

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of JUN 06 2019, 2019, 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** with offices located in Lexington, Kentucky (“**CONSULTANT**”). **OWNER** intends to proceed with the **Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project Post-Construction Monitoring, Reporting, and Maintenance Project** as described in the attached **EXHIBIT A, Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project RFP #15-2019** (the “**PROJECT**”). The **CONSULTANT** shall perform ecological services (and some services that may require a professional engineer) and deliverables as described in **EXHIBIT A** that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional ecological services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional ecological representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform ecological services (and any professional engineering services incidental thereto) as hereinafter stated that include, but are not limited to, 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 project corridor and achieving the success criteria of the stream restoration for the intended purpose of improved water quality with minimal future maintenance.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – RFP #15-2019 Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.

4. **EXHIBIT C** – Statement of Qualifications for Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project (the **CONSULTANT**'s response to RFP #15-2019).
5. **EXHIBIT D** – Task Order Agreement Form.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, and then **EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project RFP #15-2019 and **EXHIBIT C** Statement of Qualifications for Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Manager, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables as further described in attached **EXHIBIT A**, Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project RFP #15-2019, and attached **EXHIBIT C**, Statement of Qualifications for Ecological/Environmental Consultants for the Coldstream Park Stream Restoration and Preservation Project unless otherwise agreed to in writing by the parties.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5)

business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, including but not limited to those assessed pursuant to the **CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (Disputes).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or 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 the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to

perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, 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, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** 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**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2. In no event shall the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality and Public Works, 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, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

The **CONSULTANT** and its sub-consultants 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 the **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 the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “CONSULTANT” and “OWNER” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a. It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) 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.
- b. **CONSULTANT** 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 “**OWNER**”) 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 **CONSULTANT**’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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 OWNER, which approval shall not be unreasonably withheld.

- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. OWNER is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that OWNER is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that CONSULTANT'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the OWNER pursuant to the CONSENT DECREE, or the OWNER otherwise suffers damage as a result of such delay or nonperformance, CONSULTANT shall be solely liable to OWNER for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The CONSULTANT understands and agrees that the CONSULTANT shall, prior to final acceptance of the CONSULTANT'S proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 OWNER in order to protect OWNER 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 CONSULTANT. The cost of such insurance shall be included in any proposal:

<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
Professional Liability	\$1 million per occurrence, \$ 2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** 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.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.5.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** 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. The **CONSULTANT** 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.

- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 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 the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **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 **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** 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 **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**CONSULTANT:
ADVANCED MULCHING
TECHNOLOGIES, INC. DBA
ECOGRO**

BY: *Linda Gorton*
LINDA GORTON, MAYOR

BY: *[Signature]*

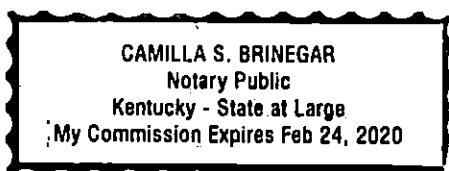
ATTEST: *[Signature]*
URBAN COUNTY COUNCIL CLERK

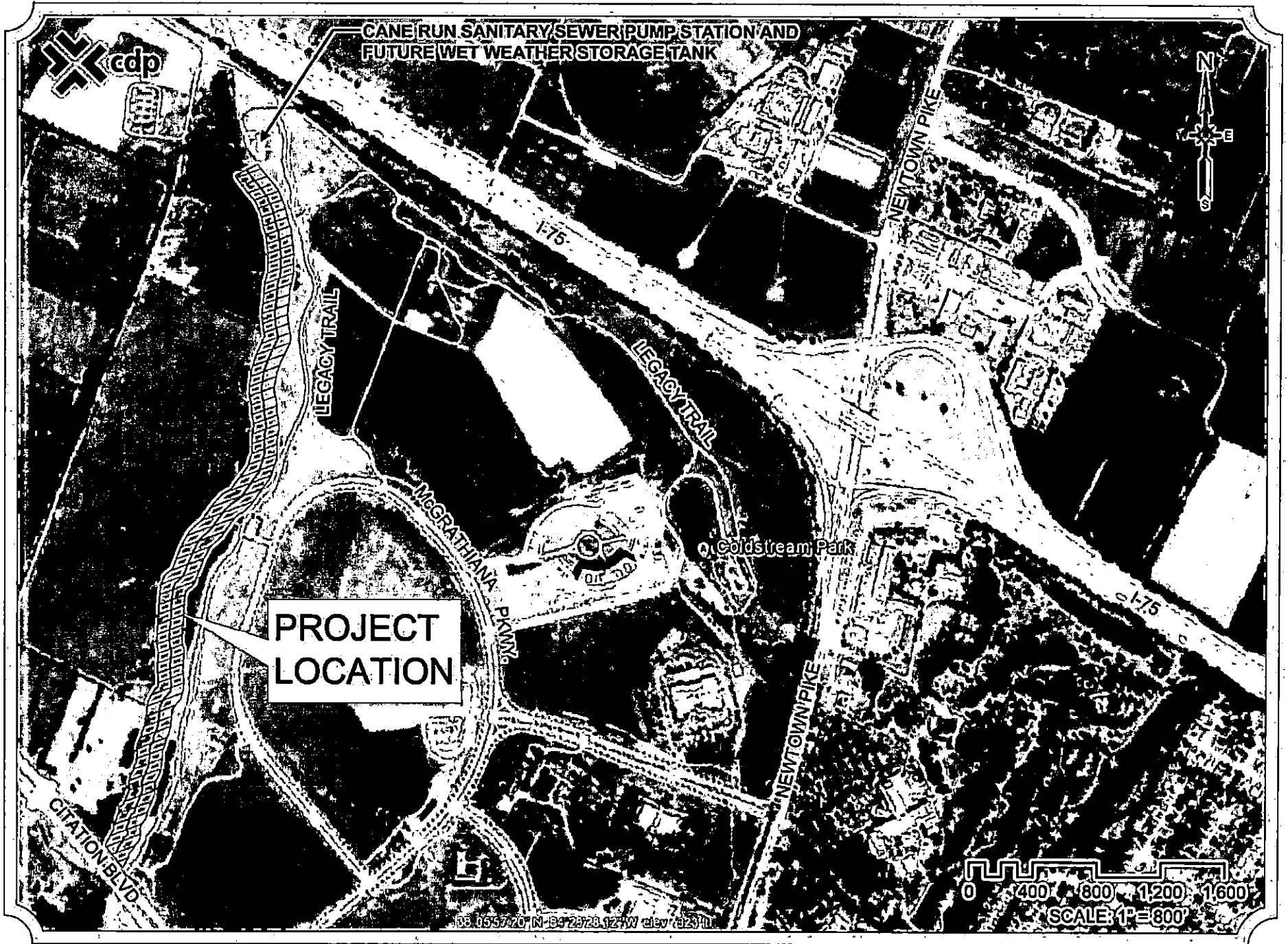
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JAMES HANSEN, as the duly authorized representative for and on behalf of Ecogro, on this the 20 day of April, 2019.

My commission expires: Feb 24, 2020.

[Signature]
NOTARY PUBLIC





Coldstream Park Stream Corridor Restoration and Preservation Consent Decree SEP

LaDonna Roberts

From: Brian Marcum
Sent: Thursday, April 25, 2019 9:17 AM
To: Jennifer Carey
Subject: FW: Review of Attached Engineering Services Agreement
Attachments: Consent Decree Coldstream SEP PC Monitoring [FINAL] (00651675xAFB4D).docx

From: Michael Cravens <mcravens@lexingtonky.gov>
Sent: Wednesday, April 24, 2019 2:28 PM
To: Brian Marcum <BrianM@lexingtonky.gov>
Subject: RE: Review of Attached Engineering Services Agreement

Brian,

I have reviewed this agreement (re: RFP 15-2019). Attached is a finalized version. I did not make many changes, as this is largely identical to our other Consent Decree agreements (which I think is a good thing, since this relates to a Consent Decree project). In terms of what to call this, it does not seem like it is an Engineering Services Agreement (since it is not primarily an engineering contract) or a Professional Services Agreement (at least, not as we use that term), so I would probably call it a Consultant Services Agreement.

