

**ECOLOGICAL RESTORATION
MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT, made as of Dec 3rd, 2015, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **ADVANCED MULCHING TECHNOLOGIES, INC., DBA: ECOGRO, P.O. Box 22273, Lexington, KY 40522**, (“**CONTRACTOR**”).

WITNESSETH:

WHEREAS, OWNER intends to proceed with the Ecological Restoration Maintenance Services for the Green Acres Stream Corridor Vegetative Buffer as described in the attached EXHIBIT A, RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer and more specifically the Ecological Restoration-5.0 Yearly Maintenance and Permit Reporting, (services hereinafter referred to as the “**PROJECT**”); and

WHEREAS, CONTRACTOR agrees to perform the maintenance services needed to support the Ecological Restoration Project and produce deliverables as described in **EXHIBIT A** that will assist **OWNER** in successfully implementing the **PROJECT**.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein with respect to the performance of ecological restoration maintenance services for the **PROJECT** by **CONTRACTOR** and the payment for those services by **OWNER** as set forth below, **OWNER** and **CONTRACTOR** hereby agree as follows:

- 1. Scope of Agreement:** **CONTRACTOR** shall perform ecological restoration maintenance services to promote long term establishment and improvement of the Green Acres Stream Corridor Vegetative Buffer - Ecological Restoration Project (as referenced above in RFP #31-2014 and noted in the Incorporated Documents section below) for the purpose of improving water quality with minimal future maintenance. Services shall include planned seasonal activities to promote the growth and establishment of the stream buffer plantings including removal of non-native and invasive plant species and supplemental seeding and mowing of areas as needed during winter months. These services also include vegetative monitoring for progression of the buffer establishment and submittal of an annual vegetative monitoring report due by December 10 each year of authorization of this agreement and in a format suitable for submittal to the USACE to meet permitting requirements.

Incorporated Documents: The following documents are attached hereto and incorporated by reference as part of this Agreement:

- i. **EXHIBIT A** – RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration (Including Addendums and **CONTRACTOR**’s Response).
- ii. **EXHIBIT B** – Quote and Scope of Work for Maintenance of Stream Corridor Vegetative Buffer – Green Acres Ecological Restoration (**CONTRACTOR**’s letter dated 9/21/15 including exhibits).

2. **Term:** The initial term of this Agreement shall be for a period of thirty-six (36) calendar months, commencing on January 1, 2016 and ending on December 31, 2018. This agreement may be automatically renewed for an additional term of twenty-four (24) calendar months, January 1, 2019 and ending on December 31, 2020, unless it is earlier terminated. The contract rate for this renewal term shall increase by not more than ten percent (10%), from the per year rate quoted in the referenced RFP #31-2014 Response.

3. **Termination:** **OWNER** shall have the right to terminate the agreement prior to the expiration date set forth in this contract, if **OWNER** provides **CONTRACTOR** with forty-five (45) calendar days written advance notice of termination by registered mail in the event **CONTRACTOR** fails to perform or observe any covenant or obligation set forth in this Agreement; or within sixty (60) days written advance notice of termination by registered mail in the event it fails to obtain sufficient funding approval from its legislative body. **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon ninety (90) days written advance notice to **CONTRACTOR**. **CONTRACTOR** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONTRACTOR** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**. **OWNER** has the right to not accept the automatic renewal as long as the Owner has notified the **CONTRACTOR** within ninety (90) days of a term.

4. **Consideration:** In consideration of the Ecological Restoration Maintenance Services to be performed by **CONTRACTOR**, **OWNER** shall pay to **CONTRACTOR** the following fixed fee sums annually for the first term:

Year 1 Post-Construction (2016)	\$20,075.00
Year 2 Post-Construction (2017)	\$16,125.00
Year 3 Post-Construction (2018)	<u>\$13,125.00</u>
Total Term Maintenance Service	\$49,325.00

CONTRACTOR shall provide **OWNER** with an invoice for services to be rendered during the term no more than on a quarterly per year basis and the first invoice may be issued no sooner than March 1, 2016. **OWNER** shall make payment of the invoice sum to **CONTRACTOR** within thirty (30) days of receipt.

5. **CONTRACTOR's Duties:** **CONTRACTOR** shall have and perform the following duties, obligations and responsibilities for the **OWNER**:
 - 5.1 Meet the **PROJECT** goals and objectives as outlined in **EXHIBIT A** and **EXHIBIT B**, including, but not limited to the following:
 - 5.2 Remove non-native and invasive plants in the riparian corridor through the following methods, including, but not limited to: Mechanical, Chemical and Cultural Controls.
 - 5.3 Annual vegetation monitoring report to USACE to include: Exhibits on the status of trees planted and Report documenting progression of the establishment of the riparian area.

6. **Default:** In the event the Agreement is terminated by **OWNER** without fault on the part of **CONTRACTOR**, **CONTRACTOR** shall be paid for the services rendered for which it has not

already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to **OWNER** to the total amount of work provided for herein, as determined by mutual agreement between **OWNER** and **CONTRACTOR**. In the event the services of **CONTRACTOR** are terminated by **OWNER** for fault on the part of **CONTRACTOR**, **CONTRACTOR** shall be paid reasonable value of the services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by **OWNER**.

7. Miscellaneous Provisions.

7.1 Legal Responsibilities and Legal Relations: **CONTRACTOR** shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

- i. In performing the services hereunder, **CONTRACTOR** and its Sub-Contractors, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement **CONTRACTOR** shall be acting as an independent contractor. **CONTRACTOR** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. **CONTRACTOR** shall be solely responsible for any claims for wages or compensation by **CONTRACTOR'S** employees, agents and representatives, including Sub-contractors, and shall save and hold **OWNER** harmless therefrom.
- ii. **Successors and Assigns:** **CONTRACTOR** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONTRACTOR** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve **CONTRACTOR** of any responsibility for compliance with the provisions of this Agreement.

7.2 Disputes: Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of **OWNER'S** Agent (Section 8.1) and **CONTRACTOR**. In the absence of such an agreement, the dispute shall be submitted to **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of the Agreement in accordance with the directions of **OWNER**.

7.3 Access to Records: **CONTRACTOR** and its sub-contractors shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for **OWNER** to disqualify **CONTRACTOR** from consideration for future service agreements.

7.4 Risk Management Provisions: **CONTRACTOR** agrees to comply with the Risk Management provisions contained in their response to the RFP, which are incorporated herein by reference as if fully stated.

7.5 Equal Employment Opportunity: During the performance of this Agreement, **CONTRACTOR** agrees as follows:

7.5.1 **CONTRACTOR** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.5.2 **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

8 Special Provisions. This Agreement is subject to the following provisions.

8.1 Pursuant to subparagraph 7.2 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONTRACTOR**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or his designee. Questions by **CONTRACTOR** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or his designee. **CONTRACTOR** shall look only to **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONTRACTOR** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1) constitutes the entire Agreement between **OWNER** and **CONTRACTOR** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONTRACTOR**.

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall

EXHIBIT A

RFP #31-2014

Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration

(Including Addendums and CONTRACTORS Response)

EXHIBIT B

**Quote and Scope of Work for Maintenance
of Stream Corridor Vegetative Buffer – Green Acres Ecological Restoration
(CONTRACTOR’s letter dated 9/21/15 including exhibits)**



PO Box 22273
Lexington, KY 40522
(859) 231-0500

September 21, 2015

Mr. Ben Krebs PE, CFM
Municipal Engineer Senior
LFUCG – Environmental Quality
125 Lisle Industrial Ave.
Suite 180
Lexington, Kentucky 40511

**RE: Quote and Scope of Work for Maintenance of Stream Corridor Vegetative Buffer
Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration Project**

Mr. Krebs:

Thank you for the opportunity for the EcoGro/Ridgewater Team (E/R) to present LFUCG with this proposal and scope of work for the maintenance of the native riparian buffer that will be planted in conjunction with the stream improvements taking place on the Green Acres Stream Corridor Vegetative Buffer Ecological Restoration Project. We are excited for the opportunity to be a part of a project that improves stream habitat, water quality, and creates an attractive natural area.

Project Goals:

We understand the goals of the proposed vegetation maintenance to be:

1. Help to establish the native trees, plants and seeds that will be planted upon completion of the construction of the Green Acres Ecological Restoration.
2. Remove non-native and invasive species from the riparian buffer which is approximately 1,900 feet long and encompasses roughly 3 acres, including mowed areas maintained by LFUCG (e.g., in Bluegrass Savannah).
3. Be an example of the different types of native areas and how to maintain them. The types of native areas as outlined in the Green Acres Stream Corridor Vegetative Buffer Report are as follows:
 - a. Riparian Forest
 - b. Community Commons
 - c. Bluegrass Savannah
 - d. Wildflower Meadow

Scope of Work: E/R proposes to perform the following assumed Scope of Work:

1. Remove non-native and invasive plants in the riparian corridor through the following methods, including, but not limited to:
 - a. Mechanical Control (Weed-eating / Mowing)
 - b. Chemical Control through the use of approved herbicides
 - c. Cultural Controls (cutting / disposing of seed heads, etc)
2. Annual vegetation monitoring report to USACE to include:
 - a. Exhibit on trees planted

- b. Report, with pictures, outlining progression of the establishment of the riparian area.

Assumptions/Clarifications: E/R has made the following assumptions:

1. The planting of plugs and trees in this area will occur in the Fall of 2015.
2. Proposed maintenance work would start March 2016.
3. Proposed work would be performed on an agreed upon schedule set forth in the attached proposal and also based on weather, site conditions, etc.
4. EcoGro/Ridgewater would have access to the work area whenever necessary to perform work.
5. Additional seed would be applied during the spring of Year 1 in order to ensure proper germination conditions are present for native establishment and not miss out on a growing season.
6. **This proposal assumes that E/R would perform the maintenance through the first three (3) full growing seasons post construction (ending Dec. 2018).** Additional ongoing maintenance can be negotiated at a future date.

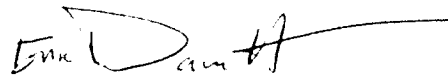
Proposed Quote and Unit Prices: E/R proposes to perform the above Scope of Work, further detailed in the attached spreadsheet entitled Green Acres Vegetative Corridor Maintenance Proposal with the lump sum cost through 2018 of \$49,325.00.

Thank you for the opportunity to work with you on this highly visible area. It is our goal to make LFUCG and Lexington, Kentucky a national model for stormwater improvement and stream restoration. Please let us know if you have any questions.

Sincerely,



Jim Hanssen
Business Manager
EcoGro
859-231-0500
jim@ecogro.net



Eric Dawalt, P.E.
Project Manager
Ridgewater
859-806-1089
edawaltrw@gmail.com

Green Acres Vegetative Corridor Maintenance
9/11/2015



Project: Green Acres Vegetative Corridor Maintenance
Location: Lexington, Fayette Co. KY
By: JMH
Date: 9/21/2015
Checked by:
Date:

P.O. Box 22273
 Lexington, KY 40522
 Fax: (866) 348-0528
 (859) 231-0500

Work Items	Description of Work	Seed Cost	Estimated Quantity	Cost
			20	\$1,500
			25	\$1,875
			25	\$1,875
			25	\$1,875
			20	\$1,500
			20	\$1,500
			20	\$1,500
			20	\$1,500

155
 Total [redacted] /year

Clarifications/Comments:

- 1 Man-hour rate is based on State Prevailing Wage Rates for a l
- 2 The focus of this contract is vegetation maintenance, therefore
- 3 Maintenance proposal does not include watering or replaceme
- 4 Some additional seed cost is included in this contract to ensur

Year	Est. Cost
2016	
2017	
2018	

Total Lump Sum Cost through 2018: [redacted]

Thank you for the opportunity to submit this proposa _____

9/21/2015
 (date)



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **July 28, 2014**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

There will be a pre-proposal conference on July 15, 2014, 10:00 am, at 200 E Main St, 3rd Floor Purchasing Conference Room, Lexington, KY

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

SELECTION CRITERIA:

1. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 25 pts
2. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, ability to meet schedules and successful submission of capital improvement action plans to regulatory agencies (USEPA, etc). 20 pts
3. Familiarity with the details of the project and provision of typical specifications and sample procedures proposed to be implemented on the project. 25 pts
4. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 15 pts
5. The total estimated cost of services, based on the hourly rates provided for the individuals identified as providing measurable services for project delivery and the estimated total hours, based upon the production of deliverables listed in the Section – Draft Scope of Services. 15 pts

See additional information about selection criteria in specifications.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via Economic Engine at:
<https://fucg.economicengine.com>**

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Signature _____

Name of Business _____

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
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**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

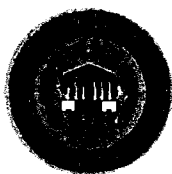
form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. 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 MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which 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.
- n. 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program 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 city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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 Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

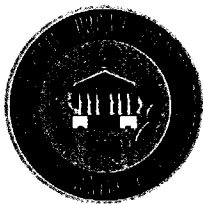
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE 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 Central Purchasing 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ 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 MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which 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.
- _____ 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**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) 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) 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

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, 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

BIDDER/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 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	\$500,000.00

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 (DOI). 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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. 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.
- f. 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 BIDDER/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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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

BIDDER/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

CONTRACTOR 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

BIDDER/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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00445235



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

June 30, 2014

Sondra Stone
LFUCG
200 E. Main St.
Lexington KY 40507

Re: LFUCG, Green Acres Stream Corridor Vegetative Buffer-Ecological Restoration

Advertising Date as Shown on Notification: July 8, 2014

Dear Sondra Stone:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01257-13-8, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

FAYETTE COUNTY

Determination No. CR-8-008

Date of Determination: July 30, 2013

PROJECT NO. 034-H-01257-13-8

_____ BLDG _x_ HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$24.92
		FRINGE BENEFITS	11.80

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:		BASE RATE	\$24.31
Bricklayers:		FRINGE BENEFITS	11.40

Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42

Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:		BASE RATE	\$21.98
Carpenters:	BUILDING	FRINGE BENEFITS	12.70
(Includes Drywall Finisher)			

Piledrivermen:	BUILDING	BASE RATE	\$22.48
		FRINGE BENEFITS	12.70

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$15.51
		FRINGE	.59

ELECTRICIANS:		BASE RATE	\$29.48
		FRINGE BENEFITS	14.36

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$31.86
		FRINGE BENEFITS	11.63

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$28.48
		FRINGE BENEFITS	10.94

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.87
		FRINGE BENEFITS	9.03

ELEVATOR CONSTRUCTORS:		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92

GLAZIERS:		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45

IRONWORKERS:		BASE RATE	\$26.47
		FRINGE BENEFITS	19.56

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleleman and gunnite nozzle machine operator, sand blaster nozzleleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

MARBLE, TILE & TERRAZZO:

Finishers:	BASE RATE	\$14.96
	FRINGE BENEFITS	0.00

Setters:	BASE RATE	\$21.89
	FRINGE BENEFITS	0.00

MILLWRIGHTS:

	BASE RATE	\$24.18
	FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OECF CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$27.90
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY:

NCCCO OR OECF CERTIFIED

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoomobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$28.00
	FRINGE BENEFITS	13.90

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$25.45
	FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$25.85
	FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.17
	FRINGE BENEFITS	13.90

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

PAINTERS:

Brush, roller & paperhanger:

BASE RATE	\$17.87
FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:	BASE RATE	\$30.00
	FRINGE BENEFITS	15.56

ROOFERS: (Excluding Metal Roofs)	BASE RATE	\$16.65
	FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:	BASE RATE	\$30.14
	FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING: Truck Helper and Warehouseman:		
BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:		
BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:		
BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:		
BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:		
BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY: Mobile batch truck helper:	HEAVY & HIGHWAY	BASE RATE	\$16.57
		FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:	HEAVY & HIGHWAY	BASE RATE	\$16.68
		FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:	HEAVY & HIGHWAY	BASE RATE	\$16.86
		FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

END OF DOCUMENT
CR-8-008
JULY 30, 2013

REQUEST FOR PROPOSAL & SCOPE OF WORK

Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration

The Lexington-Fayette Urban County Government (LFUCG) is accepting proposals from Ecological Consultants for the purpose of restoration of a natural vegetative buffer along the stream in the Green Acres / Hollow Creek drainage corridor, tributary to Cane Run. The selected proposer shall perform professional services as hereinafter stated which include ecological planning, native vegetative planting, non-native invasive species removal, community outreach/education, coordination with permitting agencies, and maintenance with a goal of future vegetative sustainability of the stream and corridor for the intended purpose of improved water quality with minimal future maintenance.

