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CP3402356	1/1/2025	1/1/2026	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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		A3402357	1/1/2025	1/1/2026	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 \$ 10,000			CU3402358	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	6337	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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	Leased/Rented Equip.			CP3402356	1/1/2025	1/1/2026	Limit 125,000
A	Employee Dishonesty			CP3402356	1/1/2025	1/1/2026	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

CERTIFICATE HOLDER

CANCELLATION

LFUCG Division of Risk Management 200 E Main St. 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 <i>Kerrie A. Hollingsworth</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto”, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a “leased auto”;

(a) Coverage

- i. Any “leased auto” that is a covered “auto” will be considered a covered “auto” you own and not a covered “auto” you hire or borrow.

For a covered “auto” that is a “leased auto” Who Is An Insured is changed to include as an “Insured” the lessor.

- ii. The coverages provided under this endorsement apply to any “leased auto” until the policy expiration date, or when the lessor or his or her agent takes possession of the “leased auto”, whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for “loss” to a “leased auto”.
- ii. The insurance covers the interest of the lessor unless the “loss” results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

“Leased auto” means an “auto” leased or rented to you including any substitute, replacement or extra “auto” needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.