Happy to discuss. Thanks.

Michael Cravens
Attorney Senior
Department of Law

859.258.3500
MCravens@lexingtonky.gov
lexingtonky.gov



NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

From: David Barberie <dbarberi@lexingtonky.gov>
Sent: Tuesday, April 23, 2019 9:32 AM
To: Michael Cravens <mcravens@lexingtonky.gov>
Cc: Susan Speckert <sspeckert@lexingtonky.gov>
Subject: FW: Review of Attached Engineering Services Agreement

Michael –

Please handle. Thanks!

NOTICE

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DAVID J. BARBERIE

Managing Attorney

Department of Law

(859)258-3500

dbarberi@lexingtonky.gov



LEXINGTON

From: Brian Marcum
Sent: Tuesday, April 23, 2019 9:31 AM
To: David Barberie
Subject: Review of Attached Engineering Services Agreement

David,

I have attached the selected proposer and one of the last agreements used for a similar project. Could you have your staff review and finalize in order to attach to the bluesheet for Council authorization.

Thank you
Brian

EXHIBIT A

Ecological/Environmental Consultants

for the Coldstream Park Stream Restoration and Preservation Project

RFP #15-2019



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #15-2019 Ecological/Environmental Consultants for the Coldstream Park Stream Restoration & Preservation Project** 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 **April 9, 2019**.

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 #15-2019 Ecological/Environmental Consultants for the Coldstream Park Stream Restoration & Preservation Project

If mailed, the envelope must be addressed to:

Todd Slatin – 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.

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 five (5) 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 LFUCG 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 person or firm with the type of service required. 30pts
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 pts
3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts
4. Familiarity with the details of the project. 20 pts
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 pts
6. Estimated Cost of Services. 10 pts

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 IonWave at: <https://lexingtonky.ionwave.net>

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 _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses 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 Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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

***Certified Minority Business Enterprise (MBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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

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

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

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

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
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@nwvoc.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	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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	Veteran

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND 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

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. 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
Professional Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. 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.

- g. 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 CONSULTANT'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 CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT 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

CONSULTANT 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

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

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

**Lexington-Fayette Urban County Government
Coldstream Park Stream Corridor Restoration and Preservation
Supplemental Environmental Project
Post-Construction Monitoring, Reporting, and Maintenance
Request for Proposal**

This project was undertaken in connection with the settlement of an enforcement action under the Clean Water Act, United States et al. v. Lexington-Fayette Urban County Government, brought on behalf of the U.S. Environmental Protection Agency.

The Lexington-Fayette Urban County Government (LFUCG) is accepting proposals from Ecological / Environmental Consultants for the purpose of monitoring, reporting, and maintenance of the Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project. This Scope of Services provides a minimum set of guidelines, tasks, and activities for the monitoring, reporting, and maintenance which will continue for a minimum of five years to ensure the success of the construction and planting activities associated with the restoration of Cane Run within the limits of this project.

A. Project Purpose and Background

The Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project provided streambank stabilization, habitat restoration, and greenway creation in Coldstream Park with the restoration of a section of Cane Run. This section of Cane Run had been degraded due to straightening, streambank erosion, and down cutting of the stream channel which resulted in the creek's disconnection from its floodplain. The streambanks of Cane Run were severely denuded due to previous agricultural use as a part of the University of Kentucky's agricultural research facility. The drainage area includes commercial, industrial, and residential land uses. Runoff from this stream ultimately recharges the Royal Spring Aquifer, which is a raw water supply source for the City of Georgetown.

The project included:

- channel stabilization;
- habitat restoration;
- reduction of peak flows, flooding, and pollutant loadings associated with urban runoff and agricultural activities;
- creation of a permanent greenway; and
- enhancement of recreational and educational opportunities through enhanced passive land use and habitat restoration.

As required by the project's state-issued Water Quality Certification, the project will be monitored for a minimum of five years following the first full growing season of the completed project. The project's construction was completed in May 2018, and since some of the plantings were installed after the dormant season ended on March 1, 2018, the Kentucky Division of Water (KDOW) considers 2018 to be the first full growing season for the project. Therefore, the five-year monitoring period will begin in 2019, with the first monitoring report expected to be submitted in December 2019. The fifth monitoring

year will be in 2023; however, KDOW may require monitoring beyond Year 5 until it is evident that the stream, floodplain, and riparian areas are established, functional, and stable.

B. General Project Description

LFUCG requests a Consultant to carry out the post-construction monitoring and reporting of the Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project and perform necessary maintenance to ensure the project's success. **The selected Consultant shall anticipate three phases of work: Year 1 Monitoring Services, Reporting Activities, and Maintenance; Years 2-4 Monitoring Services, Reporting Activities, and Maintenance; and Year 5 Monitoring Services, Reporting Activities, and Maintenance. Proposals shall include a fee quote for each phase separately.**

All work associated with this RFP will be assigned via written Task Order. The successful proposer will be required to submit a draft Task Order for Year 1, along with the estimated fee for the Task Order, to LFUCG's Project Manager, who will direct the Consultant in completing any edits necessary to obtain final approval. Written approval from the Division of Water Quality Director 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 their authorized representative.

The successful proposer will be awarded a contract for Year 1 work covering the time period from written notice to proceed through December 31, 2019. Annual renewal, up to four (4) additional 365-day periods, may occur upon mutual agreement by all parties. Year 2 and successive years' activities shall not begin until the contract has been renewed and a new Task Order is executed. The Consultant shall perform the professional services hereinafter stated which may include customary civil, geotechnical, surveying, environmental, ecological, and other technical services, as necessary.

C. Project Site Details

Length of Stream: Approximately 4,200 linear feet of Cane Run

Location: Lexington, Fayette County

Coordinates: 38.10391751 N; -84.4985777 W (downstream end of project)
38.09189968 N; -84.50138092 W (upstream end of project)

D. Scope of Services

Monitoring Services, Reporting Activities, and Maintenance - Year 1

1. **Conduct As-Built Survey:** The As-Built Survey will include a longitudinal profile of the channel slope, valley slope, bankfull elevations, and cross-section locations. This survey will also include detailed cross-sections at representative locations. In addition, a plan view will be included with the As-Built Survey that shows all in-stream structures and planform and valley characteristics.

2. **Conduct Vegetative Monitoring:** Vegetative monitoring will include the riparian zone and will determine species composition, dominant species of each stratum, percent survival, and density.
3. **Take Growing Season Photographs:** Photographs will be taken at three different areas to show vegetation growth in the riparian areas.
4. **Take Leaf-Off Season Photographs:** Photographs will be taken where in-stream structures were installed. Photographs will also be taken of upstream and downstream conditions at significant bends, riffles, and pools to show the stability condition of the channel and banks.
5. **Inspect for Signs of Erosion:** Both existing and potential areas of erosion will be recorded. The report will include a remedial plan to address any identified areas.
6. **Conduct Habitat Assessments:** Habitat assessments will be conducted for each distinct project reach, which may be one assessment for the entire relocated stream. A habitat assessment may also be completed at the reference reach, CR-S2 (Cane Run at Citation Boulevard).
7. **Report on Overall Function and Habitat:** A narrative description assessing the overall function of the stream and its habitat will be included in the report, along with an evaluation as to whether the system is improving or not. Attachments to the report will include the as-built survey, vegetative monitoring results, growing season photographs, leaf-off season photographs, erosion inspection report, and habitat assessment results.
8. **Perform Necessary Maintenance:** Maintenance, which may include but is not limited to vegetation pruning, replacement, weeding, and invasive species removal, as well as remediating eroded areas, may be required during the monitoring period to ensure the success of the project. The areas to be maintained include the stabilized and restored length of Cane Run, its riparian corridor, and its floodplain, along with Wetlands #1-#3 and the bioswale.