Project Purpose and Background

The purpose of this work is to develop and implement a Vegetative Stream Buffer Restoration Project which shall include planning and establishment of a native, mix-forested, vegetative buffer for the purpose of improved water quality through the Green Acres Stream Corridor. This drainage corridor is the focal point of the larger Green Acres Stormwater Improvements Project funded through a grant with the purpose of addressing flooding and water quality concerns in the Green Acres/Hollow Creek neighborhoods including the Green Acres Park located just off Russell Cave Road on the north side of Lexington, Ky.

This stream, which is a tributary to Cane Run at its confluence on the property of Lexmark, has suffered degradation due to straightening, increased flows from urban runoff, invasive species domination and stream bank erosion and will be further impacted by a proposed sanitary sewer and stream bank rehabilitation project to be completed in the fall of 2014. The purpose of that project is to replace and upsize a major sanitary sewer line paralleling the stream and to reduce stream bank erosion by removing large quantities of earth along the stream where the stream banks are currently vertical and eroding. This project (proposed Vegetated Stream Buffer Restoration) is intended to begin with planning during the major construction in the area and start work towards establishment and planting of the vegetative buffer as soon as construction is complete this fall. Permitting through the USACE and KDOW is in place for the ongoing major construction work and contains some stipulations as to planting types, quantities and future reporting which will establish the minimum criteria for this restoration project (See Appendix B for current permits). It is anticipated that additional permitting may be required for this work and at a minimum will require notifications and additional communication with the USACE and KDOW permitting authorities.

The project shall serve multiple purposes related to the stream and Park as follows:

- Stabilize the channel, which may require additional minor grading and/or structural modification;
- Establish a permanent native vegetative buffer;

- Improve water quality through a reduction in pollutant loading from vegetative buffer filtering, reduced sediment from bank erosion and shading of the stream;
- Allow for reduced mowing and overall future maintenance;
- Assist LFUCG in Public Education and promotion of stream buffer improvements through providing education and opportunities for involvement to the surrounding community.

Project Site Details:

- Length of Stream: Approximately 1,700 linear feet
- Buffer Width: Varies from 40' to 60' or greater throughout the Green Acres Park area
- Potential Area of Restoration: 3.8 acres total (1.3 acres downstream of Hollow Creek Rd and 2.5 acres upstream including area in the park)
- Location:
 - Downstream end of project: Headwall at Lexmark Property fence
Coordinates: 38.0765 N; -84.4844 W
 - Upstream end of project: Headwall at northern end of Green Acres Park
Coordinates: 38.0779 N; -84.4787 W

Draft Scope of Services

1.0 Project Management

- 1.1 The first task order shall be to prepare the *Implementation Plan*, to include:
 - 1.1.1 Schedule showing all work tasks, critical path deadlines, milestones, approvals, permits, resources required, etc.; and
 - 1.1.2 List of task constraints and risks associated with each task and methods to minimize/mitigate such risk; and
 - 1.1.3 Revised Scope of Services based on agreed upon tasks.
 - 1.1.4 *Deliverable: Implementation Plan*
- 1.2 Hold meetings (assume a minimum of 20) and provide agenda and minutes of each meeting:
 - 1.2.1 LFUCG Division of Water Quality/Project Manager within two weeks of NTP (Notice to Proceed) and at least monthly during the initial planning and implementation to discuss Project Management items and updates to Implementation Plan. Assume 50% of the meetings to be held on site.
 - 1.2.2 Other LFUCG Departments including the Divisions of Parks and Recreation, Planning, Engineering and Sewer Line Maintenance regarding park and sewer facilities access, usage and maintenance.
 - 1.2.3 Coordinate with private utilities as necessary regarding tree plantings, access and maintenance.

- 1.2.4 Meet with LFUCG Project Manager and Council Member and/or staff as necessary to provide updates and coordinate public meetings or involvement activities.
- 1.2.5 Meet with local/adjoining residents at their convenience and within 5 days of notice to address concerns and provide informative materials as questions arise. Coordinate and provide timely updates to project manager on these communications.
- 1.2.6 *Deliverable: Meeting agendas and/or presentation materials (as necessary) and minutes.*

2.0 Develop Vegetative Stream Buffer Corridor Plan for Ecosystem Restoration

- 2.1 Perform a review of any prior studies, hydrologic and hydraulic calculations, project construction plans and permitting documents for the area. Information to be provided by LFUCG.
- 2.2 Perform review of site with LFUCG-DWQ (project manager and construction inspector) and sanitary and stream rehab construction contractor (if possible) to observe/provide recommendation of final grading and temporary vegetation establishment of site and to determine soil conditions for planting.
- 2.3 Develop recommendations for stream corridor enhancements to include but not limited to; low-flow and 100-year floodplain bank protection, stream structure or grade controls where beneficial, wetlands, and other BMP's for promotion of improved water quality, habitat and variety of vegetative options. Recommendations must include appropriate consideration of necessary permitting, future maintenance and overall budget constraints of project. Recommended enhancement shall be evaluated by LFUCG personnel and approved features shall be included as part of the Vegetated Stream Buffer Corridor Plan.
 - 2.3.1 For any corridor enhancement requiring additional currently un-permitted work, the consultant shall prepare all permit applications (i.e. maps, calculations, application forms, public notices, responses, etc.) and perform all work necessary to obtain all permits and approvals required for the project. Permits and approvals may include, but not limited to:
 - KDOW Stream Construction/401 Water Quality Certification Permit
 - U.S. Army Corps of Engineers 404 Permit
 - 2.3.2 *Deliverable: Recommended Stream Corridor Water Quality Enhancements and cost estimate for each constructed feature.*
- 2.4 Develop Vegetated Stream Buffer Plan which shall include, but is not limited to:
 - 2.4.1 Planting of a complete buffer (15' minimum or wider as allowable) on both sides of the stream with approved native vegetation species including trees, shrubs, forbs and grasses.

- 2.4.2 Plan shall include planting of other designated areas and shall distinguish all planting areas into upland, riparian and wetland areas with appropriate species for each designation.
- 2.4.3 Selection of species shall include consideration of the following;
- Input by multiple LFUCG Divisions,
 - Areas of flowering species for aesthetics,
 - Location in relation to Park amenities, existing utilities and surrounding neighborhood,
 - Potential security concerns (consultant may propose appropriate use of thorny or low growing species)
 - Future maintenance and development of buffer area.
- 2.4.4 All USACE (404-NWP No. 12 & 13) and KDOW (401) permitting requirements including;
- Planting of minimum number of Root Production Method (RPM) trees.
 - Provide list and plan describing tree species with scientific name and showing planting location, number and spacing. Plan must be able to be updated yearly for inclusion into required vegetative monitoring report.
- 2.5 Develop written Vegetated Buffer Report to include, but not limited to:
- 2.5.1 Minimum specifications for planting methods and early care.
- 2.5.2 Technical characteristics of proposed plant species including minimum and maximum ranges of vegetation, flowering and reproduction, dormancy stage, and overall beneficial and negative characteristics.
- 2.5.3 Proposed methods of invasive species removal and eradication including detailed specifications for procedures or use of approved chemicals or burning.
- 2.5.4 Proposed plan for public education and involvement including communication methods, sample meeting agendas, targeted groups and proposed minimum signage.
- 2.5.5 Recommendation guide for future maintenance and care of the buffer area and any water quality features approved and planned for installation. This guide shall be project specific and provide for a range of future activities necessary for long-term sustainability of the project. This section of the plan and report should be developed after planting acceptance and completed prior to the first year of maintenance activities.
- 2.6 *Deliverable: Green Acres Stream Corridor Vegetative Buffer Plan and Report*

3.0 Public Education and Involvement

3.1 Conduct a minimum of two community education and involvement events which may include but is not limited to the following;

3.1.1 Coordination of event planning with multiple LFUCG Departments for planning and advertising of event,

3.1.2 Creating event advertisement and distributing printed invitations to adjoining residents within a two-block radius of the project,

3.1.3 Provide overview of the Vegetated Buffer Plan including plan of work, initial and final renderings of completed buffer and benefits,

3.1.4 Provide education on specific planting species and benefits to community and water quality,

3.1.5 Allow for opportunities for questioning, community input and involvement in planting or other stream activity.

3.1.6 Construct project signage;

- To provide passive education about the buffer, plant species and water quality improvements and benefits. Educational signs shall include a minimum of eight (8) - 12" X 18" signs with two alternate messages installed at designated public access areas on the project. Signs shall be metal with laminate printing (such as road signs) or of equal material with a minimum 10 year lifespan installed on metal U-posts with similar lifespan.
- For protection of the buffer area. This shall include a minimum of six (6) "No mow" type signs and sufficient additional buffer markers/barriers to visibly indicate areas designated for protection. Buffer markers may be simple carsonite fiberglass type posts with "no mow" stickers or other acceptable method.

3.1.7 *Deliverable: Public Education and Involvement Summary Report and Signage*

4.0 Vegetated Buffer Plan Implementation - shall include at a minimum:

4.1 Construction of approved and permitted stream corridor enhancements,

4.2 Removal and/or treatment of the planting areas for invasive species,

- 4.3 Modification of soils for improvement for planting, successful growth and moisture retention, which may include fertilizer, soil amendments, mulch or other approved methods.
 - 4.4 Planting of trees, shrubs, plants and seeds as approved,
 - 4.5 Stabilization and protection of entire disturbed and planted areas.
 - 4.6 **Planting Guarantee and Replacement** for one (1) full year that guarantees only viable and healthy plants shall be provided. This shall include the following minimum requirements and is separate from the guarantee described under Yearly Maintenance and Permit Reporting below.
 - 4.6.1 All maintenance necessary to keep plants alive and healthy for one (1) full year after planting acceptance.
 - 4.6.2 Removal and replacement of dead or diseased plants when discovered.
 - 4.6.3 A 10% retainage of the total cost of planting will be held until the end of the guarantee period.
- 5.0 **Yearly Maintenance and Permit Reporting** – For five successive years after first growing season.
- 5.1 Prepare yearly vegetative monitoring report to USACE including reporting of species survivability and location of replacement species as needed.
 - 5.2 Provide yearly maintenance for the entire length of the Stream Buffer Corridor and designated enhancement and planting areas which shall include the following:
 - 5.2.1 Yearly invasive species removal including targeted treatment for specific species and general treatments for promotion of native plantings.
 - 5.2.2 Yearly mowing as recommended to promote growth and aid in invasive species control. This should include a minimum of twice (Spring and Fall) per growing season the first couple years but ideally should be reduced in size and frequency by year five for a successful project.
 - 5.2.3 Provide guarantee (excluding extreme or unpredictable natural events or deliberate acts of destruction by outside party) and supplemental or replacement plantings for a minimum of:
 - 90% Survival of original RPM trees as required by current USACE Permit (ID No. LRL-2013-148-jea) after five (5) years or lesser requirements determined by negotiation of contingency permit as noted in permit language.

- 50% Survival of other trees after three years.
- 50% Survival of native plantings or up to 50% coverage of vegetated buffer area with native species after three years.

5.3 *Deliverable: Yearly Vegetative Monitoring Report*

Services Contract

The successful proposer will be awarded an initial 365 day contract for planning and implementation of the vegetative stream buffer, and up to 5 additional, successive 365 day contract periods for inspection and maintenance, which may include but is not limited to invasive removal, mowing, supplemental planting and vegetative monitoring reporting which may occur upon mutual agreement by all parties.

Given the potential variability in certain task assignments associated with this work, all work shall be assigned via written Task Order Agreement. The successful firm will be required to submit draft Task Orders and a fee estimate for each Task Order to LFUCG’s Director of Water Quality or his designee. Written approval from the LFUCG’s designee must be received prior to initiating work associated with a Task Order. Under no circumstances should changes in Task Order scope or estimated fee occur without prior, written approval from the Director of the Division of Water Quality or designee and receipt of a valid Purchase Order for agreed work.

The first task order shall be to prepare a critical path implementation schedule for the project as listed in the Section – Draft Scope of Services, and shall be the basis for future Task Orders. Invoicing shall be on a monthly basis, per the terms of each Task Order.

The proposed timeline for this project is outlined in the following table.

Preliminary Project Schedule

TASK	FINISH
DESIGN	
Task No. 1 – Prepare Implementation Plan	Within 2 weeks of NTP*
Task No. 2 – Develop Stream Buffer Corridor Plan	Within 8 weeks of NTP
Community Informational Meeting	Fall 2014
CONSTRUCTION	
Begin Enhancement Measures	December 2014
Complete Initial Plantings	Spring 2015
Community Involvement Day	Spring/Summer 2015

* Expected Notice-to-Proceed (NTP) date is September 15, 2014

Proposal Evaluation Criteria

There is a 20 page limit to this proposal. The review of all submissions shall be performed by the Selection Workgroup, which shall recommend award to the Mayor’s Senior Advisor on the

basis of majority vote. In the evaluation of each submission, the Selection Workgroup will apply the following criteria:

1. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated: **PERCENTAGE OF POINTS POSSIBLE – 25%**

➤ The proposal should clearly identify the following primary project team members, with their discipline(s) and office location of primary residence. At least one member of the project team must have training in stream restoration design and one member of the team must be a licensed Professional Engineer in the state of Kentucky. Disciplines/Expertise may reside in one or multiple persons/firms.

- a) Botanist or Plant Specialist
- b) Hydro-geologist (or equivalent)

➤ The proposal should contain only those resumes of the primary project team members or those providing measurable services to project delivery. The content of those resumes should be limited to one page each per person, and only include experience directly relevant to the services requested in this proposal.

2. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, ability to meet schedules and successful submission of capital improvement action plans to regulatory agencies (USEPA, etc).

PERCENTAGE OF POINTS POSSIBLE – 20%

3. Familiarity with the details of the project and provision of typical specifications and sample procedures proposed to be implemented on the project. At a minimum, the proposal should cover the proposer's approach to the following aspects of this project:

- a) Riparian Buffers and Parks planning;
- b) Stream bank stabilization methods;
- c) Native plant selection and planting specifications;
- d) Comments/concerns about this project as outlined.

PERCENTAGE OF POINTS POSSIBLE – 25%

4. Degree of local employment to be provided by the person, firm or team in the performance of the contract. **PERCENTAGE OF POINTS POSSIBLE - 15%**

5. The total estimated cost of services, based on the hourly rates provided for the individuals identified as providing measurable services for project delivery and the estimated total hours, based upon the production of deliverables listed in the following Section – Draft Scope of Services. Each proposal must contain a chart that lists:

- a. The name of each individual listed as a primary project team member or as providing measurable services,

b. The hourly rate for each named individual,

(Note: Individual task order amounts based on cost of service rates and unit costs provided in the table below will be negotiated after refinement of the scope as the project progresses.)