Monitoring Services, Reporting Activities, and Maintenance - Years 2-4

1. **Take Growing Season Photographs:** Photographs will be taken of the three locations selected in Year 1 to show vegetation growth in the riparian areas.
2. **Take Leaf-Off Season Photographs:** Photographs will be taken of the locations selected in Year 1 where in-stream structures were installed. Photographs will also be taken of upstream and downstream conditions of the bends, riffles, and pools selected in Year 1 to show the stability condition of the channel and banks.
3. **Inspect for Signs of Erosion:** Both existing and potential areas of erosion will be recorded. The report will include a remedial plan to address any identified areas.

4. **Conduct Habitat Assessments:** Habitat assessments will be conducted for each distinct project reach, which may be one assessment for the entire relocated stream. A habitat assessment may also be completed at the reference reach, CR-S2 (Cane Run at Citation Boulevard).
5. **Report on Overall Function and Habitat:** A narrative description assessing the overall function of the stream and its habitat will be included in the report, along with an evaluation as to whether the system is improving or not. Attachments to the report will include the growing season photographs, leaf-off season photographs, erosion inspection report, and habitat assessment results.
6. **Perform Necessary Maintenance:** Maintenance, which may include but is not limited to vegetation pruning, replacement, weeding, and invasive species removal, as well as remediating eroded areas, may be required during the monitoring period to ensure the success of the project. The areas to be maintained include the stabilized and restored length of Cane Run, its riparian corridor, and its floodplain, along with Wetlands #1-#3 and the bioswale.

Monitoring Services, Reporting Activities, and Maintenance - Year 5

1. **Conduct As-Built Survey:** The As-Built Survey will include a longitudinal profile of the channel slope, valley slope, bankfull elevations, and cross-section locations. This survey will also include detailed cross-sections at the locations selected in Year 1. In addition, a plan view will be included with the As-Built Survey that shows all in-stream structures and planform and valley characteristics.
2. **Conduct Vegetative Monitoring:** Vegetative monitoring will include the riparian zone and will determine species composition, dominant species of each stratum, percent survival, and density.
3. **Take Growing Season Photographs:** Photographs will be taken of the three locations selected in Year 1 to show vegetation growth in the riparian areas.
4. **Take Leaf-Off Season Photographs:** Photographs will be taken of the locations selected in Year 1 where in-stream structures were installed. Photographs will also be taken of upstream and downstream conditions of the bends, riffles, and pools selected in Year 1 to show the stability condition of the channel and banks.
5. **Inspect for Signs of Erosion:** Both existing and potential areas of erosion will be recorded. The report will include a remedial plan to address any identified areas.
6. **Conduct Habitat Assessments:** Habitat assessments will be conducted for each distinct project reach, which may be one assessment for the entire relocated stream. A habitat assessment may also be completed at the reference reach, CR-S2 (Cane Run at Citation Boulevard).

7. **Report on Overall Function and Habitat:** A narrative description assessing the overall function of the stream and its habitat will be included in the report, along with an evaluation as to whether the system has improved or not. Attachments to the report will include the as-built survey, vegetative monitoring results, growing season photographs, leaf-off season photographs, erosion inspection report, and habitat assessment results.
8. **Evaluate Project Success:** At the culmination of five years of monitoring, all the data will be evaluated from pre-construction through five years post-construction, and an overall assessment of the project's success will be determined and presented with the fifth annual progress / monitoring report. The following success criteria will be evaluated and the findings included in the Year 5 report:
 - ❖ **Stream Stability:**
 - Stream maintaining its perennial flow status upstream of Station 24+25 (former location of the bridge).
 - Stream maintaining its dimension, pattern, and profile;
 - No significant areas of degradation or aggradation as evidenced by bank scour, significant erosion, or deposition;
 - In-stream structures intact and functioning properly.
 - ❖ **Stream Floodplain Interaction:** Evidence of the stream accessing the floodplain during large storms and no evidence of incision.
 - ❖ **Riparian Area Establishment:** Successful riparian restoration will consist of at least 4 native tree/shrub species with a minimum density of 300 live stems per acre after 5 years.
9. **Perform Necessary Maintenance:** Maintenance, which may include but is not limited to vegetation pruning, replacement, weeding, and invasive species removal, as well as remediating eroded areas, may be required during the monitoring period to ensure the success of the project. The areas to be maintained include the stabilized and restored length of Cane Run, its riparian corridor, and its floodplain, along with Wetlands #1-#3 and the bioswale.

E. Schedule

The duration of all activities defined and listed above as Year 1 shall begin as soon as the Consultant has received a written notice to proceed and a signed Task Order. The draft report shall be submitted to the LFUCG Project Manager by November 15th of each post-construction monitoring year, with maintenance activities for each post-construction monitoring year to be concluded by December 31st. The extension of the contract beyond five years will be at the sole discretion of the Division of Water Quality, and requests for extensions by the Consultant shall be in writing and considered only for additional major activities not included in this document.

F. Method of Invoice and Payment

The Consultant may submit monthly invoices for services or work completed, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, the contract amount, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include, as a separate document, a monthly progress report. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The work performed by the DBE(s) shall be summarized on the monthly progress reports.

The Division of Water Quality's Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task Order amount prior to acceptance of the deliverables related to that Task Order.

G. Stop Work Notice

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the amount of the change is expected to exceed the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this Scope of Services and executed Contract.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG in a timely manner regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

H. Miscellaneous

Any plans, specifications, surveys, photographs, reports, and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality. The Consultant shall be responsible for incorporating the comments and requirements of this division into all documents.

Any data collection shall be compatible with existing Geographic Information System parameters used by the Urban County Government. Access Database formats will be provided.

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2019

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

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

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859)233-1461 E-MAIL ADDRESS: rblain@alltorstrick.com		FAX (A/C, No): (859)281-9450	
INSURED Advanced Mulching Technologies Inc., DBA: Ecogro P.O. Box 22273 Lexington KY 40522		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: NAESIP			
		INSURER B: Secura Insurance Companies			22543
		INSURER C: KY AGC Self Insurer's Fund			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2019-2020 REVISION NUMBER:

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

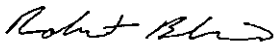
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EV20190603-01	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA3299913	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16876	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Pollution Liability Professional Liability			EV20190603-01	03/01/2019	03/01/2020	Cocurrence 1,000,000 Aggregate 2,000,000

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

Contractor License #: 14323

CERTIFICATE HOLDER

CANCELLATION

LFUCG Division of Building Inspection 200 E Main St Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT C

Statement of Qualifications

for Ecological/Environmental Consultants

for the Coldstream Park Stream Restoration and Preservation Project

Statement of Qualifications

For:

Ecological/Environmental Consultants for the Coldstream Park Stream Restoration & Preservation Project

Prepared for:

Lexington-Fayette Urban County Government

Submitted by:



In partnership with:



April 9, 2019

Master





April 9, 2019

Mr. Todd Slatin
Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

Re. RFP #15-2019 Ecological/Environmental Consultants for the Coldstream Park Stream Restoration & Preservation Project

Dear Mr. Slatin:

EcoGro/Ridgewater (E/R), in association with CDP Engineers (CDP) and our DBE/MBE sub-consultant, Redwing Ecological Services, Inc. (Redwing), is pleased to submit this proposal related to the above referenced Request for Proposals.

E/R, CDP, and Redwing are award winning firms that specialize in stream restoration, ecological services, stormwater treatment, and water quality improvements. The E/R, CDP, and Redwing Team is a unique and successful partnership of firms that together provide comprehensive stormwater and stream solutions.

EcoGro/Ridgewater (E/R), CDP, Redwing Team:

- EcoGro, Inc. manages contracts, the equipment, materials, and labor to construct the projects, as well as provides vegetation installation and management services. EcoGro will serve as the Prime Contractor and Project Manager, similar to other LFUCG funded projects such as the *Green Acres Stream Corridor Vegetative Buffer Project*.
- Ridgewater, LLC will provide field engineering and construction management if needed.
- CDP will conduct and oversee the as-built survey, seasonal photography, summarization of the overall function and habitat assessment, and final report. They will also assist E/R in the inspection and remedial plan for erosion and sediment control.
- Redwing will perform vegetative monitoring at five monitoring plots and conduct habitat assessments along four distinct project reaches including one at the reference reach (Cane Run at Citation Boulevard).

Our combined team has provided design, construction, and monitoring services on dozens of stream restoration construction projects in the past ten years with budgets exceeding \$10 million.

LFUCG Supplemental Environmental Project (SEP) Experience:

Our most recently completed LFUCG SEP project has significant relevance to the above referenced request for proposal. E/R along with CDP recently completed design and construction on the Coldstream Park Stream Corridor Restoration and Preservation Project in the Fall of 2018. CDP led the design and permitting efforts and helped manage construction administration alongside LFUCG. E/R performed the



construction activities. Together we are intimately familiar with the site and the recent improvements to Cane Run.

Additional SEP experience includes the Coca-Cola Stormwater Replenish project funded by an LFUCG Stormwater Incentive Grant. E/R designed and built the project in 2011. The project was deemed suitable by EPA and LFUCG to fulfill a portion of the Consent Decree SEP Requirements.

Our team is pre-qualified in all areas of expertise required for this project and we are well positioned to move forward upon selection and negotiation of fees. The E/R, CDP, and Redwing Team collectively have designed, constructed, monitored and/or maintained numerous successful stream projects of similar scope and complexity. We are confident that the E/R, CDP, and Redwing Team is Lexington's best choice for this project due to our considerable knowledge of the project and familiarity with key issues, similar project experience, our dedication and proven record, and our strong desire to work with LFUCG again. We guarantee you will be satisfied with our:

- ✓ **Construction, survey, monitoring, stewardship and reporting services,**
- ✓ **ability to work within your schedule,**
- ✓ **ability to work with you to meet the project budget,**
- ✓ **personnel and equipment dedicated to the project,**
- ✓ **and timely communication.** Please feel free to contact us or our attached references. We would like to discuss opportunities to work together to make this project successful.

Thank you again for the opportunity to submit this bid and SOQ. Your consideration of our EcoGro/Ridgewater, CDP, and Redwing Team is sincerely appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Hansen".

Jim Hansen
EcoGro

Specialized Experience and Technical Competence of the Team

The EcoGro/Ridgewater / CDP / Redwing Ecological team was strategically assembled after a detailed review of the Request for Proposal package. This team is uniquely qualified based on our existing site knowledge and experience on this project. Our team is a collective group of respected firms and highly skilled professionals, which bring together both targeted specialists and multi-disciplinary firms, all with an excellent understanding of the overall scope of services. We have multiple team members in most of the key disciplines so that our team can establish a truly collaborative approach to assessment, restoration, and preservation.

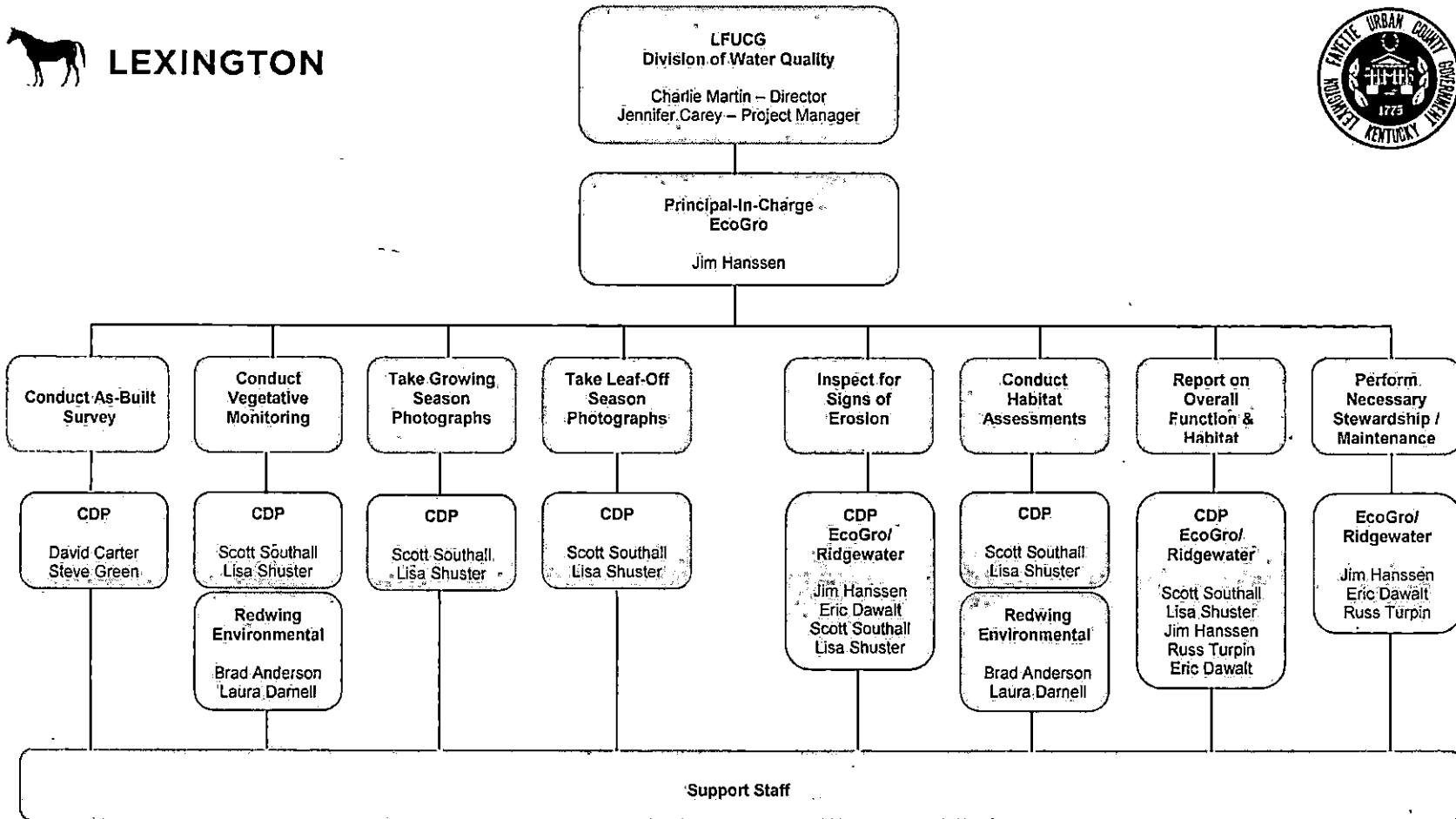
EcoGro/Ridgewater will provide the overall project lead and will be the primary point of contact for LFUCG. Jim Hanssen, with over 19 years of experience in the “green industry”, will provide project oversight and administration to keep the project on time and on budget. Jim will oversee the project and will be supported by Eric Dawalt, as the project engineer, as well as the other teaming firms and support staff from EcoGro/Ridgewater. Our diverse group of professionals will perform necessary project stewardship and maintenance, as well as inspect for signs of erosion. EcoGro/Ridgewater is a Lexington based team that has been teaming on primarily design / build stream, wetland, and stormwater quality projects for over 10 years. The E/R team has qualified staff which includes an engineer, a certified arborist, licensed chemical applicator, skilled operators, native plant specialists and a professional educator. With considerable experience in stream restoration, wetlands, greenways, native vegetation stewardship, water quality projects and construction management, E/R is well suited to lead the team.