PERCENTAGE OF POINTS POSSIBLE – 15%

Cost Proposals to be provided in the following format for each item provided below;

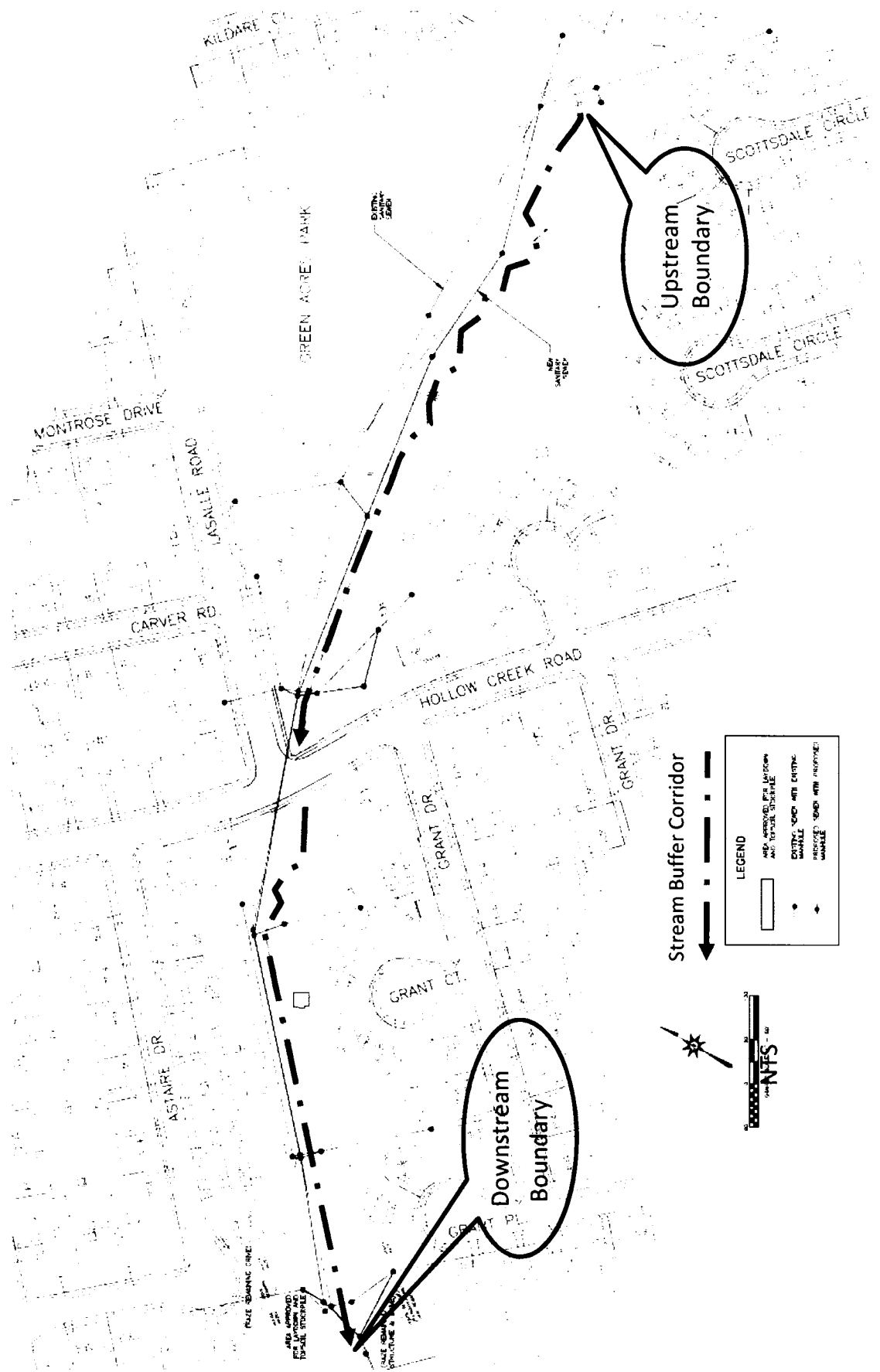
Item	Unit	Unit Cost	Total Item Cost
Project Management and Vegetative Stream Buffer Corridor Plan (Draft Scope Items 1 & 2)	1 Lump Sum		
Public Education and Involvement (Draft Scope Item 3 - including signage) priced per event (2 minimum)	1 Lump Sum		
Public Education Event Alternate 1 (Cost per additional educational event)	Per Event		
Public Education Signage Alternate 2 (Cost per each additional aluminum sign)	Per Each		
Implementation of Vegetated Buffer Plan (Item 4.0 Draft Scope, full area for initial contract, including 1 year planting guarantee and replacement)	1 Lump Sum		
RPM Tree Plantings (assume 200 total trees)	Per group of 25 trees		
Tree and Shrub Plantings (assume tree whips in Buffer Area, and 200 total trees and shrubs)	Per group of 100 trees		
Native plants (forbs and grasses in either seed or bare root for entire length of project – 1700 linear feet total)	Per 100 linear feet of stream		
Maintenance and Reporting Year 1	Per year 1		
Maintenance and Reporting Year 2	Per year 2		
Maintenance and Reporting Year 3	Per year 3		
Maintenance and Reporting Year 4	Per year 4		
Maintenance and Reporting Year 5	Per year 5		

Total Cost of Entire Project as outlined in Draft Scope of Services \$ _____.

Appendix A – Project Area Exhibit

Appendix B – Existing Project Permitting

Project Area Exhibit: Green Acres Stream Corridor Vegetative Buffer



Stream Buffer Corridor

Legend:

- Stream Buffer Corridor (thick dashed line)
- Upstream Boundary (dotted line)
- Downstream Boundary (dashed line)

North Arrow

Scale: 0 to 200 feet

NFS



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677
<http://www.lrl.usace.army.mil/>
March 18, 2014

Operations Division
Regulatory Branch (South)
ID No. LRL-2013-148-jea

Mr. Bill McGregor
Nesbitt Engineering, Inc.
227 North Upper Street
Lexington, Kentucky 40507-1016

Dear Mr. McGregor:

This is in regard to your letter dated February 27, 2014, on behalf of the Lexington-Fayette Urban County Government, requesting a modification to Nationwide Permit (NWP) No. 13, Bank Stabilization, and NWP No. 12, Utility Line Activities (Corps ID LRL-2013-148-jea) which authorized the removal and replacement of a sanitary sewer pipeline, which crosses an unnamed tributary of Cane Run Creek at six locations, an aerial crossing of Cane Run Creek which would require one 3-foot square pier footer on each side of the stream, aggregate channel lining and riprap would be installed at eight locations and removal of three existing concrete flumes and one pier. Authorization was requested to rehabilitate an additional 34 linear feet along Cane Run Creek. The proposed work consists of excavating material to establish a 50:1 slope approximately 5 feet from top of the Ordinary High Water Mark of Cane Run Creek and seeding and mulching area after the work is completed. This requested modification is approved.

This approval is granted in accordance with the enclosed drawings titled "Sheet S-1 (Grading) and Sheet S-4 (Sections), Lexington-Fayette Urban County Government Stream Rehabilitation Plan", dated May 21, 2013. All other conditions of the original permit remain in full force and effect.

A copy of this letter will be sent to the Kentucky Division of Water. If we can be of any further assistance, please contact us at the above address, ATTN: CELRL-OP-FS, or call me at (502) 315-6682.

Sincerely,

A handwritten signature in cursive script that reads "Jane Archer".

Jane Archer
Regulatory Specialist
Regulatory Branch

Enclosures

B. Krebs

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677

August 15, 2013

Operations Division
Regulatory Branch (South)
ID No. LRL-2013-148-jea

Mr. Bill McGregor
Nesbitt Engineering Incorporated
227 North Upper Street
Lexington, Kentucky 40507

Dear Mr. McGregor:

This is in response to your request for authorization on behalf of Lexington Fayette Urban County Government, to remove and replace a sanitary sewer pipeline, which crosses an unnamed tributary of Cane Run Creek at six locations. Each crossing would temporarily impact 15 linear feet of stream using the open cut method. Also there would be an aerial crossing of Cane Run Creek which would require one 3-foot square pier footer on each side of the stream. Aggregate channel lining and riprap would be installed at eight locations. Finally, in three areas existing concrete flumes that are either broken or protruding above the stream bed and one pier would be removed using the one step method. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Based upon this information, your proposal is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 12, Utility Line Activities and No. 13, Bank Stabilization, as published in the Federal Register February 21, 2012. Under the provisions of this authorization you must comply with the enclosed Terms and General Conditions for Nationwide Permit Nos. 12 and 13 and the following Special Conditions:

1. The permittee shall adhere to the submitted mitigation plan noted in the permit application dated April 2013. Root Production Method (RPM) trees shall be used to optimize early establishment and growth of the plantings.
2. The permittee shall submit an as-built report that shows the species list with scientific name, and a table showing the species, planting rate and number of species planted and spacing. Also, the permittee shall submit a plan view showing the location of where the initial trees were planted and name of species.
3. A brief vegetation monitoring summary report shall be submitted for 5 years to this office by December 31. The annual report

shall include the species name, number of species that survived the percentage of survival of each species that survived and photographs documenting vegetation establishment. These reports will clearly discuss whether or not required success criteria were met during the current monitoring year and will propose a contingency plan for handling any deficiencies. A minimum of 90% survival of the original trees plantings will be required prior to being released from monitoring. If the minimum success criteria have been met, monitoring will be considered complete and the project will be released from further monitoring. If success criteria have not been met, a contingency plan will be implemented (in coordination with the Corps) and monitoring will continue.

Since the Commonwealth of Kentucky has denied the required Water Quality Certification (WQC) subject to Section 401 of the Clean Water Act for these particular NWPs, you must apply for and receive individual WQC for this project.

You may apply for WQC by contacting:

Kentucky Energy and Environment Cabinet
Division of Water
200 Fair Oaks, 4th Floor
Frankfort, Kentucky 40601
Phone (502) 564-3410
Fax (502) 564-4245.

If they fail to respond to your request for authorization within 60 calendar days, the WQC is considered waived. The responsibility for obtaining the State WQC rests with you.

Once you obtain individual WQC, you may proceed with the project without further contact or verification from us.

This decision is valid until **March 18, 2017**. The enclosed Compliance Certification should be signed and returned when the project is completed. If your project is not completed by this date or if your project is modified, you must contact us for another permit determination in accordance with the rules and regulations in effect at that time. Note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter is being sent to EcoSource, Incorporated, the Lexington Fayette Urban County Government and to the Kentucky Division of Water (see enclosure for addresses).

Attached to this verification that the project is authorized by NWP Nos. 12 and 13 are a preliminary jurisdictional determination (JD), a Notification of Appeal Process (NAP) fact sheet, and Request for Appeal (RFA) form. However, a preliminary JD is not appealable and impacting "waters of the U.S." identified in the preliminary JD will result in you waiving the right to request an approved JD at a later date. An approved JD may be requested (which may be appealed), by contacting me for further instruction.

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-OP-FS, or by calling me at (502) 315-6682. All correspondence pertaining to this matter should refer to our ID No. LRL-2013-148-jea.

Sincerely,

Jane Archer
Regulatory Specialist
Regulatory Branch

Enclosures

ADDRESS FOR COORDINATING AGENCY

Ms. Sandra Gruzesky
Director
Kentucky Energy and Environment Cabinet
Division of Water
200 Fair Oaks, 4th Floor
Frankfort, Kentucky 40601

ADDRESS FOR PERMITEE

Mr. Charles Martin
Lexington Fayette Urban County Government
125 Lisle Industrial Avenue, Suite 180
Lexington, Kentucky 40511

ADDRESS FOR AGENT

Ms. Debbie Collinsworth
EcoSource, Incorporated
104 Boston Square
Georgetown, Kentucky 40324



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

March 3, 2014

Mr. Charles Martin
Division of Water Quality
Lexington-Fayette Urban County Government
125 Lisle Industrial Avenue, Suite 180
Lexington, KY 40511

Re: Water Quality Certification #2013-056-1M
Lexington Town Branch WWTP - Green Acres
USACE Permit No.: LRL-2013-148-jea
AI No.: 1073, Activity ID: APE20140006
Unnamed Tributary to Cane Run
Fayette County, Kentucky

Dear Mr. Martin:

Pursuant to Section 401 of the Clean Water Act (CWA), the Commonwealth of Kentucky certifies it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated by the above referenced project provided that the U.S. Army Corps of Engineers authorizes the activity under 33 CFR part 330, and the attached conditions are met.

All future correspondence on this project must reference **AI No. 1073**. **The attached document is your official Water Quality Certification; please read it carefully.** If you should have any questions concerning the conditions of this water quality certification, please contact Ms. Joyce Fry of my staff by calling (502) 564-3410.

Sincerely,

Adam Jackson, Supervisor
Water Quality Certification Section
Kentucky Division of Water

AJ:JF
Attachment

cc: Jane Archer, USACE: Louisville District, via email: Jane.E.Archer@usace.army.mil
Lee Andrews, USFWS: Frankfort via email: Lee_Andrews@fws.gov
Bill McGregor, Nesbitt Engineering Inc. (Agent): Lexington, via email: bmcgregor@nei-ky.com
Malissa McAlister, Kentucky River Authority, Kentucky River Basin Coordinator: Lexington, via email: mlmal2@uky.edu

Water Quality Certification

Lexington Town Branch WWTP
Facility Requirements

Permit Number:WQC#2013-056-1M
Activity ID No.: APE20140006

Page 1 of 2

STRC0000000014 (Sanitary Sewer) Bank stabilization, dredging, maintenance and the installation of 7 sanitary sewer crossings resulting in temporary and permanent impacts to an unnamed intermittent tributary to Cane Run:

Submittal/Action Requirements:

Condition	Condition
S-1	Lexington-Fayette Urban County Government shall notify the Division: Due prior to any construction activity. Notify Joyce Fry at (502) 564-3410 or joyce.fry@ky.gov at least two weeks prior to the start of construction. [Clean Water Act]
S-2	The LFUCG shall notify the Division: Due when construction is complete. Notify Joyce Fry at (502) 564-3410 or joyce.fry@ky.gov no later than two weeks post construction. [Clean Water Act]

Narrative Requirements:

Condition	Condition
T-1	The work approved by this certification shall be limited to: - temporary and permanent impacts to approximately 1313 ft of intermittent stream and 15 ft of perennial stream due to crossings with a sanitary sewer line. Impacts include open trench crossing, stream bank stabilization, minor dredging and maintenance work. [Clean Water Act]
T-2	All work performed under this certification shall adhere to the design and specifications set forth in the "Application for Construction Across or Along a Stream and/or Water Quality Certification." received July 12, 2013, the Stream Impacts Table and Table 1 received September 25, 2013, the US Army Corps of Engineers Permit No. LRL-2013-148-jea, and the request for modified certification received February 28, 2014. The modification includes an additional 34 linear feet of bank stabilization to an intermittent stream. [Clean Water Act]
T-3	The applicant is responsible for preventing degradation of waters of the Commonwealth from soil erosion. An erosion and sedimentation control plan must be designed, implemented, and maintained in effective operating condition at all times during construction. [Clean Water Act]
T-4	The Division of Water reserves the right to modify or revoke this certification should it be determined that the activity is in noncompliance with any condition set forth in this certification. [Clean Water Act]
T-5	If construction does not commence within one year of the date of this letter, this certification will become void. A letter requesting a renewal should be submitted.

Water Quality Certification

Lexington Town Branch WWTP
Facility Requirements

Permit Number:WQC#2013-056-1M

Activity ID No.: APE20140006

STRC000000014 (continued):

Narrative Requirements:

Condition

Condition

- T-6 Other permits may be required from the Division of Water for this project. If this project takes place within the floodplain, a permit may be required from the Surface Water Permits Branch. The contact person is Todd Powers. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) stormwater permit shall be required from the Surface Water Permits Branch. This permit requires the development of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP must include erosion prevention and sediment control measures.
Contact: Surface Water Permits Branch (SWPB) Support (502-564-3410 or SWPBsupport@ky.gov). [Clean Water Act]
- T-7 Check dams are not allowed within the stream channel. [Clean Water Act]
- T-8 Remove all sediment and erosion control measures after re-vegetation has become well-established. [Clean Water Act]



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
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200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

ATTENTION APPLICANT

If your project involves one or more of the following activities, you may need more than one permit from the Kentucky Division of Water.

- *building in a floodplain**
- *road culvert in a stream**
- *streambank stabilization**
- *stream cleanout**
- *utility line crossing a stream**
- *construction sites greater than 1 acre**

- **Construction sites greater than 1 acre will require the filing of a Notice of Intent to be covered under the KPDES General Stormwater Permit. This permit requires the creation of an erosion control plan.
Contact: Surface Water Permits Branch (SWPB) Support at (502) 564-3410 or SWPBsupport@ky.gov**
- **Projects that involve filling in the floodplain will require a floodplain construction permit from the Water Resources Branch.
Contact: Todd Powers**
- **Projects that involve work IN a stream, such as bank stabilization, road culverts, utility line crossings, and stream alteration will require a floodplain permit and a Water Quality Certification from the Division of Water.
Contact: Adam Jackson**

All three contacts listed above can be reached at (502) 564-3410. A complete listing of environmental programs administered by the Kentucky Department for Environmental Protection is available from Pete Goodmann by calling (502) 564-3410.

GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
2. All dredged material shall be removed to an upland location and/or graded on adjacent areas (so long as such areas are not regulated wetlands), to obtain original streamside elevations, i.e. overbank flooding shall not be artificially obstructed.
3. In areas not riprapped or other wise stabilized, revegetation of stream banks and riparian zones shall occur concurrently with project progression. At a minimum, revegetation will approximate pre-disturbance conditions.
4. To the maximum extent practicable, all instream work under this certification shall be performed during low flow.
5. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such instream work is unavoidable, then it shall be performed in such a manner and duration as to minimize resuspension of sediments and disturbance to substrates and bank or riparian vegetation.
6. Any fill or riprap including refuse fill, shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
7. If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when work will be done.
8. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
9. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380.



STEVEN L. BESHEAR
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

LEONARD K. PETERS
SECRETARY

STREAM CONSTRUCTION PERMIT

For Construction In Or Along A Stream

Issued to: **LFUCG**
Address: **125 Lisle Industrial Avenue Suite 180**
Lexington, KY 40511

Permit expires on
August 28, 2014

Permit No. **20493**

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated July 12, 2013 for construction of sanitary sewer line upgrades and stream rehabilitation beginning in the left descending floodplain of IBM Tributary at about stream mile 0.1, with coordinates 38.074662, -84.486156, and ending in the left descending floodplain of an unnamed tributary to Cane Run at about stream mile 0.4, with coordinates 38.077937, -84.478515, in Fayette County. AI: 1073

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and is not valid unless actual construction of this authorized work is begun prior to the expiration date noted above. Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

If you have any questions regarding this permit, please call Mr. Jim Oerther at (502) 564-3410.

Issued August 28, 2013.

Todd Powers, P.E., Supervisor
Floodplain Management Section
Surface Water Permit Branch

TAP/JO/nm

pc: Frankfort Regional Office
Bradley Frazier- Fayette Co. Floodplain Coordinator
Bill McGregor, P.E. (by email)
File

Stream Construction Permit

Lexington Town Branch WWTP

Facility Requirements

Permit Number:20493

Activity ID No.: APE20130014

Page 1 of 2

STRC0000000014 (Sanitary Sewer) Construction of sanitary sewer line upgrades and stream rehabilitation beginning in the left descending floodplain of IBM Tributary at about stream mile 0.1, with coordinates 38.074662, -84.486156, and ending in the left descending floodplain of an unnamed tributary to Cane Run at about stream mile 0.4, with coordinates 38.077937, -84.478515, in Fayette County.:

Submittal/Action Requirements:

Condition No.	Condition
S-1	Charles Martin, LFUCG, Division of Water Quality must submit final construction report: Due within 90 days after completion of construction Charles Martin, LFUCG, Division of Water Quality must notify in writing that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

Narrative Requirements:

Condition No.	Condition
T-1	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-2	A copy of this permit must be available at the construction site. [KRS 151.250]
T-3	Any work performed by or for Charles Martin, LFUCG, Division of Water Quality that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-4	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-5	Since Fayette County participates in the National Flood Insurance Program, a local floodplain permit must be obtained prior to beginning of construction. Upon completion of construction Charles Martin, LFUCG, Division of Water Quality must contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

Stream Construction Permit

Lexington Town Branch WWTP

Facility Requirements

Permit Number:20493

Activity ID No.: APE20130014

Narrative Requirements:

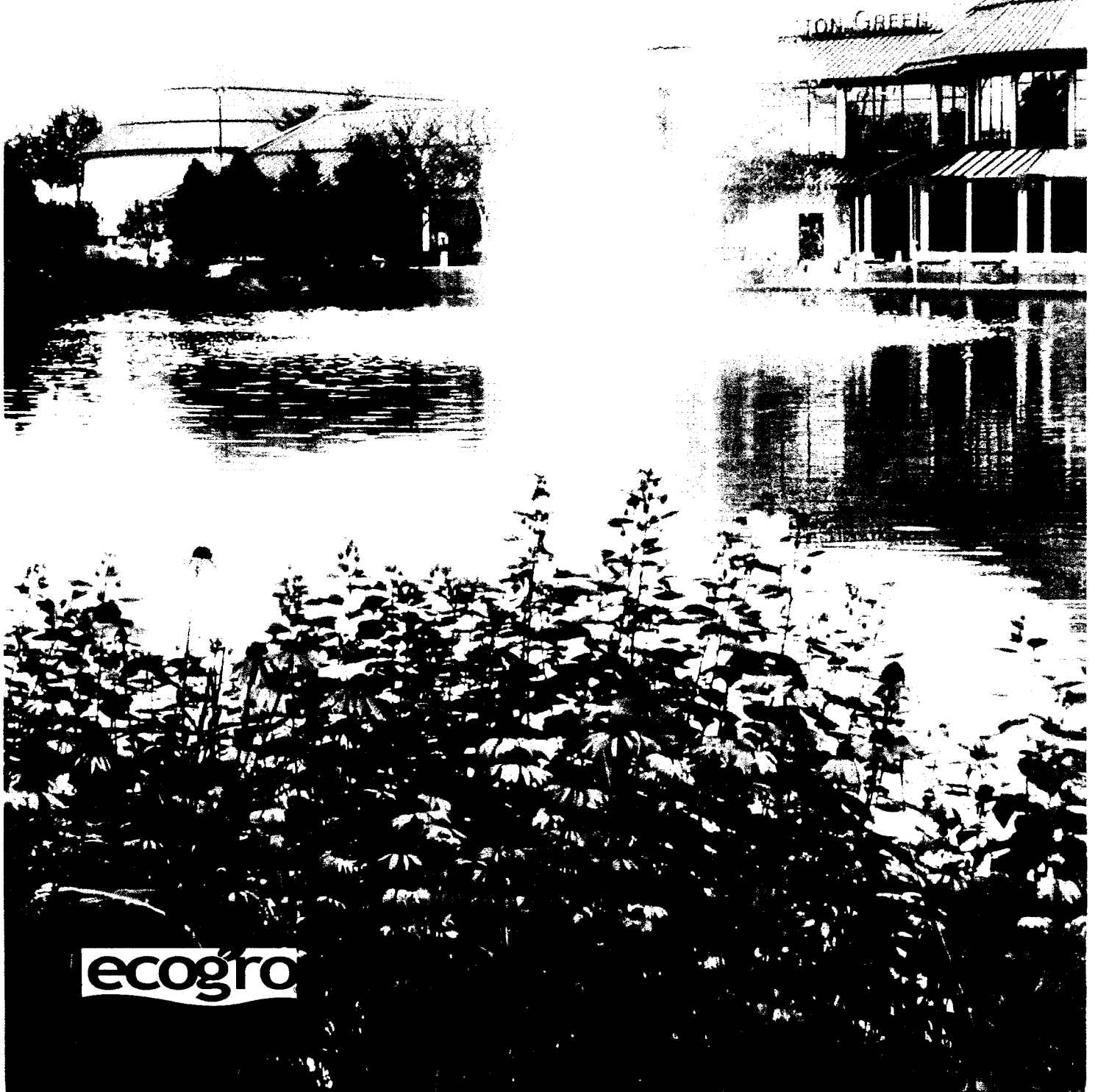
Condition No.	Condition
T-6	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]
T-7	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-8	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-9	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-10	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-11	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-12	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]



Green Acres Stream Corridor Vegetative Buffer - Ecological Restoration RFP #31-2014

Lexington-Fayette Urban County Government

July 28, 2014



ecogro



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **RFP 31-2014**

Date: July 21, 2014

Subject: **Green Acres Stream Corridor Vegetative Buffer --
Ecological Restoration**

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

1. Construction Plans for the Green Acres/Hollow Creek Road Sanitary Sewer Replacement and Stream Rehabilitation Project designed by Nesbitt Engineering Inc. are attached.
2. The Application to USACE is attached for review.
3. Grant's Excavating is under contract for the construction project and work is underway at the site and should be substantially completed by mid-September.
4. All of the proposal project area can be accessed from public streets and through LFUCG owned property. The project area is available for walking at this time but please avoid areas with construction activity.
5. As noted in the current scope, it is hopeful that there will be a short period of overlap between contracts for this proposal and the current construction project for possible coordination with the Construction Contractor for final grading and initial seeding but will depend on timing of several factors.
6. A hydrologic and hydraulic analysis of the stream was completed several years prior by CDP Engineers and will be available for review by the selected proposer.
7. Existing stream structures including the Hollow Creek Road crossing and the bridge in Green Acres Park are intended to remain as is but selected proposers may present plans for modification of the structures as part of a water quality BMP.
8. Maintenance of existing structural BMP's installed in the area (two Suntree Nutrient Separating Baffle Boxes) is not part of this RFP.
9. Community involvement should include items listed in the RFP at a minimum and is intended to provide education through interaction and opportunities for public participation including stream walks or planting participation.
10. The entire project area is either LFUCG owned property or contained within drainage easement. There are five properties that back up to the stream containing drainage easement area, four are located on the Grant side and one on Hollow Creek Road. These properties are included in the project area but will be limited to planting type work only-no permanent BMP's.

- 11. The sidewalk in Green Acres Park is intended to be left as a border to the stream buffer but may be proposed for modification by the selected proposer.
- 12. Most of the open area in Green Acres Park (including the area around the old shelter) and the vacant LFUCG lots are eligible for tree planting.
- 13. The size of the trees planted will be up to the selected proposer with input through the planning process as long as the minimum specifications of the USACE permit for RPM trees are met.
- 14. It has been suggested that trees in the non-buffer open areas (areas to be mowed/maintained regularly) by the LFUCG Parks Department be planted in groups of 3-5 trees.
- 15. Emphasis should be in planting native species for this project.
- 16. Permitting through KY Division of Water and the USACE may require permit extensions but cover vegetation and tree plantings for the project. As noted in the RFP, additional permitting will likely be needed for any additional stream modifications or BMP's suggested by the selected proposer.
- 17. Pre-proposal sign-in sheet is attached.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Advanced Mulching Technologies Inc DBA EcoGro

ADDRESS: PO BOX 2273 Lexington, KY 40522

SIGNATURE OF BIDDER: 

AFFIDAVIT

Comes the Affiant, James Hanssen, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is James Hanssen and he/she is the individual submitting the proposal or is the authorized representative of Advanced Mulching Technologies, Inc. DBA EcoGro, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by James Harssen on this the 24 day of July, ~~2013~~ 2014.

My Commission expires: 4-15-15


NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

*Advanced Mulching Technologies, Inc.
DBA Eco Bro*



Commonwealth of Kentucky
FINANCE AND ADMINISTRATION CABINET
OFFICE OF EEO AND CONTRACT COMPLIANCE

STEVEN L. BESHEAR
Governor

Room 395, New Capitol Annex
Frankfort, Kentucky 40601
(502) 564-2874
(502) 564-1055 Facsimile
<http://finance.ky.gov/>

LORI H. FLANERY
Secretary

YVETTE M. SMITH
Executive Director

October 7, 2013

ATTENTION: Advanced Mulching Technologies, Inc. (dba EcoGro)

Subject: Certification

Your company has been certified to do business with the Commonwealth of Kentucky pursuant to Kentucky's Equal Employment Opportunity Act, KRS 45.550 to 45.640. The one-year certification expires **October 30, 2014**.

You will receive a recertification notice at least ten (10) business days before the expiration date.

Please call (502) 564-2874 if you have questions.

Sincerely,

Yvette M. Smith
Executive Director

WORKFORCE ANALYSIS FORM

Name of Organization: Advanced Mulching Technologies, Inc. DBA EcoGro

Date: 7 / 24 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		1									
Professionals		1									
Superintendents								1			
Supervisors		1									
Foremen						1					
Technicians		1	1								
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		5				1		1			

Prepared by: Jim Hanssen President
Name & Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP 31-2014

The MWDBE 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 Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Cedar Valley Seeding, INC 851 Redmon RD. Paris, KY. 40361	Landscaping/ planting trees	TBA	10% of proposal price
2. CVSeeding@wildblue.net Integrated Engineering 166 Prosperous Place suite 220 Lexington, KY. 40509 (859) 368-0145	SURVEY	TBD Based	on Scope Clarifications
3. Eddie@int-engineering.com			
4.			

The undersigned company representative submits the above list of MWDBE 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.

Advanced Mulching Technologies, Inc
Company DBA Eco Gro

7-24-14
Date

Jim Hansen
Company Representative

PRESIDENT
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 31-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <i>Advanced Mulching Technologies, Inc. DBA Eco Gro</i>	Contact Person <i>Jim Hanssen</i>
Address/Phone/Email <i>Po Box 22273 (859) 231-0500 Lexington, KY. 40522 Jim@ecogro.net</i>	Bid Package / Bid Date <i># 31-2014 7-28-2014</i>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<i>Cedar Valley Seeding 851 Redmon Rd. Paris, KY. 40361</i>	<i>Susan Redmon</i>	<i>(859) 749 8006 cvseeding@windblue.net</i>	<i>7-21-2014</i>	<i>Landscape Tree Planting</i>	<i>Phone/ email</i>	<i>TBD 10% of proposal price</i>	<i>FEMALE</i>

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Advanced Mulching Technologies, Inc. DBA Eco Gro
Company

7-24-14

Date

Company Representative

Jim Hanssen President

Title

Firm Submitting Proposal: Advanced Mulching Technologies, Inc. DBA EcoGro

Complete Address: PO Box 22273 Lexington Ky. 40522
Street City Zip

Contact Name: Jim Hanssen Title: President

Telephone Number: 859 231 0500 Fax Number: 866 348 0528

Email address: Jim@ecogro.net

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

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.

Advanced Mulching Technologies, Inc. DBA EcoGro Jim Hansen
Company **Company Representative**

7-24-14
Date

PRESIDENT
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP 31-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

✓ _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- ✓
— Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- ✓
— Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- Included documentation of quotations received from interested MWDBE firms which 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.
- 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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.

Advanced Mulching Technologies, INC ABA Eco Gro Jim Hansen
Company Company Representative

7-24-14
Date

PRESIDENT
Title

Jim Hanssen EcoGro

From: Marilyn Clark [mclark@lexingtonky.gov]
Sent: Tuesday, July 22, 2014 11:34 AM
To: Jim Hanssen EcoGro
Subject: RE: MBE list
Attachments: LFUCG--Certified MWBE Landscaping 7-2014.xls

Hi Jim,
Here is the list of landscaping MWBE companies we have in our data base. Please let me know if I can be of further assistance.

Best regards,
Marilyn

From: Jim Hanssen EcoGro [mailto:jim@ecogro.net]
Sent: Tuesday, July 22, 2014 11:28 AM
To: Marilyn Clark
Subject: RE: MBE list

Thanks for the info Marilyn. I was looking for landscaping DBE's. I have found one (Cedar Valley Seeding) and am getting a quote from them, but do you have any others that you could forward to me? I would appreciate it.