CDP will provide engineering services for the as-built survey, photography of vegetation and all of the reporting required under the contract in order to document the overall function of habitat. CDP will also share the responsibility of sediment and erosion inspection with E/R. Their team has a considerable amount of experience in stream restoration, hydrologic and hydraulic (H&H) modeling, wetlands, greenways, surveying, easements, water quality, and sediment and erosion control. They are well suited to compliment the E/R team.

Redwing Ecological Services, Inc. will provide vegetative monitoring in years 1 and 5 and habitat assessment in years 1 through 5. Redwing has over 80 years of combined experience in the ecological resources field and have been active in the region for more than 25 years. They are extremely familiar with stream restoration projects and provide high quality services for: wetland assessment, permitting and mitigation; stream permitting, assessment, natural channel design and restoration; ecological assessment including threatened and endangered species surveys; natural areas restoration; stormwater and green infrastructure design; and National Environmental Policy Act (NEPA) compliance. Redwing has worked alongside the E/R team on previous projects and have a great working relationship. We feel they complement our team nicely.

Organizational Chart

The following organizational chart reflects the team and their involvement in identified project task items. Key resumes are provided in Appendix A.



Capacity to Perform the Work

The E/R Team, including CDP and Redwing Ecological have worked together on a number of LFUCG projects and have an ongoing collaborative relationship with each other. Our team has complimented the core group of professionals with the following specialists in their field of expertise. Our personnel have the capacity to perform the work.

E/R has an extremely intimate knowledge of the proposed project as they were selected as the lead construction firm for the Coldstream Stream Restoration and Preservation Project in 2016. Recently completed, the company has a vast knowledge of existing site conditions as well as the implemented stream restoration efforts and associated plant material. In addition, our knowledge of

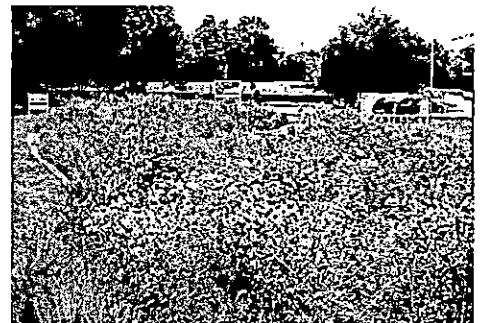


environmental processes, fluvial geomorphology, wildlife and stream habitat, stabilization structures, restoration techniques and native plant establishment is essential to the success of our projects. The E/R collaboration provides an interdisciplinary team with extensive experience in stream restoration and real world construction and stewardship techniques.

With over two decades of experience working with the City of Lexington, personnel in the LFUCG Divisions of Water Quality (DWQ), Engineering, Traffic Engineering, Streets & Roads, Forestry, Building Inspection, and Planning are familiar with the work of the CDP team. As a locally owned and operated design firm, each successfully completed project has built CDP's character and reputation for quality design and service. Most importantly, CDP has intimate knowledge of the project requested in the proposal. They were selected as the lead design firm for the Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project recently completed in 2018. Their team has a highly qualified and enthusiastic staff proficient in the latest technical applications.

Past Record and Performance on Similar Contracts Regarding Cost, Quality, and Schedule

E/R, CDP and Redwing Ecological have completed numerous projects for LFUCG in recent years and have been selected for these projects because of our consistently high level of care quality, and cost-effectiveness. Our team will work with LFUCG to coordinate the proper scope of work and fee going into the project. We have worked very closely with various LFUCG staff, including the Division of Water Quality. We know the type of final project LFUCG requires and expects, and have consistently met your needs on recent similar projects such as the following:

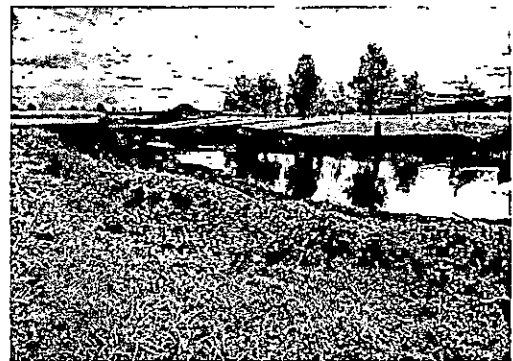


- Coldstream Park Stream Corridor Restoration and Preservation Supplemental Environmental Project (E/R, CDP)
- Coldstream Bioswale and Trail Project (CDP)
- Coca-Cola Replenish Stormwater Project SEP (E/R)
- Lexington Bluegrass Station Stream Restoration (E/R)
- Lexmark Shady Brook Park Bank Stabilization (E/R)
- Cove Spring Park Stream Restoration (E/R)
- Green Acres Stream Corridor Vegetative Buffer Project (E/R)
- Green Acres/Hollow Creek Stormwater Study (CDP)
- Gainesway Pond Restoration and Education Project (CDP)
- Ft. Sumpter Stream Restoration Project (CDP)
- Picadome Golf Course Stormwater Wetland and Stream Stabilization Projects (E/R, Redwing)
- Gess Property Development (Redwing)
- Montgomery Group Stream Restoration (Redwing)
- Padua Stables Stream Mitigation Project (Redwing)

Many of the projects listed above have now been constructed, and to our knowledge, no significant change orders were executed. We will work with the LFUCG to provide an effective and functional product. A more detailed description of these projects can be found in Appendix B. Additional project team experience includes work with numerous federal, state, and local clients. Team personnel have completed projects for:

- Kentucky Department of Fish and Wildlife Resources
- Northern Kentucky University Center for Applied Ecology
- Lexington-Fayette Urban County Government
- Tennessee Stream Mitigation Program
- Kentucky Transportation Cabinet
- University of Kentucky
- University of Louisville
- Lexmark International, Inc.
- Coca Cola Refreshments, Inc.
- G & J Pepsi-Cola Bottlers, Inc.
- Link Belt Cranes

Our team members have a unique character as we relate to clients and adapt to existing known and unknown site conditions. Throughout the construction process of the Coldstream Park Stream Restoration, E/R made numerous recommendations to LFUCG staff regarding cost-effective solutions to conditions encountered in the field. Some of these examples included: the use of mulch berms harvested from tree clearing performed on site as erosion control in place of silt fencing; and the harvesting of rock on site in lieu of hauling in from off site.

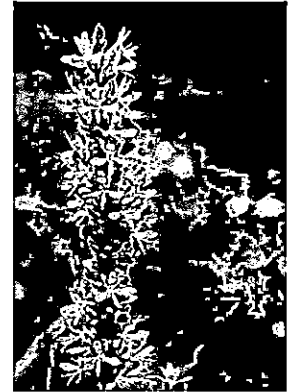


Our team has proven to LFUCG that we can meet difficult project schedules including that of the Coldstream Park Stream Corridor Restoration Project which was completed on time and on schedule despite having numerous bad weather days and wet conditions.

Our team's capabilities have been constantly enhanced and diversified to better serve client needs. We provide services to a diverse set of clients including governmental agencies, public institutions, municipalities, and private developers. We are committed to service excellence and staying at the forefront of current design and construction practices. We are proud of our track record of providing quality services and innovative solutions for our clients in a timely and cost-effective manner.

Familiarity with Details of the Project

Our team is intimately familiar with this project as most members were deeply involved in the design and construction of the subject area to be monitored. CDP was the selected consultant for the design and construction documents of the Coldstream Park Stream Restoration and Preservation Project. They also managed construction oversight alongside LFUCG. E/R was the selected contractor to perform the installation. All of our current staff worked on this project for over 15 months and are intimately aware of every part of the project and its construction. This unique collaboration of the design engineer (CDP) and the construction contractor (E/R) will provide LFUCG with the knowledge base and skill set to see this project through to completion.

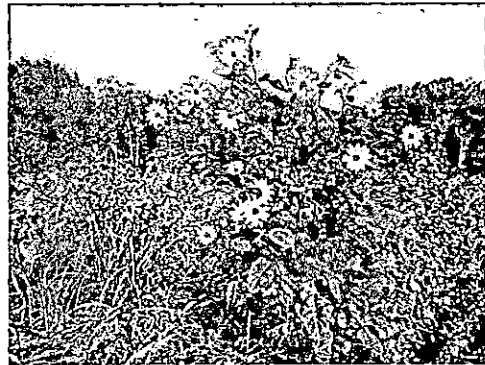


Ecogro/Ridgewater will work with LFUCG to provide a turn key solution for performing the necessary tasks associated with ensuring project success and closing out the permits.

From our detailed knowledge of the project and familiarity with existing conditions, our locally based team is prepared to meet the tasks set forth in the Scope of Services detailed in the Request for Proposal for monitoring services, reporting activities, and maintenance in years 1-5 in the following ways:

- 1. Conduct As-Built Survey:** The As-Built survey will be produced by a drone flight with ground control in years 1 and 5. Data collected will then be overlaid on the existing as-built generated from the closeout report for the Coldstream Park Stream Restoration and Preservation Project produced by CDP. Cross sections to be cut will be located in the field with GPS. Digital modeling will then be used to cut the longitudinal profiles and cross sections within the model.
- 2. Conduct Vegetative Monitoring:** Vegetative monitoring will occur in years 1 and 5 and will be assessed across five permanent vegetation plots within the riparian zone. The vegetation plots will be GPS located in year one for consistency. Deliverables will include vegetation data summary tables, an e-mail summary, and general coordination.

3. **Take Growing Season Photographs:** Photo monitoring stations will be set at three locations and located with GPS along the stream in year 1. These monitoring stations will serve as a consistent reference for growing season photography in years 2-5.



4. **Take Leaf-Off Season Photographs:** Photo monitoring stations will be set and located with GPS at all in-stream structures including: the bank stabilization reach, scour pool, riffles, pools, grade control structures, and the downstream transition ramp and pool. These monitoring stations will serve as a consistent reference for leaf-off seasonal photography in years 2-5.

5. **Inspect for Signs of Erosion:** Erosion will be monitored on a continuous basis for years 1-5. Our team will report, and address erosion conditions as seen and uncovered throughout the overall maintenance and photo documentation operations. A remedial plan will be included within each annual report to address erosion control.

6. **Conduct Habitat Assessments:** Habitat assessment will occur in years 1 through 5. When applicable, it will occur in conjunction with the vegetative monitoring. Monitoring assumes four stream habitat assessment reaches including an assessment at the reference reach (Cane Run at Citation Boulevard). The reaches will be GPS established and located in year 1. Deliverables will include Rapid Bioassessment Protocol forms.



7. **Report on Overall Function and Habitat:** A detailed and descriptive report will be generated each year compiling information gathered from the seasonal photography, erosion control, vegetative monitoring, habitat assessment, and overall maintenance performed. The report will also include evaluations for each year on whether the overall system has improved. Each subsequent year will summarize the findings set forth in prior years. Our team will review each report outline with LFUCG DWQ staff and identify our supporting documentation for each reporting year. A draft of the final report will be reviewed with LFUCG DWQ staff prior to producing the final report for the KDOW Water Quality Certification and Army Corp of Engineers submission.

8. **Perform Necessary Maintenance:** After the work of designing and building the stream is complete, the hard work of ensuring the stream is functioning as designed and developing the native vegetation to become dominant on the site is just beginning. This particular site shows some unique characteristics that make these goals challenging, but attainable with the right team and with the right plan. In our



estimate we have made some assumptions regarding the level of effort for some of the tasks that you are requiring and have included them here for your review.

- a. We are assuming that we will have a supplemental planting of trees and shrubs in order to achieve a level of 300 stems an acre of at least 4 native trees and shrubs at the end of 5 years. We will only know what degree of effort will be involved in this after the 1st year of monitoring takes place. If any trees and shrubs will need to be planted, we have included a unit cost per stem for bareroot trees in the Fee Quote for each phase of the project.
 - b. To start, we are assuming 40-man hours of effort each month for 9 months each of the first three years to achieve native vegetation establishment and invasive control. We would anticipate this effort to go down as the years progress and have estimated 30 hours a month in years 4 and 5. This work is anticipated to take place in the disturbed area of the original stream construction, the bioswale and the 3 wetlands.
 - c. We anticipate studying the stream for signs of erosion while we are out performing vegetation maintenance. If any is found, the report at year end would define the problem areas and propose a solution to mitigate. We propose this to be a time and materials – not to exceed amount and our work would be based on the Hourly Rates included in Appendix E.
9. **Evaluate Overall Success:** At the culmination of five years of monitoring, all the data will be evaluated from pre-construction through five years post construction, and an overall assessment of the project's success will be determined and presented with the fifth annual progress / monitoring report. The following success criteria will be evaluated, and the findings included in the Year 5 report of overall function and habitat (Item 7 described above): Stream Stability, Stream Floodplain Interaction and Riparian Area Establishment.

Degree of Local Employment

The majority of our combined team have offices located in Lexington, Kentucky. E/R has its base of operations located in the Cane Run Watershed. In addition, many projects have been designed, built, monitored and continue to be maintained in the Cane Run Watershed. Most of the staff members also reside in Lexington, which will provide a substantial base of locally produced work and also familiarity with the area.

CDP's corporate office is based out of Lexington and has been since their inception in 1989. They are one of the larger privately owned and Lexington-based engineering firms in the area and truly value their long-standing relationship with the LFUCG. Their 20+ year tenure in Lexington has also afforded them the opportunity to gain much knowledge and understanding of the geographic and political climates that exist, which has enhanced their ability to deliver successful projects.

Estimated Cost of Services

The following table provides the estimated cost of services based on the criteria set forth in the Request for Proposal. Primary tasks are broken out per year as detailed in the RFP.