Jim

From: Marilyn Clark [mailto:mclark@lexingtonky.gov]
Sent: Tuesday, July 22, 2014 9:25 AM
To: Jim Hanssen EcoGro
Subject: RE: MBE list

Hi Jim,
We don't have a list that we keep online. I keep a data base that updates daily. Can you tell me what kinds of companies you are looking for and I can help you find them. Also, I keep links on my web page for two state data bases of minority and women owned businesses. You can find those links on the right hand side of the page at www.lexingtonky.gov/MWBE

Best regards,
Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street, Room 341

Lexington, KY 40507
859-258-3323
mclark@lexingtonky.gov
www.lexingtonky.gov/MWBE

From: Jim Hanssen EcoGro [<mailto:jim@ecogro.net>]
Sent: Tuesday, July 22, 2014 8:37 AM
To: Marilyn Clark
Subject: MBE list

Ms. Clark,

Does the city of Lexington have a list of MBE , WBE, DBE certified business that they can distribute to contractors looking for minority participation? Any help would be appreciated. Thanks

Regards,

Jim Hanssen



Po Box 22273 Lexington, KY 40522
859.231.0500 o
859.621.7461 c
866.348.0528 f
www.ecogro.net

20 suppliers were found matching your search criteria
 MWBE Classification: All MWBE's

Commodity/Service Category: Landscaping Specialists/Architects

Search Results

Company	Address1	City	State	Zip	County
DLZ Kentucky, Inc	201 Brighton Park Blvd	Frankfort	KY	40601	
Environmental Landscape, LLC	2723 Muir Station Rd.	Lexington	KY	40516	
Somethin' Bloomin'	416 West Maxwell	Lexington	KY	40508	
Barrett Partners, Inc.	209 E High Street	Lexington	KY	40507	
ClasSickle, Inc.	288 Twelve Oaks Drive	Mt. Washington	KY	40047	
EHI Consultants	333 West Vine Street, Suite 300	Lexington	KY	40507	
Environs Inc.	1402-B Evergreen Road	Louisville	KY	40223	
Four Water LLC	1081 Andover Forest Drive	Lexington	KY	40509-2004	
GeeMX Technologies	851 Woodlawn Road	Lincoln	IL	62656	
Integrated Engineering, PLLC	166 Prosperous Place, Suite 220	Lexington	KY	40509	
Landstory	901 N. East Street	Indianapolis	IN	46202	
Messier & Associates Inc.	P. O. Box 21293	Louisville	KY	40221	
Mike Osbourn Lawn Care, Inc.	206 Bells Mill Rd	Shepherdsville	KY	40165	
Minnifield Enterprize, Inc. dba All Pro Electric	3364 Leestown Road	Lexington	KY	40511	
Moody Nolan, Inc.	434 Madison Avenue	Covington	KY	41011	
RLR Associates	1302 N. Illinois St.	Indianapolis	IN	46202	
TAS Development LLC	1450 North Broadway	Lexington	KY	40505	
Third Rock Consultants, LLC	2526 Regency Rd, Suite 180	Lexington	KY	40503	
Thoroughbred Mowing & Ag Services	671 Burgess Smith Rd	Sadleville	KY	40370	
U.S. Lawns of Lexington	3070 Lakecrest Circle, Suite 400 PMB 160	Lexington	KY	40513	

Website	Contact	Title
www.dlz.com	Marcelyn Mathews	Vice President
SBloomin@aol.com	Jennifer Braddock	Manager
	Cindy	owner
	Tony Barrett	Secretary/Treasurer
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www.messainc.com	Fernando Messier	CEO
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	Keith Jones	Project Manager
www.moodynolan.com	Vincent Terry	Director of Operations
www.rlr.biz	Ryan Scott	Director of Marketing and Business Development
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	Levi Courtney	registered agent
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Executive Summary

The EcoGro Team is pleased to submit this response to your RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration. We've compiled a Design/Build team with unmatched expertise and familiarity with the proposed project. Our team includes:

- **EcoGro** – a local contractor specializing in stream restoration and stormwater solutions;
- **Ridgewater** – a local engineering firm that partners with EcoGro providing project management, design, and field engineering expertise;
- **Stantec** – a design firm with nearly 200 local staff and specific expertise in all types of ecological and stream/wetland restoration;
- **Integrated Engineering** – a Lexington-based certified disadvantaged business enterprise (DBE) to perform field surveying (as-needed) on the project;
- **Cedar Valley Seeding, Inc.** – a local DBE to provide planting services for the project.

Our team has reviewed your RFP, visited the site, and familiarized ourselves with the project objectives. We've developed a proposal based around a well thought-out approach, familiarity with your project, and successful implementations of similar projects throughout the region. Highlights of our proposal are provided in the following paragraphs.

Why Choose the EcoGro Team?

1. Unmatched Familiarity in the Cane Run Watershed. Our team boasts relevant project experience throughout the watershed, providing unsurpassed knowledge of the water quality concerns and watershed characteristics. We have recently completed projects in the Cane Run watershed such as:

- Lexmark Shady Brook Park Streambank Stabilization Project on Cane Run, located immediately downstream of the Green Acres project.
- Lexmark/Cane Run Stormwater Feasibility Study.
- Kentucky Horse Park Stream and Stormwater Improvements for the Cane Run 319 grant project.
- North Limestone Feasibility Study.

EcoGro's office is located within the Cane Run watershed – we provide the low-risk selection and have a vested interest in the success of this project.

2. Innovative and Well Thought-Out Approach. Our team routinely employs best-in-class technology and innovation in our projects, enhancing water quality as well as improving aesthetic and security considerations. Through past projects we have developed innovative techniques to improve water quality. Some of these have included creating:

- **Gravel aquifers with a carbon source in restored streams to create anoxic aquifers for enhanced nutrient removal (Town Branch Stream Restoration in Winchester, Mill Creek Stream Restoration, MMSK Ecological Odyssey Stormwater Improvement, Springs Branch Stormwater Improvement Project at Clays Mill Elementary, all in Lexington).**
- **Anaerobic bioretention zones to remove nutrients from horse barn runoff (Kentucky Horse Park).**

Executive Summary

- Evaluation and testing of potential in-stream trash collection system (Lexmark/Cane Run Stormwater Feasibility Study).
- Aquifer Research Cells in a restored stream to evaluate nutrient removal and improve upon future designs (Montessori Middle School of Kentucky).

Our team has a thorough understanding of your RFP and the project objectives. We will bring an innovative approach that includes proven, but out-of-box, solutions such as use of biochar, zoned stream/wetlands areas, stabilization measures validated through 2-dimensional hydraulic modeling, etc. Our team offers second-to-none expertise to provide a successful project meeting environmental, social, and economic objectives.

3. Proven Effective Outreach Experience. The EcoGro Team has proven success at achieving public/stakeholder buy-in through effective outreach and education. In addition to an aesthetically pleasing solution with neighborhood/park considerations, our team will host meetings and planting events with neighborhood stakeholders – in fact, we’ve utilized this approach on a recent student-planting event for one of your Water Quality Incentive Grant projects at Clays Mill Elementary. In our experience, achieving early buy-in and engaging end-users early results in a better short-term product as well as long-term success achieved through the sense of ownership realized by the neighborhood. For example, initial site visits and conversations with Gary Commodore (Neighborhood Association official) have already provided us with insight and stakeholder impact for potential project solutions.

4. Past Successful Projects with LFUCG. We have completed several projects with you, as well as other municipal and State clients, offering a trusted, low-risk selection for this project. Our knowledge of your system, staff, and requirements/guidelines allows us to hit the ground running without the inefficiencies and slow learning curve for potential newcomers. Additionally, our team has a reputation for putting LFUCG’s interests before all others on past projects – such as evaluating project need unbiasedly and sometimes recommending to forego costly capital projects (even at the expense of potential fees). Rest-assured that our team provides professional advice as your trusted advisor, and will never offer self-serving recommendations.

5. We provide Cost-Effective/Best Value Services. As a Design/Build team, we are familiar with operating within stringent budget requirements and have a thorough respect for the current economical client. We operate as an honest service-provider looking to maximize your return for your investment. We’ve leveraged stakeholder support (e.g. on-site maintenance staff, supplies, or equipment, utilizing student/stakeholder volunteers for planting events, etc.) to stretch your dollars most effectively. We’ve completed several projects for you in the past, always on budget and never requesting unsolicited change-orders – you can expect this same service and high-value returns on this project.

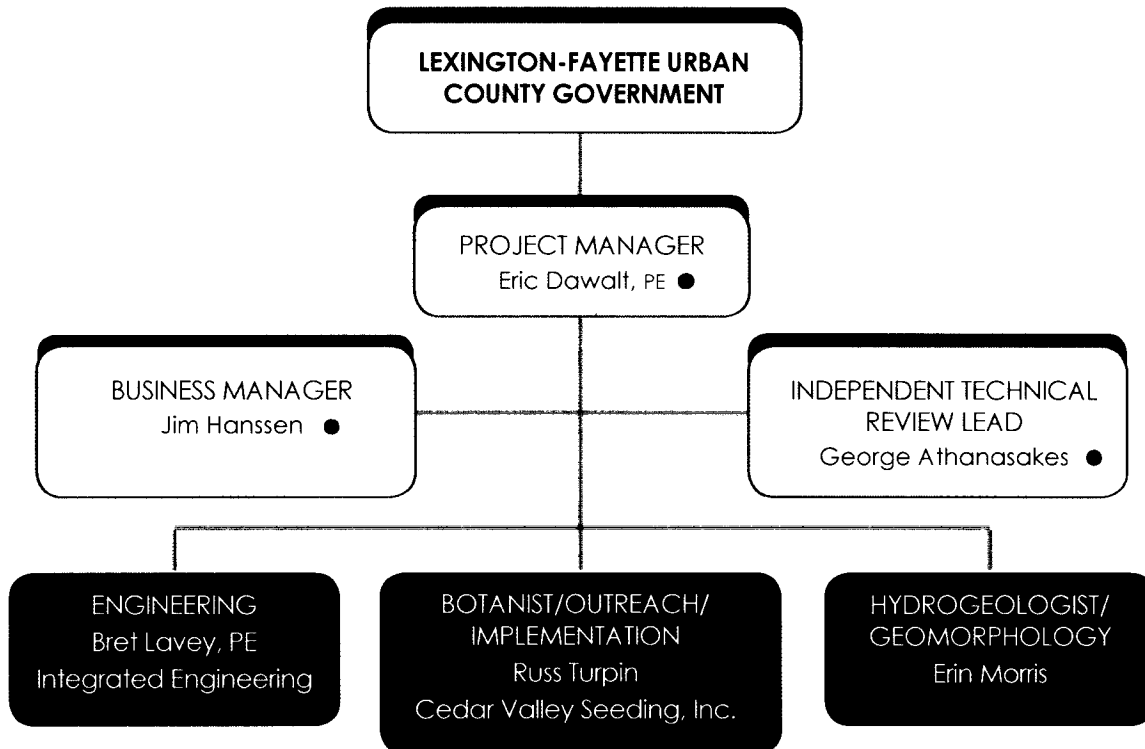
6. We are a Local Team. EcoGro and Ridgewater’s staff is entirely located within Lexington, Stantec maintains a Lexington staff of nearly 200, and one of our DBE’s, Integrated Engineering, has their headquarters in Lexington. We live, work, and play right here, offering you a team that is vested in the project and keeps local dollars here in the community.

1. Specialized Experience

Project Team Organizational Chart

We have built a design/build team of professionals with extensive experience in water quality and water quantity, design, and project implementation through construction. Each team member has contributed his or her expertise on various projects with LFUCG.

An organizational chart depicting our Project Team is presented below. Brief paragraph biographies highlighting the roles of key personnel on this project follow. One-page resumes for each of the key staff listed may be found in Appendix A.



KEY —○

- Stantec
- EcoGro
- Ridgewater

Qualifications

ERIC DAWALT, PE will serve as the project manager on the project, responsible for the effective development of design plans as well as acting as the field engineer in responsible charge during the construction effort. He has over twelve (12) years of experience in feasibility studies, design, and construction of stream and wetland restoration and stormwater BMPs for public and private clients. Eric routinely serves as project manager for EcoGro/Ridgewater projects, designing and/or constructing over 20 stream/wetland restoration projects accounting for 63,000 linear feet and over \$7.1 million.



1. Specialized Experience

JIM HANSSEN will serve as the Business Manager for the project, responsible for the project contracting/administration, purchasing of materials, invoicing and payment, and employee management for the project. Having been a President and Owner of successful local businesses for over two decades, he will serve as an integral part of the planning, design, and implementation/construction process. Jim also manages the restoration stewardship program for EcoGro's projects where clients desire a turn-key solution for up to five or more years of vegetation maintenance and invasive species management.



GEORGE ATHANASAKES, PE will act as the Independent Technical Review Lead for project. George leads Stantec's stream and ecosystem restoration practice – 150 persons accounting for over 500 miles of restored streams across North America. George has extensive experience in teaming arrangements with the EcoGro/Ridgewater Team including acting as the lead designer for the ongoing and innovative Hatchery Creek Stream Restoration project just below Wolf Creek Dam/Lake Cumberland. George's team brings a vast array of specialized experience in several cutting edge technology offering LFUCG staffing redundancy and necessary expertise for potential project elements.



BRET LAVEY, PE, ENV SP will serve as the Engineering Lead for the Project. He has more than ten (10) years of stormwater, wastewater, and water resources design and planning projects – including over a dozen projects working directly for LFUCG. In addition to being a professional engineer, Bret is a certified Envision Sustainability Professional (ENV SP), trained in identification and design of triple bottom-line solutions, incorporating benefits from environmental, social, and economic metrics. He will oversee the design process executed out of Stantec's Lexington offices with over 200 local staff and coordinate the field survey and preparation of record drawings for the project.



RUSS TURPIN is a senior environmental specialist and experienced botanist with EcoGro and will be responsible for developing the vegetation plans, performing and overseeing the planting and vegetation maintenance, and the outreach and education elements in close cooperation with project stakeholders. Russ routinely gives tours and presentations for green infrastructure projects across Fayette County – including leading a recent student tree planting event for EcoGro's stream restoration project at Clays Mill Elementary. He is a leader in the field of rain gardens, wetlands, and riparian planting zones. In addition to plantings expertise, Russ also routinely operates heavy equipment on EcoGro's stream restoration and green infrastructure projects.



ERIN MORRIS will provide as needed hydrogeology and geomorphology expertise on the project. She has project experience in stream and wetland restoration, geomorphic stream assessment and monitoring, stream stability assessment, water quality monitoring, wetland delineation, environmental permitting and compliance, mitigation reporting, and GIS mapping. Prior to joining Stantec, she taught undergraduate level geomorphology and physical geography courses at West Virginia University. She obtained Level I Certification in Applied Fluvial Geomorphology from Wildland Hydrology in April 2013.

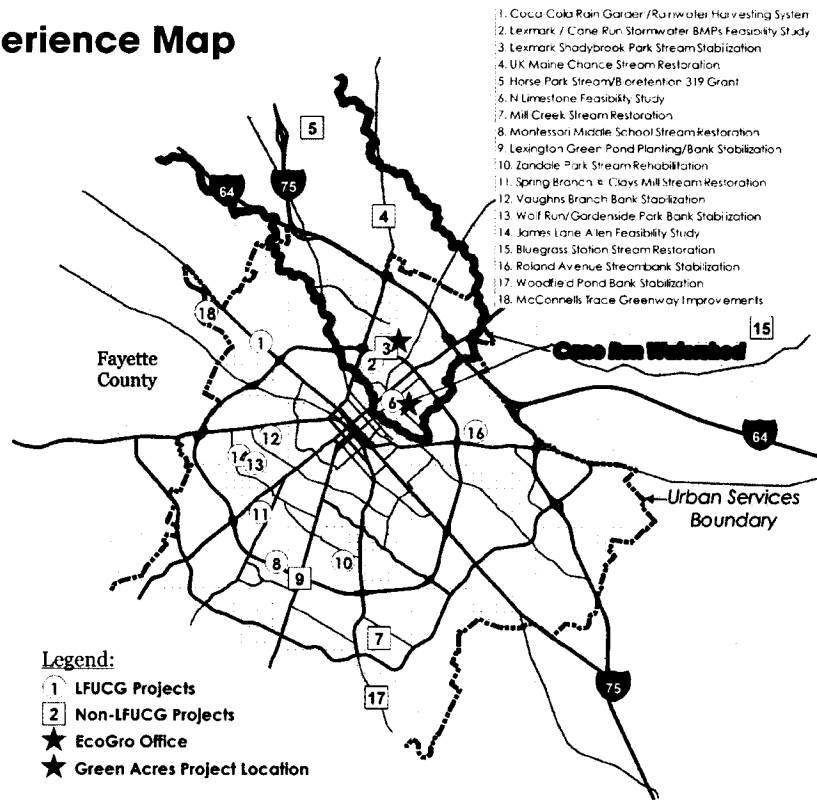


1. Specialized Experience

INTEGRATED ENGINEERING is Lexington-based consulting firm that routinely teams with Stantec and EcoGro to provide various services. Integrated will be responsible for survey on the project (if deemed necessary) and for providing as-needed landscape architecture/rendering services. Integrated is a certified Minority-Owned Business Enterprise (MBE) with a successful past history of providing quality services within the Lexington community and on LFUCG projects.

CEDAR VALLEY SEEDING is a certified Woman-Owned Business Enterprise (WBE) based in Paris, Kentucky. EcoGro is committed to meeting and exceeding LFUCG’s goal for Disadvantaged Business Enterprises. Cedar Valley will perform tree planting services associated with the project with total fees of at least 10% of the proposed fee in Section 5.

Project Experience Map



Following are descriptions of projects that the EcoGro Team has performed in the categories of: Cane Run Watershed, LFUCG, and similiar stream restoration projects.