Fee Quotes



Project: RFP #15-2019 Ecological/Environmental Consultants for the Coldstream Park Stream Restoration & Preservation Project

Location: Coldstream Park

By: jmh

Date: 4/8/2019

Checked by: ELD

Date: 4/8/2019

Phase 1 (Year 1) Fee:					
Item	Description	Unit	Quantity	Unit Cost	Item Cost
1	Conduct As Built Survey	LS	1	\$8,112.00	\$8,112.00
2	Conduct Vegetative Monitoring	LS	1	\$2,880.00	\$2,880.00
3	Take Growing Season Photographs	YR	1	\$1,020.00	\$1,020.00
4	Take Leaf-Off Season Photographs	YR	1	\$2,100.00	\$2,100.00
5	Inspect for Signs of Erosion	YR	1	\$2,400.00	\$2,400.00
6	Conduct Habitat Assessments	YR	1	\$840.00	\$840.00
7	Report on Overall Function and Habitat	YR	1	\$12,960.00	\$12,960.00
Monitoring Services and Reporting Activities Subtotal:					\$30,312.00
8	Perform Necessary Maintenance (see below):				
8A	Native Vegetation Stewardship of Stabilized Length, Restored Length, Riparian Corridor and Floodplain of Cane Run <i>Disturbed During Construction</i> Including Wetland 1, 2, 3 and Bioswale. Assumes 40 hours/month for 8 months in Year 1 (May - Dec).	HR	320	\$75.00	\$24,000.00
8B	Planting of Bareroot Trees and Shrubs, if needed.	EA	TBD	\$8.00	
8C	Remediation of Erosion areas on T&M basis, if needed.	LS	TBD	TBD	
Maintenance Subtotal:					\$24,000.00
Phase 1 (Year 1) Total:					\$54,312.00

Phase 2 (Years 2-4) Fee:					
Item	Description	Unit	Quantity	Unit Cost	Item Cost
1	Take Growing Season Photographs	YR	3	\$750.00	\$2,250.00
2	Take Leaf-Off Season Photographs	YR	3	\$1,500.00	\$4,500.00
3	Inspect for Signs of Erosion	YR	3	\$1,800.00	\$5,400.00
4	Conduct Habitat Assessments	YR	3	\$2,160.00	\$6,480.00
5	Report on Overall Function and Habitat	YR	3	\$8,100.00	\$24,300.00
Monitoring Services and Reporting Activities Subtotal:					\$42,930.00
6	Perform Necessary Maintenance (see below):				
6A	Native Vegetation Stewardship of Stabilized Length, Restored Length, Riparian Corridor and Floodplain of Cane Run <i>Disturbed During Construction</i> Including Wetland 1, 2, 3 and Bioswale. Assumes 40 hours/month for Years 2& 3; 30 hours/month for Year 4 for 9 months/year.	HR	990	\$75.00	\$74,250.00
6B	Planting of Bareroot Trees and Shrubs, if needed.	EA	TBD	\$8.00	
6C	Remediation of Erosion areas on T&M basis, if needed.	LS	TBD	TBD	
Maintenance Subtotal:					\$74,250.00
Phase 2 (Years 2-4) Total:					\$117,180.00

Phase 3 (Year 5) Fee:					
Item	Description	Unit	Quantity	Unit Cost	Item Cost
1	Conduct As Built Survey	LS	1	\$8,712.00	\$8,712.00
2	Conduct Vegetative Monitoring	LS	1	\$3,120.00	\$3,120.00
3	Take Growing Season Photographs	YR	1	\$840.00	\$840.00
4	Take Leaf-Off Season Photographs	YR	1	\$1,710.00	\$1,710.00
5	Inspect for Signs of Erosion	YR	1	\$1,800.00	\$1,800.00
6	Conduct Habitat Assessments	YR	1	\$960.00	\$960.00
7&8	Report on Overall Function and Habitat & Evaluate Project Success	LS	1	\$14,580.00	\$14,580.00
Monitoring Services and Reporting Activities Subtotal:					\$31,722.00
9	Perform Necessary Maintenance (see below):				
9A	Native Vegetation Stewardship of Stabilized Length, Restored Length, Riparian Corridor and Floodplain of Cane Run <i>Disturbed During Construction</i> Including Wetland 1, 2, 3 and Bioswale. Assumes 30 hours/month for 9 months.	HR	270	\$75.00	\$20,250.00
9B	Planting of Bareroot Trees and Shrubs, if needed.	EA	TBD	\$8.00	
9C	Remediation of Erosion areas on T&M basis, if needed.	LS	TBD	TBD	
Maintenance Subtotal:					\$20,250.00
Phase 3 (Year 5) Total:					\$51,972.00



RIDGEWATER

Appendix A: Resumes of Key Personnel

PROFESSIONAL REGISTRATION

TNEPSC Qualified Inspector, License #141685

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, Lexington, Kentucky (2001 to Present).

Mr. Hanssen leads the firm specializing in Stream and Wetlands Restoration, Stormwater Best Management Practices (BMP's), Low Impact Development (LID) construction techniques, green infrastructure, native plants and vegetation stewardship and biodegradable materials. He currently manages smaller construction projects and ongoing vegetation stewardship. In addition, 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 all office related tasks. He also supervises a crew 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 seven 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

TN Department of Environment and Conservation EPSC Certified	2019
Applied River Morphology, Wildland Hydrology,	2009
KEPSC Qualified Inspector for Erosion Prevention Sediment Control	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 19 years of experience running all aspects of a business performing design, construction, maintenance and stewardship of stream and wetlands restoration, landscapes and green infrastructure. Mr. Hanssen has been involved in the construction and maintenance of 20+ 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 has prepared 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, invasive species removal, and LID infrastructure. Mr. Hanssen has worked either directly, or as a subcontractor, for many governmental agencies, large corporations, and consultants such as INDOT, KYTC, LFUCG, Kentucky Department of Fish and Wildlife Resources (KDFWR), 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 and the Nature Conservancy.



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.

PROFESSIONAL SUMMARY

Russ Turpin has been involved with nearly all of EcoGro's projects through conception, design, construction, maintenance and quality control. As EcoGro's licensed **Commercial Pesticide Operator and Applicator and Certified Arborist**, Russ manages stewardship of natural areas and ecological restoration projects in Central Kentucky. He develops landscape plans and manages native plant selection, procurement, installation, monitoring and plant care. When in the field, he operates heavy machinery on active construction projects or implements various technology and equipment for weed control on stewardship sites. While in the office, he assists with project proposals, reporting, documentation, technical presentations and educational programs. As a graduate from the Kentucky Environmental Education Certification program, Russ conducts EcoGro's education and outreach services as a **Professional Environmental Educator**. With a personal commitment to local water quality and community sustainability initiatives, he offers technical assistance and voluntary service for riparian plantings, rain gardens and other "Green" stormwater practices. Russ has also written several articles about EcoGro's projects and has given presentations to a variety of professional and community organizations.

PROFESSIONAL EXPERIENCE

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

Environmental Specialist / Operator: My primary responsibility has been to manage and oversee native plant restoration, weed controls and ongoing stewardship programs on a variety of native habitat projects. I operate heavy machinery and various equipment or technology associated with ecological restoration. As a certified Environmental Educator, I conduct education and outreach programs. 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.