1. Cane Run Watershed

Lexmark Shadybrook Park Streambank Stabilization, Lexington, KY (May - June, 2010)

This project consists of repairing the banks of a section of Cane Run and a section of the IBM Tributary to Cane Run flowing through Lexmark International property in Shadybrook Park. Due to the urban watershed, non-point source pollutants in the stormwater and intense volumes of runoff, the banks of Shadybrook Park were eroded and largely void of aquatic habitat. The EcoGro/Ridgewater Team designed and built approximately 1,350 feet of stabilized banks along Cane Run and its tributary. EcoGro established

1. Specialized Experience

a vegetated riparian buffer along the project to further protect the floodplain from erosion and provide valuable aquatic habitat. EcoGro has been conducting a riparian buffer maintenance program at this park since 2010.

Kentucky Horse Park Stormwater BMPs, Lexington, KY (August – November, 2013)

The purpose of this project was to implement a variety of stormwater Best Management Practices (BMPs) to improve water quality in Cane Run at the Kentucky Horse Park. The Park was selected as a key location to implement and demonstrate practical ways to reduce pollution in Cane Run. The EcoGro/Ridgewater Team was hired to assist with BMP selection, design and construction of 1,000 linear feet of stream enhancement, bank grading and riparian buffer planting. This project was funded by an EPA 319 grant for implementation of the Cane Run Watershed Plan

University of KY, Maine Chance Equine Campus, Stream Restoration Research and Water Quality Demonstration Site, Lexington, KY (May, 2012)

The EcoGro/Ridgewater Team was hired to construct ecological enhancements along approximately 850 linear feet of an un-named tributary to Cane Run at the University of Kentucky's Agricultural Experiment Station. The Cane Run Watershed Based Plan, led by UK, identified opportunities to implement water quality BMPs on the farm. As an agricultural education and outreach facility, they wanted to develop a drainage swale to be used for multi-disciplinary research, hands-on student experience and to demonstrate water quality BMPs. A natural stream channel design for the drainage swale was developed with a series of pools, bends and riffles to restore riparian habitat.

2. LFUCG Projects

Montessori Middle School of Kentucky, Stormwater Quality Improvement and Stream Restoration Project (February 2011 – March 2014)

In 2010, EcoGro/Ridgewater Team saw potential in a small, un-named tributary to the South Elkhorn Creek in Lexington Kentucky. It's steep, eroded banks were suffering from urban runoff. What this creek lacked in environmental quality, it presented in opportunity for improvement. The EcoGro/Ridgewater Team, Montessori Middle School of Kentucky, and several project partners submitted a grant application for the LFUCG Stormwater Quality Incentive Grant Program. The city of Lexington recognized the same potential gains for education and habitat as they approved this project for funding. The purpose of this project was to restore habitat and improve water quality in addition to providing an exceptional educational opportunity. This project was funded by the LFUCG Stormwater Quality Projects Incentive Grant Program.

Springs Branch Stormwater Improvement Project at Clays Mill Elementary, Lexington, KY (August 2013 – March 2014)

Springs Branch is a headwater tributary to Wolf Run that starts on the Clays Mill Elementary School and LFUCG Southland Park properties. This stream is in a developed, urban watershed that has several water quality issues such as sanitary sewer overflows, chlorine and discharges from the LFUCG Southland Pool, as well as the typical runoff from parking lots, roads, and residential areas. The EcoGro/Ridgewater Team, Fayette County Public Schools, and several project partners submitted a grant application for the LFUCG Stormwater Quality Incentive Grant Program. The goal of this project is to improve water quality and aquatic habitat in Wolf Run, as well as to reduce downstream flooding of roads and homes. In addition, this project will help educate the local community, park users, students at the nearby schools, and water

1. Specialized Experience

professionals about stormwater quality. This project was funded by the LFUCG Water Quality Management Fee through the Stormwater Quality Projects Incentive Grant Program.

Urban Riparian Corridor and Stream Enhancement, Richmond Road, Lexington, KY (October, 2012)

The purpose of this project was to enhance the beauty and ecological quality of a small urban tributary along a major urban corridor. The project is situated between the southern side of Richmond Road (Highway 25) and the Kenwick and Canterbury Place apartment complexes. In order to engage individuals, businesses and organizations within Fayette County to take personal responsibility for improving our environment, the Keep Lexington Beautiful Commission received one of 120 merit-based grants awarded nationally to support grassroots community improvement projects. This grant was funded by the Lowe's Charitable and Educational Foundation. EcoGro's role was to provide an evaluation of restoration techniques, cost estimates, a project design, species selection, materials procurement and logistic coordination as well as to develop a 5-year maintenance program.

3. Similar Stream Restoration Projects

Millcreek Wetland and Stream Restoration Project

Millcreek Elementary, Lexington, KY (June – September, 2009)

Seven hundred feet of Millcreek stream was an eroding, urban ditch that divided the Millcreek Elementary School playground and was a safety hazard the school children were not allowed to get near. Wetlands, a rain garden, a riparian forest buffer, wildflowers, native grasses and erosion controls were installed to reduce sediment, trash, nutrients and pollutants from stormwater runoff. The goals of this project were to improve water quality, create more and better habitat for animals and aquatic life, as well as provide a facility for environmental education. This project also serves as an ongoing educational facility for not only the students of Millcreek Elementary, but also academic researchers and municipal/institutional personnel. Teachers were trained before, during, and after construction on how to incorporate the outdoor classroom and student "Stream Days" in their curriculum. EcoGro has been conducting a 5-year riparian buffer maintenance program since 2010.

Cove Spring Stream and Wetland Restoration, Frankfort, KY (September, 2012 – January, 2013)

Because of its convenient location in downtown Frankfort, Cove Spring Park is not only an oasis for wildlife, but also the public. Numerous people visit the park daily to enjoy its natural beauty and unique environments. The EcoGro/Ridgewater Team was hired to rehabilitate over 7,200 feet of creek and more than 14 acres of wetland in Cove Spring Park. Banks were re-graded to eliminate eroding slopes and allow floodplain access. EcoGro conducted a three-year maintenance program to support native seedlings and control invasive exotic weeds.

Bluegrass Station Stream Restoration, Lexington, KY (October, 2008 – January, 2009)

The EcoGro/Ridgewater Team was awarded a contract to restore and enhance 6,000 feet of an unnamed tributary to Avon Branch of the North Elkhorn Creek in northeast Fayette County. The project required excavation to reshape or relocate the channel, construct bankfull benches and lower the floodplain. Temporary cover crop and 100% biodegradable Nature's Blanket™ was installed to provide erosion prevention and sediment control. A selection of native grasses and wildflowers were broadcast throughout the floodplain. Lastly, live stakes were installed along the banks to ensure a dense establishment of fast growing roots to hold the soil.

2. Past Record and Performance

The EcoGro/Ridgewater/Stantec Team's past performance on LFUCG projects demonstrates the quality services that we provide, while staying within budget and on schedule. The table below lists some of the most recent and relevant projects that the Team members have undertaken for LFUCG with a quick glance to adherence to budget, quality of work, ability to meet schedules, successful submission of plans to and receipt of permits from regulatory agencies.

Project	Within Budget?	Quality Expectations Met?	On Schedule?	Permits from Regulatory Agencies?	Project Complete?
MMSK Ecological Odyssey Stormwater Improvement Project (WQ Incentive Grant Project)	Y	Y	Y	Y	Y
Springs Branch Stormwater Improvement Project at Clays Mill Elementary (WQ Incentive Grant Project)	Y	Y	Y	Y	Y
Coca-Cola Stormwater Replenish Project (WQ Incentive Grant Project)	Y	Y	Y	Y	Y
McConnell's Trace Greenway Improvements	Y	Y	Y	n/a	Y
Lexmark/Cane Run Stormwater Improvement Project Feasibility Study (WQ Incentive Grant Project)	Y	Y	Y	n/a	Y
Zandale Streambank Stabilization Project (WQ Incentive Grant Project)	Y	Y	Y	n/a	Y
James Lane Allen Stormwater Improvement	Y	Y	Y	n/a	Y
Vaughn's Branch Streambank Stabilization (as a subcontractor)	Y	Y	Y	n/a	Y
Urban Riparian Corridor and Stream Enhancement, Richmond Road	Y	Y	Y	n/a	Y
Gardenside Park Streambank Stabilization	Y	Y	Y	n/a	Y

3. Project Familiarity

Our team is familiar with the watershed, client objectives, and proposed project elements. We have developed a project approach based on a thorough review and understanding of your RFP, a site visit, initial conceptual brainstorming, and exhaustive experience with similar projects throughout the region and within the Cane Run Watershed. Highlights of our project approach are provided in the following paragraphs:

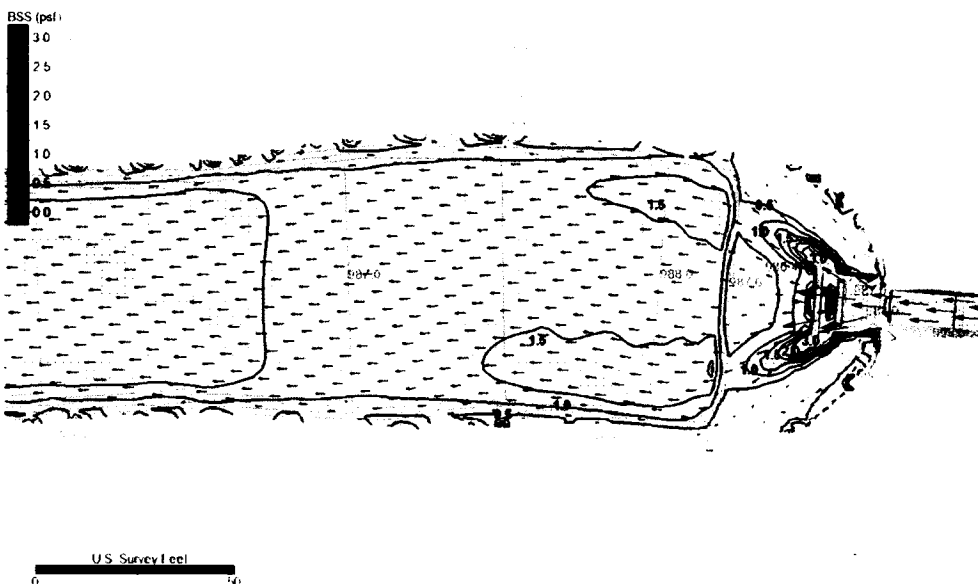
A. Riparian Buffer

The overall approach for the design and installation of the riparian buffer will be to apply the best characteristics of selected native plants to best support the critical issues or conditions at a given location. For instance, high profile areas along the park or bridges will have a higher ratio of wildflowers and shorter grasses. Trees and shrubs will have greater numbers along the waterway to offer shade and bank stability. Plants will also be arranged in clusters and groups to offer a visible cue of intentional placement. Seed will be purchased as individual species, rather than a mixture, to facilitate distinct botanical compositions.

B. Streambank Stabilization

POTENTIAL EROSION: There are several locations where the stream is actively eroding the bank near or toward a property line. Even with laying the banks back and covering with erosion control blanket, in the long term, the stream will likely continue erode into the adjacent property.

SOLUTIONS: We will evaluate those areas with LFUCG after (or even before) the sanitary sewer line construction is complete as part of Task 1. Based on the hydraulic analysis and professional experience, we will propose measures that will address the erosion. Measures could include installing rock toe protection, rock grade control, excavating a wider floodplain, creating an entire new valley, etc. Other design techniques could include creating a 2-D hydraulic model of the stream to evaluate shear stresses on the channel and floodplain. These will be evaluated in the initial scope phase and the proposed enhancements will be determined as part of Task 1. We propose to work with sanitary sewer contractors, Grants Excavating, to perform final grading under our direction.



2-D hydraulic model developed for design of MMSK project by Dr. Arthur Parola, PE.

3. Project Familiarity

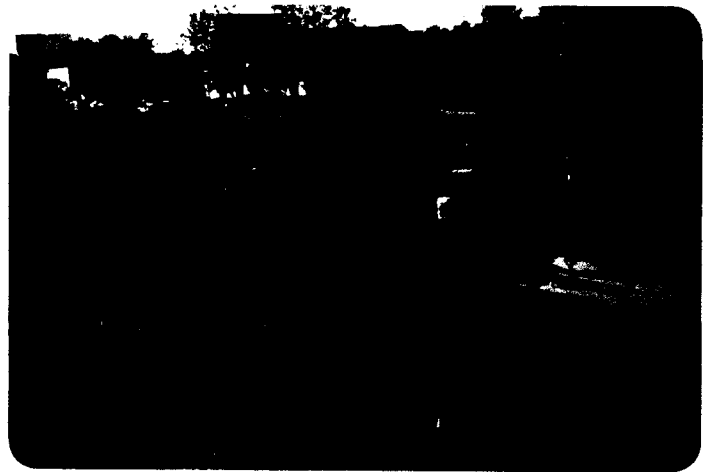
C. Native Plant Selection

The type of plant and species will be selected based on: project goals and timeline, desired aesthetic, stakeholder acceptance, suitability to site conditions (sun, soil, water, etc.), ecological significance, performance dependability, cost-effectiveness, commercial availability and maintenance needs. The native plants selected for this project will be ones that EcoGro has used repeatedly with success at similar projects.

D. Comments/Concerns

OPPORTUNITIES TO IMPROVE STREAM HEALTH:

1. Install constructed aquifers in stream corridor to increase hydraulic residence time, provide more water quality treatment and nutrient removal.
2. Create riffles and pools in stream to provide more aquatic habitat.
3. Install wetland “filters” at upstream end of project and along stream to capture and treat pollutants. These wetlands could also retain stormwater and increase baseflow, provide habitat for amphibians and macroinvertebrates, etc.
4. Excavate more floodplain below OHW in order to create sediment and nutrient sink within headwater to improve downstream water quality.
5. Increase bird and wildlife habitat with nesting boxes, rock, etc.
6. Research opportunities with University of Kentucky and University of Louisville.



Installation of gravel/wood chip aquifer at MMSK Stream project in Lexington.

CONCERNS:

- **Erosion below OHW elevation:** Even with removing the floodplain above the OHW, there still exists the potential for erosion. This threat could be lessened with solutions described in B above.
- **Cutoff of meanders:** Once the floodplain is lowered to the OHW, the stream may avulse and cut through the point bar during high flows. Solutions to this could include relocating the stream thalweg, or excavating a floodplain lower than the OHW.
- **Downstream sedimentation:** The stream reach downstream of Hollow Creek Road currently has aggradation of sediment apparently due to the decrease in channel slope and/or the downstream constriction caused by fence adjacent to Lexmark property. This will likely continue and could decrease the quality of the stream. Solutions could include over excavating the floodplain in that reach in order to accommodate the sediment, and/or creating other sediment sinks upstream such as wetlands, wider floodplains, etc.

3. Project Familiarity

- **Trash:** Even with the upstream installations of the Sun Tree units, there may still be significant trash that enters the stream due to other storm sewers and road. Solutions could include other trash collection systems on all storm sewer outfalls or an in-stream trash collection system.
- **Compacted soil.** Solution: till soil prior to seeding and blanket. Work with sanitary sewer contractor to reduce compaction.
- **Invasive Species in disturbed soil.** We may want to let everything grow up for one growing season, kill it off, and then plant.
- **Vandalism of trees.** RPM trees are easy to spot and destroy. Solution: install RPM trees with rodent/vandal guard.
- **Concerns by neighbors of mosquitoes, snakes, rats, etc.** Solution: have community education with UK experts in wildlife.
- **Permitting review time may take too long.** Solution: determine permit time frame during Task 1.1.2.
- **TRM:** the proposed use of a synthetic Turf Reinforcement Mat (TRM) by the sanitary sewer project will limit options for seeding, tree planting, vegetative growth and maintenance. The team requests further discussion about the use or replacement of TRM with a biodegradable erosion control blanket such as a woven coconut coir fiber blanket.



Research flume installed by Team with U of L Masters Student at MMSK to measure hydraulics of restored stream.

4. Degree of Local Employment

The EcoGro Team includes the following firms which are all located in Lexington:

1. **EcoGro** – a local contractor with six permanent staff specializing in stream restoration and stormwater solutions;
2. **Ridgewater** – a local engineering firm that partners with EcoGro providing project management, design, and field engineering expertise;
3. **Stantec** – a design firm with nearly 200 staff in Lexington and specific expertise in all types of ecological and stream/wetland restoration;
4. **Integrated Engineering** – a Lexington-based certified disadvantaged business enterprise (DBE) to perform field surveying (as-needed) on the project; and

All of the above firms are licensed to work in Lexington, pay LFUCG taxes, and employ staff that live in Lexington.



**The EcoGro/
Ridgewater Team
provides unmatched
local leadership
in water quality
enhancement
projects.**

5. Total Cost of Services

The EcoGro Team has developed a detailed cost estimate breakdown for your consideration. Our cost estimate is based on a thorough understanding the project site, your RFP, our vast experience on similar projects, and a well-thought-out approach described in Section 3. Following the selection process, we anticipate that the actual fee estimate will be renegotiated based on conversations with LFUCG and project stakeholders to more fully define the scope of work and add, omit or modify scope tasks. To facilitate your review and consideration during the selection process, we have provide a detailed cost estimate breakdown spreadsheet on the following page. The summarized fee estimate, by task in accordance with your RFP is provided below.

TABLE 1: SUMMARIZED FEE ESTIMATE

Item	Unit	Unit Cost	Total Item Cost
Project Management and Vegetative Stream Buffer Corridor Plan (Draft Scope Items 1 & 2)	1 Lump Sum		\$80,700
Public Education and Involvement (Draft Scope Item 3 - including signage) priced per event (2 minimum)	1 Lump Sum		\$26,100
Public Education Event Alternate 1 (Cost per additional educational event)	Per Event	\$8025	
Public Education Signage Alternate 2 (Cost per each additional aluminum sign)	Per Each	\$200	
Implementation of Vegetated Buffer Plan (Item 4.0 Draft Scope, full area for initial contract, including 1 year planting guarantee and replacement)	1 Lump Sum		\$62,550
RPM Tree Plantings (assume 200 total trees)*	Per group of 25 trees	\$3,250	
Tree and Shrub Plantings (assume tree whips in Buffer Area, and 200 total trees and shrubs)*	Per group of 100 trees	\$1000	
Native plants (forbs and grasses in either seed or bare root for entire length of project - 1700 linear feet total)*	Per 100 linear feet of stream	\$470.59	
Maintenance and Reporting Year 1 (2016)	Per year 1	\$20,700	\$20,700
Maintenance and Reporting Year 2 (2017)	Per year 2	\$16,950	\$16,950
Maintenance and Reporting Year 3 (2018)	Per year 3	\$13,950	\$13,950
Maintenance and Reporting Year 4 (2019)	Per year 4	\$11,700	\$11,700
Maintenance and Reporting Year 5 (2020)	Per year 5	\$11,700	\$11,700

*Trees and plants are included in Item 4.0.

PROFESSIONAL REGISTRATION

Professional Engineer in Kentucky, License #22350

EDUCATION

Master of Science in Biosystems and Agricultural Engineering,
University of Kentucky, 2000, Emphasis: Water Resources.

Bachelor of Science in Biosystems and Agricultural Engineering,
University of Kentucky, 1996, Summa cum laude.

Bachelor of Science in Animal Science, University of Kentucky, 1994,
Summa cum laude.

PROFESSIONAL POSITIONS HELD

Project Manager/Owner – Ridgewater, LLC, Lexington, Kentucky (2008 - present). Manage the design, construction and monitoring of stream restoration projects, as well as other stormwater BMP projects such as rain gardens, groundwater recharge and wetlands.

Project Manager/Member – Bluegrass Stream, LLC, Beattyville, Kentucky (2004 - 2008). Oversaw design implementation, construction and monitoring of stream and wetlands restoration projects.

Project Engineer – CDP Engineers, Inc., Lexington, Kentucky (2001 - 2004). Designed and managed numerous water resource, NPDES Phase II and stream restoration projects.

Project Engineer – The Roberts Group, PSC. Lexington, Kentucky (2001). Designed commercial and industrial site development projects.

Construction Operator – Wildland Hydrology, Pagosa Springs, Colorado (2000). Constructed stream restoration project on Little Snake River in Colorado.

Project Engineer – FMSM Engineers, Inc., Lexington, Kentucky (1999-2000). Performed geotechnical, water resource and stream restoration engineering.

Associate Engineer – University of Kentucky Biosystems and Agricultural Engineering Department. (1996-98). Performed water resource and sedimentology research.

SPECIALIZED TRAINING

River Morphology and Applications, Wildland Hydrology, 2006

Bioengineering Short Course, Robin Sotir and Associates, 2000.

Fluvial Geomorphology for Engineers, Wildland Hydrology, 1999.

XP-SWMM Courses, 1999-2000.

HEC-RAS Course, 1999.

SEDCAD v.4.0, 1997.



Jim M. Hanssen

Construction and Business Manager

EDUCATION

Bachelor of Arts in Business Administration, Minor in Bible, and emphasis in Economics and Finance 1993 Cedarville University, Cedarville, OH. 45314

PROFESSIONAL POSITIONS HELD

President / Owner - *Advanced Mulching Technologies, Inc., DBA EcoGro* (2001 to Present)

Mr. Hanssen leads the firm specializing in environmental restoration, with experience in stream and wetlands restoration, Stormwater Best Management Practices (BMP's), Low Impact Development (LID) construction techniques, green infrastructure, native plants, recycling organics, and biodegradable materials. He currently manages budgets and installation schedules regarding construction, as well as the Human Resources Department including payroll, worker's compensation, risk management, benefits and 401k administration. Mr. Hanssen is responsible for all financial reporting, payables, receivables, tax related filings, inventories and overseeing office related tasks. His supervision facilitates the crews in the field to ensure timely completion and high quality of work.

Owner – *Genesis Grounds Maintenance, Inc.* Lexington, Kentucky (1993-Dec,31 2000).

Mr. Hanssen managed accounts receivable, accounts payable, payroll, tax-related filings, office management, equipment maintenance and scheduled up to 7 crews of two-three people. He also worked in the field in every aspect of lawn and landscape installation and maintenance and directed others to complete the tasks on time and on budget.

SPECIALIZED TRAINING

Applied River Morphology, Wildland Hydrology,	2009
KEPSC Qualified Inspector for Erosion Prevention Sediment Control	2007
KEPSC Qualified Inspector, License #070800091	
TN Department of Environment and Conservation EPSC Certified	2007
CPESC course (Certified Professional in Erosion and Sediment Control.)	2006
Filtrexx Certified Installer of specialized erosion control BMP's	2005

RELEVANT PROJECT EXPERIENCE

Mr. Hanssen has over 20 years of experience running all aspects of a business. This includes performing design, construction, and maintenance of stream and wetlands restoration, landscapes and green infrastructure. Mr. Hanssen has been involved in the construction and maintenance of over **16 stream restoration projects**. He has also constructed stormwater BMP's such as constructed wetlands, rain gardens, underground infiltration systems, water quality manholes, rainfall harvest systems, and riparian buffers. He regularly prepares storm water pollution prevention plans (SWPPP) and inspects construction sites for erosion and sediment control compliance. He is experienced in the application of biodegradable recycled organics in restoration, seeding natives and cover crops, invasive species removal, and LID infrastructure. Mr. Hanssen has worked either directly as a vendor, or as a subcontractor for many large contractors, consultants, and governmental agencies such as - INDOT, KYTC, LFUCG, Kentucky Department of Fish and Wildlife Resources, US Fish and Wildlife Service, Tennessee Stream Mitigation Program, US Forest Service, Southern Conservation Corporation, Strodes Creek Conservancy, Stantec, Black and Veatch, Lexmark International, Coca Cola Refreshments USA, Pheasants Forever, and the Nature Conservancy.

Bret is a Project Manager and Senior Project Engineer with ten (10) years of detailed experience and knowledge in the design and analysis of water resource and civil engineering projects and the applications of Geographic Information Systems (GIS). His project experience includes watershed and floodplain studies and modeling, engineering design, Sanitary Sewer Evaluation Survey (SSES), sewer rehabilitation, Stormwater Best Management Practices (BMP's), and capital planning projects. He has experience in a variety of commercial hydrologic and hydraulic models, including work on over 4,000 stream miles of hydrologic and hydraulic analyses. Bret is a licensed professional engineer in the State of Kentucky, as well as a certified Envision™ Sustainability Professional.

EDUCATION

BS Civil Engineering, University of Kentucky,
Lexington, Kentucky, 2005

REGISTRATIONS

Envision™ Sustainability Professional (ENV SP),
Institute for Sustainable Infrastructure

Professional Engineer #27348, Commonwealth of
Kentucky

PROJECT EXPERIENCE

Kentucky Horse Park Water Quality 319 Grant
Projects, Lexington, Kentucky

Bret served as Stantec's project manager as a sub-consultant to EcoGro to execute several green infrastructure best management practices (BMPs) throughout the Horse Park campus. The projects are being completed as part of a 319 grant administered by the University of Kentucky. With grant funding set to expire at the end of 2013, just four (4) months from project inception, the design/build team fast-tracked the planning, design and construction of several green infrastructure projects including 1,100 linear feet of stream restoration activities, dry lot and alleyway to mitigate surface erosion, a sediment and muck forebay and curbing, bioswales, pond dredging, and a 20,000 cubic feet bioretention basin with both aerobic and anaerobic treatment layers aimed to filter and denitrify runoff from the primary barn areas.

Donamire Farm Town Branch Stream
Improvements, Lexington, Kentucky

Bret is serving as Stantec's project manager as a sub-consultant to EcoGro on the project geared at improving water quality, aesthetics, and habitat within the Town Branch through constructed riffles and/or boulder clusters and native non-invasive riparian planting zones. The project includes evaluation and conceptual design of various stream improvement recommendations, as well as hydraulic modeling and permitting of selected alternatives.

Fowlers Fork Drainage Basin Masterplan, Sanitation
District No. 1 (SD1), Union, Kentucky

Bret served as the lead engineer on the Masterplan for the five (5) square mile Fowlers Fork Drainage Basin to evaluate stream flooding, localized drainage problems in known flooding areas, and water quality and geomorphologic concerns. The Masterplan includes an issue assessment of identified problem areas and recommendations relative to impacts from potential future development and how to preemptively mitigate flooding. Mr. Lavey was responsible for directing the survey efforts associated with the model development, quality assurance and technical oversight of the model development using a commercial version of SWMM modeling software, preparation of issue assessments and recommendations, and public involvement activities.

Stormwater Best Management Practices (BMPs)
Feasibility Study, Lexington, Kentucky

Bret served as Stantec's project manager as a sub-consultant to the EcoGro/Ridgewater team to perform a feasibility study on potential BMPs at Lexmark's headquarters campus, spanning approximately 670 acres in north Lexington. The study was funded in part by a Class B Water Quality Incentive Grant through the Lexington-Fayette Urban County Government's Division of Water Quality. The project objectives were to identify BMPs to water quality and reduce runoff to the IBM Tributary and Cane Run, and provide public education as part of Lexmark's Living Laboratory. During the effort, Mr. Lavey developed conceptual designs for: 1) A bioretention basin and rainwater harvesting system, eliminating approximately 15 million gallons of runoff annually and saving Lexmark thousands of dollars from the reduction in purchased water from the municipal water supply; 2) and in-stream trash collection system anticipated to remove up to 30,000 pounds of trash and debris each year from the IBM Tributary; and 3) over 5,000 linear feet of stream restoration activities throughout the campus to improve water quality and aesthetics on the campus.

PROFESSIONAL SUMMARY

Russ Turpin has been working in and around the Cane Run watershed for the past eight years. He has spent nearly a year and half dedicated to implementation of the Cane Run Watershed Based Plan as well as education and outreach programs conducted in the watershed. As a business located along the North Limestone / Loudon corridor, we see the need for stormwater improvements and community education on almost a day to day basis. Russ has been involved with nearly all of EcoGro's projects through conception, design, construction and maintenance. As EcoGro's licensed Commercial Herbicide Operator and Applicator, his primary responsibility is to manage ecological stewardship and maintenance of stream mitigation projects in Central Kentucky.

In addition, he supports local water quality initiatives by providing education, outreach, technical assistance and volunteer labor for riparian plantings, rain gardens and other "Green" stormwater practices. Russ has also written several articles about his work and has given presentations to a variety of local organizations. He has been an active member of the Cane Run Watershed Council since its inception in December, 2007.

RELEVANT PROFESSIONAL EXPERIENCE

12/10 – Present **EcoGro, Inc., - Lexington, KY**

& 1/06 – 5/09 **Environmental Specialist / Operator:** My primary responsibility has been to manage native plant restoration, weed control and ongoing maintenance programs on a variety of native habitat projects in Central Kentucky. I also operate heavy equipment install native plant materials, develop landscape plans and assists with project design, reporting and documentation on stream mitigation projects. In addition, I work to support local initiatives by providing education, outreach and technical assistance for rain gardens and other "Green" stormwater quality BMPs.

5/09 – 12/10 **University of Kentucky - Lexington, KY**

Extension Associate: This position was created to assist with the development of an Implementation Plan to carry out the Cane Run Watershed Plan, an EPA 319 funded program. Primary responsibilities included BMP implementation planning (identify implementation sites, schedule construction activities, review and develop construction plans), BMP implementation (perform or manage restoration activities, operate heavy equipment, identify plants for removal and installation, adhere to all applicable regulations and permits), BMP maintenance (routinely check BMP implementation sites, perform maintenance as needed, develop a maintenance schedule for sites). Additional technical responsibilities include soil, plant and water sample collection, analysis and record keeping. The education and outreach component entails conducting tours of BMPs, giving educational presentations as well as developing materials for publication.

RELEVANT EDUCATION, TRAINING AND CERTIFICATION

6/14 **Water Quality Monitoring Training, Lexington-Fayette Urban County Government.**

2/11 **Commercial Herbicide Operator & Applicator Certification, License #34670.**

2/10 **Vegetation for Restoring Ecosystems and Treating Stormwater USDA Southern Regional Water Program, webinar.**

9/10 **Watershed Institute, Center for Watershed Protection.**

8/92 – 5/97 **Bachelor of Science, Environmental Studies: Geology, University of Tennessee at Chattanooga. GPA 3.0**

REFERENCE LETTERS

Mayor
William I. May, Jr.

City of Frankfort

Capital of Kentucky

315 West Second Street, P.O. Box 697
Frankfort, Kentucky 40602
(502) 875-8500

www.frankfort.ky.gov

Commissioners

Lynn Bowers
Tommy Haynes
Katie Flynn Hedden
Robert E. Roach



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

July 25, 2013

To Whom It May Concern:

This letter is in reference to the design and construction that the EcoGro/Ridgewater Team did for the Cove Spring Park Stream and Wetlands Restoration Project in Frankfort, KY in 2012-2013. The project was funded by the Kentucky Department of Fish and Wildlife Resources and administered by the City of Frankfort, Parks, Recreation and Historic Sites Department. The project had a construction and vegetation maintenance budget of approximately \$1,088,000.

Cove Spring Park is a 260 acre Nature Preserve used primarily for passive recreation. There are eight acres dedicated to an archery facility, 5 pavilions, 1 ¼ miles of streams with a waterfall, and 8 miles of hiking/walking trails.

As co-director of the Parks Department with over 30 years of experience, I have overseen multiple recreation and park projects in many different areas. Working with EcoGro/Ridgewater on the stream restoration was a very smooth and easy experience for me. Their expertise in design and construction was a tremendous asset to the timely completion of this project. The personality of the entire EcoGro team created a bond between the Parks Department and themselves.

They practically redesigned the entire project during construction and will design and construct 2 bridges over the stream.

I would highly recommend EcoGro/Ridgewater for any project you may have in the future. Their professionalism, knowledge, expertise, and work ethic go far above the norm of companies I have been associated with in the past. Feel free to contact me with any questions. Thank you.

James E. Parrish
Co-Director
Parks, Recreation and Historic Sites
Frankfort, KY
502-803-0241



Equal Opportunity Employer M/F/H
Equal Housing Opportunity

June 16, 2009

To Whom It May Concern:

As the Stream and Wetland Advanced Mitigation Program Coordinator, I oversee all stream and wetlands restoration projects for KYTC. I managed the Bluegrass Station Stream Mitigation Project from design through construction.

The Ridgewater/EcoGro Team constructed the Bluegrass Station Stream Mitigation Project in Fayette County, Kentucky for the Kentucky Transportation Cabinet (KYTC) in 2008-09. The KYTC-funded project had a construction budget of approximately \$400,000 and was a collaborative effort with U.S. Fish and Wildlife Service and Southern Conservation Corporation. This project was contracted quicker than any past KYTC-funded stream restoration project, with no points of contention while maintaining the highest degree of quality.

The Ridgewater/EcoGro Team were a joy to work with and did an outstanding job of constructing this stream restoration project. They worked seamlessly with the design engineer, Stantec Consulting, to adjust the design in the field to deal with unforeseen situations that arose. They also suggested and implemented improvements to the project, such as using native limestone for the riffles and utilizing mulch for silt control all of which helped the project successfully meet its goals, while saving costs. Despite the fast track schedule and a delay in the start of the contract beyond their control, they finished the project on schedule and under budget.

I have known personnel from the Ridgewater/EcoGro Team for over five years and have found them to be highly competent on a technical level, easy to work with and amiable.

The Ridgewater/EcoGro Team was an integral part of the success of the Bluegrass Station Stream Mitigation Project. I highly recommend the Ridgewater/EcoGro Team for the implementation of stream restoration projects.

If you would like additional information about the Ridgewater/EcoGro Team, feel free to contact me at (502) 564-7250.

Sincerely,

Daniel R. Peake,
Project Manager

Kentucky
UNEXCUSED EXCELLENCE

An Equal Opportunity Employer M/F/D

REFERENCE LETTERS



Working to Protect and Restore Kentucky's Waterways

120 Webster St, Ste. 217
Louisville, KY 40206
(502) 589-8008

www.KWAlliance.org

July 26, 2013

To Whom It May Concern:

EcoGro worked under a contract with our organization to restore a reach of Town Branch, a tributary to Strodes Creek in Clark County, Kentucky as an advance mitigation site for the Kentucky Transportation Cabinet. The project included relocating and/or restoring approximately 5862 linear feet of existing, degraded stream channel using natural channel design techniques to improve the stability of the stream, reduce bank erosion and downstream sedimentation, improve aquatic habitat, and create a riparian buffer of native trees, shrubs and vegetation. The final restored/created stream length was approximately 7000 linear feet.

The stream was restored with the intention of improving the stream water quality, which had been degraded due to upstream urban influences. EcoGro excavated to create a lower floodplain, which helped to moderate storm flows allowing the stream access the floodplain to help filter out pollutants.

They also created several floodplain wetlands adjacent to the stream to retain and treat pollutants in the storm flows. These wetlands act as a sediment "sink" and retain sediment and pollutants, provide additional habitat and habitat types for amphibians and other terrestrial flora and fauna.

The project also required the installation of a limestone/carbon aquifer/hyporheic zone in sections of the stream to passively treat the nutrients (especially nitrogen) in the stream from urban runoff sources.

As the contractor they were required to apply for and receive approval for all permits necessary and to coordinate with Winchester Municipal Utilities as well as adjacent private property owners. The project was conducted in two phases over a two year period, between 2010 and 2012.

The EcoGro team seemed to constantly look for even small opportunities to reduce waste and improve the project, and was able to save or replant several trees on site.

Contributions to Kentucky Waterways Alliance Inc., a nonprofit group with 501(c)3 status, are tax deductible to the full extent allowed by law.

*Millcreek Elementary School
1212 Reva Ridge Way
Lexington, Ky. 40517*

June 16, 2010

Dr. Jonathan W. Gassett
Commissioner
Kentucky Department of Fish and Wildlife Resources
1 Sportsman's Lane
Frankfort, KY 40601

Dear Commissioner Gassett:

It is with great pleasure that I send this letter to commend **Ridgewater Services and Consulting LLC** and **Eco-Gro** for the superb job with the Millcreek Restoration Project at Millcreek Elementary School in Lexington, KY.

Under the leadership direction of Eric Dawalt, P.E., the Ridgewater/Eco-Gro Team worked with various community partners to conduct an extensive mitigation restoration project that has revitalized the natural wildlife and native plant-life in our community and, at the same time, provide an almost unreal natural outdoor classroom for our students.

The work of the Ridgewater/Eco-Gro Team was simply phenomenal and I can't describe the impact it has had on our community and school! If you come by on a weekend, you will probably see kids wading in the stream, examining the life forms where previously there was debris.

Mr. Dawalt kept Fayette County Public Schools district leadership and me fully informed throughout the project development. He also made it a point to include us in project planning meetings the involved project details. Not only was this important from a management perspective, it also gave me the opportunity to learn about the science of the project. I walked away feeling more knowledgeable about the value of this work beyond just an instructional point of view. I began to truly appreciate my role in restoring our waterways to their natural state.

**ECOLOGICAL RESTORATION
MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT, made as of _____, 2015, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **ADVANCED MULCHING TECHNOLOGIES, INC., DBA: ECOGRO, P.O. Box 22273, Lexington, KY 40522**, (“**CONTRACTOR**”).

WITNESSETH:

WHEREAS, OWNER intends to proceed with the Ecological Restoration Maintenance Services for the Green Acres Stream Corridor Vegetative Buffer as described in the attached EXHIBIT A, RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer and more specifically the Ecological Restoration-5.0 Yearly Maintenance and Permit Reporting, (services hereinafter referred to as the “**PROJECT**”); and

WHEREAS, CONTRACTOR agrees to perform the maintenance services needed to support the Ecological Restoration Project and produce deliverables as described in **EXHIBIT A** that will assist **OWNER** in successfully implementing the **PROJECT**.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein with respect to the performance of ecological restoration maintenance services for the **PROJECT** by **CONTRACTOR** and the payment for those services by **OWNER** as set forth below, **OWNER** and **CONTRACTOR** hereby agree as follows:

- 1. Scope of Agreement:** **CONTRACTOR** shall perform ecological restoration maintenance services to promote long term establishment and improvement of the Green Acres Stream Corridor Vegetative Buffer - Ecological Restoration Project (as referenced above in RFP #31-2014 and noted in the Incorporated Documents section below) for the purpose of improving water quality with minimal future maintenance. Services shall include planned seasonal activities to promote the growth and establishment of the stream buffer plantings including removal of non-native and invasive plant species and supplemental seeding and mowing of areas as needed during winter months. These services also include vegetative monitoring for progression of the buffer establishment and submittal of an annual vegetative monitoring report due by December 10 each year of authorization of this agreement and in a format suitable for submittal to the USACE to meet permitting requirements.

Incorporated Documents: The following documents are attached hereto and incorporated by reference as part of this Agreement:

- i. **EXHIBIT A** – RFP #31-2014 Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration (Including Addendums and **CONTRACTOR**’s Response).
- ii. **EXHIBIT B** – Quote and Scope of Work for Maintenance of Stream Corridor Vegetative Buffer – Green Acres Ecological Restoration (**CONTRACTOR**’s letter dated 9/21/15 including exhibits).

2. **Term:** The initial term of this Agreement shall be for a period of thirty-six (36) calendar months, commencing on January 1, 2016 and ending on December 31, 2018. This agreement may be automatically renewed for an additional term of twenty-four (24) calendar months, January 1, 2019 and ending on December 31, 2020, unless it is earlier terminated. The contract rate for this renewal term shall increase by not more than ten percent (10%), from the per year rate quoted in the referenced RFP #31-2014 Response.

3. **Termination:** OWNER shall have the right to terminate the agreement prior to the expiration date set forth in this contract, if OWNER provides CONTRACTOR with forty-five (45) calendar days written advance notice of termination by registered mail in the event CONTRACTOR fails to perform or observe any covenant or obligation set forth in this Agreement; or within sixty (60) days written advance notice of termination by registered mail in the event it fails to obtain sufficient funding approval from its legislative body. OWNER reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon ninety (90) days written advance notice to CONTRACTOR. CONTRACTOR may only terminate this Agreement due to OWNER'S material breach of the terms hereof which breach causes CONTRACTOR to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to OWNER. OWNER has the right to not accept the automatic renewal as long as the Owner has notified the CONTRACTOR within ninety (90) days of a term.

4. **Consideration:** In consideration of the Ecological Restoration Maintenance Services to be performed by CONTRACTOR, OWNER shall pay to CONTRACTOR the following fixed fee sums annually for the first term:

Year 1 Post-Construction (2016)	\$20,075.00
Year 2 Post-Construction (2017)	\$16,125.00
Year 3 Post-Construction (2018)	<u>\$13,125.00</u>
Total Term Maintenance Service	\$49,325.00

CONTRACTOR shall provide OWNER with an invoice for services to be rendered during the term no more than on a quarterly per year basis and the first invoice may be issued no sooner than March 1, 2016. OWNER shall make payment of the invoice sum to CONTRACTOR within thirty (30) days of receipt.

5. **CONTRACTOR'S Duties:** CONTRACTOR shall have and perform the following duties, obligations and responsibilities for the OWNER:
 - 5.1 Meet the PROJECT goals and objectives as outlined in EXHIBIT A and EXHIBIT B, including, but not limited to the following:
 - 5.2 Remove non-native and invasive plants in the riparian corridor through the following methods, including, but not limited to: Mechanical, Chemical and Cultural Controls.
 - 5.3 Annual vegetation monitoring report to USACE to include: Exhibits on the status of trees planted and Report documenting progression of the establishment of the riparian area.

6. **Default:** In the event the Agreement is terminated by OWNER without fault on the part of CONTRACTOR, CONTRACTOR shall be paid for the services rendered for which it has not

already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to **OWNER** to the total amount of work provided for herein, as determined by mutual agreement between **OWNER** and **CONTRACTOR**. In the event the services of **CONTRACTOR** are terminated by **OWNER** for fault on the part of **CONTRACTOR**, **CONTRACTOR** shall be paid reasonable value of the services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by **OWNER**.

7. Miscellaneous Provisions.

7.1 Legal Responsibilities and Legal Relations: **CONTRACTOR** shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

- i. In performing the services hereunder, **CONTRACTOR** and its Sub-Contractors, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement **CONTRACTOR** shall be acting as an independent contractor. **CONTRACTOR** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. **CONTRACTOR** shall be solely responsible for any claims for wages or compensation by **CONTRACTOR'S** employees, agents and representatives, including Sub-contractors, and shall save and hold **OWNER** harmless therefrom.
- ii. **Successors and Assigns:** **CONTRACTOR** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONTRACTOR** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve **CONTRACTOR** of any responsibility for compliance with the provisions of this Agreement.

7.2 Disputes: Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of **OWNER'S** Agent (Section 8.1) and **CONTRACTOR**. In the absence of such an agreement, the dispute shall be submitted to **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of the Agreement in accordance with the directions of **OWNER**.

7.3 Access to Records: **CONTRACTOR** and its sub-contractors shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for **OWNER** to disqualify **CONTRACTOR** from consideration for future service agreements.

7.4 Risk Management Provisions: **CONTRACTOR** agrees to comply with the Risk Management provisions contained in their response to the RFP, which are incorporated herein by reference as if fully stated.

7.5 Equal Employment Opportunity: During the performance of this Agreement, **CONTRACTOR** agrees as follows:

7.5.1 **CONTRACTOR** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.5.2 **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

8 Special Provisions. This Agreement is subject to the following provisions.

8.1 Pursuant to subparagraph 7.2 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONTRACTOR**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or his designee. Questions by **CONTRACTOR** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or his designee. **CONTRACTOR** shall look only to **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONTRACTOR** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1) constitutes the entire Agreement between **OWNER** and **CONTRACTOR** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONTRACTOR**.

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall

EXHIBIT A

RFP #31-2014

Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration

(Including Addendums and CONTRACTORS Response)

EXHIBIT B

**Quote and Scope of Work for Maintenance
of Stream Corridor Vegetative Buffer – Green Acres Ecological Restoration
(CONTRACTOR’s letter dated 9/21/15 including exhibits)**



PO Box 22273
Lexington, KY 40522
(859) 231-0500

September 21, 2015

Mr. Ben Krebs PE, CFM
Municipal Engineer Senior
LFUCG – Environmental Quality
125 Lisle Industrial Ave.
Suite 180
Lexington, Kentucky 40511

**RE: Quote and Scope of Work for Maintenance of Stream Corridor Vegetative Buffer
Green Acres Stream Corridor Vegetative Buffer – Ecological Restoration Project**

Mr. Krebs:

Thank you for the opportunity for the EcoGro/Ridgewater Team (E/R) to present LFUCG with this proposal and scope of work for the maintenance of the native riparian buffer that will be planted in conjunction with the stream improvements taking place on the Green Acres Stream Corridor Vegetative Buffer Ecological Restoration Project. We are excited for the opportunity to be a part of a project that improves stream habitat, water quality, and creates an attractive natural area.

Project Goals:

We understand the goals of the proposed vegetation maintenance to be:

1. Help to establish the native trees, plants and seeds that will be planted upon completion of the construction of the Green Acres Ecological Restoration.
2. Remove non-native and invasive species from the riparian buffer which is approximately 1,900 feet long and encompasses roughly 3 acres, including mowed areas maintained by LFUCG (e.g., in Bluegrass Savannah).
3. Be an example of the different types of native areas and how to maintain them. The types of native areas as outlined in the Green Acres Stream Corridor Vegetative Buffer Report are as follows:
 - a. Riparian Forest
 - b. Community Commons
 - c. Bluegrass Savannah
 - d. Wildflower Meadow

Scope of Work: E/R proposes to perform the following assumed Scope of Work:

1. Remove non-native and invasive plants in the riparian corridor through the following methods, including, but not limited to:
 - a. Mechanical Control (Weed-eating / Mowing)
 - b. Chemical Control through the use of approved herbicides
 - c. Cultural Controls (cutting / disposing of seed heads, etc)
2. Annual vegetation monitoring report to USACE to include:
 - a. Exhibit on trees planted

- b. Report, with pictures, outlining progression of the establishment of the riparian area.

Assumptions/Clarifications: E/R has made the following assumptions:

1. The planting of plugs and trees in this area will occur in the Fall of 2015.
2. Proposed maintenance work would start March 2016.
3. Proposed work would be performed on an agreed upon schedule set forth in the attached proposal and also based on weather, site conditions, etc.
4. EcoGro/Ridgewater would have access to the work area whenever necessary to perform work.
5. Additional seed would be applied during the spring of Year 1 in order to ensure proper germination conditions are present for native establishment and not miss out on a growing season.
6. **This proposal assumes that E/R would perform the maintenance through the first three (3) full growing seasons post construction (ending Dec. 2018).** Additional ongoing maintenance can be negotiated at a future date.

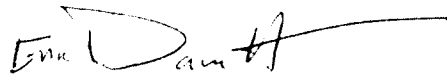
Proposed Quote and Unit Prices: E/R proposes to perform the above Scope of Work, further detailed in the attached spreadsheet entitled Green Acres Vegetative Corridor Maintenance Proposal with the lump sum cost through 2018 of \$49,325.00.

Thank you for the opportunity to work with you on this highly visible area. It is our goal to make LFUCG and Lexington, Kentucky a national model for stormwater improvement and stream restoration. Please let us know if you have any questions.

Sincerely,



Jim Hanssen
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Green Acres Vegetative Corridor Maintenance

9/11/2015



RIDGEWATER

Project: Green Acres Vegetative Corridor Maintenance
 Location: Lexington, Fayette Co. KY
 By: JMH
 Date: 9/21/2015
 Checked by:
 Date:

P.O. Box 22273
 Lexington, KY 40522
 Fax: (866) 348-0528
 (859) 231-0500

Work Items	Description of Work	Seed Cost	Estimated Quantity	Cost
			20	\$1,500
			25	\$1,875
			25	\$1,875
			25	\$1,875
			20	\$1,500
			20	\$1,500
			20	\$1,500
			20	\$1,500
			20	\$1,500
			20	\$1,500
			155	

Total [redacted] /year

Clarifications/Comments:

- 1 Man-hour rate is based on State Prevailing Wage Rates for
- 2 The focus of this contract is vegetation maintenance, theref
- 3 Maintenance proposal does not include watering or replace
- 4 Some additional seed cost is included in this contract to en

Year	Est. Cost
2016	[redacted]
2017	[redacted]
2018	[redacted]

Total Lump Sum Cost through 2018:

Thank you for the opportunity to submit this prop_____

9/21/2015
 (date)