Russ Turpin

Environmental Specialist

EDUCATION, TRAINING AND CERTIFICATION

- 6/18 **Certified Arborist**, International Society of Arboriculture
- 5/15 **Kentucky Environmental Educator Certification**, Kentucky Education & Workforce Development Cabinet
- 6/14 **Water Quality Monitoring Training**, Lexington-Fayette Urban County Government.
- 3/14 **Kentucky Erosion Prevention and Sediment Control (KEPSC) Inspector Qualification**, University of Kentucky, Kentucky Transportation Center, #140300039
- 2/11 **Kentucky Commercial Herbicide Operator & Applicator Certification**, License #34670.
- 2/10 **Vegetation for Restoring Ecosystems and Treating Stormwater**, USDA Southern Regional Water Program.
- 9/10 **Watershed Institute**, Center for Watershed Protection.
- 2/07 **Certified Erosion Prevention and Sediment Control, Level I**, Tennessee Dept. of Environment and Conservation, Certification # 113835.
- 9/06 **First Annual Regional Wetlands Restoration Institute**, US Forest Service.
- 3/06 **CPESC Exam Review Workshop**, Louisville MSD & Certified Professional Erosion and Sediment Control.
- 3/05 **AutoCAD for Stream Restoration and Monitoring**, North Carolina State University and University of Kentucky, Biosystems and Agricultural Engineering Dept.
- 1/02 – 6/03 **Natural Resources Leadership Institute**, University of Kentucky.
- 9/98 **OSHA HAZWOPER Certification**, 40 Hour training completed.
- 8/92 – 5/97 **Bachelor of Science, Environmental Studies: Geology**, University of Tennessee at Chattanooga. GPA 3.0

COMMUNITY ORGANIZATIONS

- 5/15 – Present **Kentucky Association for Environmental Educators**, Member.
 - 6/14 – Present **LFUCG Stormwater Stakeholder Advisory Committee**, Wolf Run Watershed Representative.
 - 6/13 – Present **Friends of Cane Run, Inc.**, Board of Directors.
 - 11/08 – Present **Bluegrass Rain Garden Alliance**, Steering Committee Member, Commercial / Professional Team Co-coordinator.
 - 1/08 – 1/10 **Bluegrass Partnership for a Green Community**, Water/Stormwater Team.
 - 12/07 – Present **Cane Run Watershed Council**, Member.
 - 4/06 – Present **Friends of Wolf Run**, Member, Technical Advisory Committee.
 - 5/02 – Present **Wild Ones Lexington Chapter**, Member, 5/02 – 12/06 Chapter's founding President.
 - 6/03 – Present **Kentucky Waterways Alliance**, Member.
 - 8/01 – 8/04 **Kentuckians for the Commonwealth, Central KY Chapter**, Member.
 - 5/02 – 6/04: Environmental Work Team Co-coordinator.
 - 11/03 – 6/04: Land Reform Committee Representative.
 - 1/02 – 1/04 **UK-LFUCG Arboretum Arbor Day**, Planning Committee Member.
-



David Carter, PE, PLS | President

Resume

education

University of Kentucky, 1982
Bachelor of Science, Civil Engineering

registration + professional affiliations

Professional Engineer, KY # 15134
Professional Engineer, OH # 54015
Professional Licensed Surveyor, KY # 2963

experience + qualifications

Mr. Carter currently specializes in Geographic Information System (GIS) software development and GIS implementation/application projects. He is the primary developer of the GeoSync GIS software package, which is being used in many communities throughout Kentucky. Mr. Carter has developed customized GIS/modeling database interfaces for translating infrastructure data to and from the SWMM and PIPE 2000 (KYPipe) modeling packages. Mr. Carter is experienced in the design of storm water facilities, utilities, and roadways, and has managed numerous storm water management projects throughout the Central Kentucky area. Mr. Carter has successfully managed and completed many projects for both public and private clients in the Lexington community. He has completed and managed projects for the U.S. Army Corps of Engineers, the Kentucky-American Water Company, the Kentucky Division of Abandoned Lands, and numerous municipal and private clients.



relevant project experience

- Ft. Boonesborough State Park WWTP Replacement, Madison County, Kentucky
- Bluegrass Station Utility Extensions, Lexington, Kentucky
- Mellwood Pump Station and Force Main Replacement, Louisville, Kentucky
- Muddy Fork SSO Interceptor Basin, Louisville, Kentucky
- Grand Avenue Pump Station, Jeffersontown, Kentucky
- South Elkhorn Pump Station and Force Main Improvements, Lexington, Kentucky
- Strodes Creek Wastewater Treatment Plant, Winchester, Kentucky
- Hinkston Creek Wastewater Treatment Plant, Mt. Sterling, Kentucky
- South Elkhorn Sewer Watershed SWMM Modeling, Lexington, Kentucky
- Storm Drainage Inventory and GIS Consulting, Georgetown, Kentucky
- Drainage Master Plan and GIS Implementation, Reading, Ohio
- Storm Water Detention for Wilhite Drive area, with detention basin implemented at the Extended Stay America site, Lexington, Kentucky
- Design of the Downtown Redevelopment Project for Barbourville, Kentucky
- Design of the Meadowthorpe Plantation Subdivision, Lexington, Kentucky
- Design and analysis of drainage improvements and parking lots for the Cardinal Hill Hospital expansion, Lexington, Kentucky
- Master Plan for water distribution improvements for northwest Scott County, Kentucky



B. Scott Southall, ASLA, LEED AP BD+C | Vice President, Sustainability & Marketing

Resume

education

University of Kentucky, 1993
Bachelor of Science, Landscape Architecture

registration + professional affiliations

Landscape Architect / Kentucky / Registration No. 554/1997
Landscape Architect / Ohio / Registration No.1 089/2004
American Institute of Certified Planners / Registration No. 20260/2005
American Society of Landscape Architects / Member / Past-CPC Chair / Past Context Sensitive Design Committee – Co Chair
American Institute of Certified Planner / Member
USGBC Leed Accredited Professional Building Design + Construction, 2008
Kentucky Society of Landscape Architects / President / 1998-1999, 2000-2001 / Trustee / 2005-2008
Kentucky Chapter US Green Building Council / Member

experience + qualifications

Mr. Southall started his professional career in 1993 and has worked for CDP since the fall of 2000. As Vice President for Sustainability, Mr. Southall offers a wealth of planning, design and implementation knowledge for projects ranging in scope and complexity. He serves as a leader in the field of sustainable and green design practices. In addition to being a licensed Landscape Architect, Mr. Southall is also a Certified Planner and LEED Accredited Professional with specialty in Building Design + Construction. Mr. Southall has project experience emphasizing master planning, non-motorized and pedestrian planning and design, sustainability design, recreational planning, site development and design, grant writing, and construction documents.

relevant project experience

LFUCG Coldstream Park Stream Corridor Restoration, Lexington, Kentucky
Served as project manager for final design and construction phases of this 6 year stream restoration project.

Gainesway Pond Restoration Project, Lexington, Kentucky
Applied for and received an EPA Section 319(h) grant for LFUCG to restore an existing retention basin into a functioning stream/wetlands/pond system to be used as an outdoor classroom for Tates Creek Elementary through High School students.

Shearer Elementary Demonstration Project, Winchester, Kentucky
Served as project manager, oversaw the design of an educational demonstration wetland trail project.

Brushy Creek Stream Restoration Project, Lexington, Kentucky
Served as project manager, oversaw conceptual and final design of 4755 LF of stream restoration, coordinated with Kentucky Department of Fish and Wildlife Resources

Ft. Sumter Stream Restoration Project - Phase II, Lexington, Kentucky
Served as project director, reviewed conceptual and final design for 1100 LF stream restoration and greenway trail, coordinated with Division of Water, LFUCG and adjacent home owners

Ft. Sumter Stream Restoration Project – Phase I, Lexington, Kentucky
Served as project manager, oversaw conceptual and final design for 1200 LF stream restoration, coordinated with LFUCG and adjacent home owners

Lone Oak Subdivision Stream Restoration, Nicholasville, Kentucky
Served as project manager, conducted neighborhood consensus building meeting, developed conceptual and final design for 3200 LF stream restoration, project included restoring native woody and herbaceous plant community to the riparian zone, coordinated with City officials, provided contract observation

East End Church of Christ, Lexington, Kentucky
As project director reviewed all aspects of this project including varies LFUCG approvals, worked with adjoining neighborhood association, designed environmental sensitive site plan.

Wolf Run Stream Bank Restoration Project, Lexington, Kentucky
Coordinated efforts between LFUCG, Dry Stone Conservancy and Neighborhood Assoc., produced an informational pamphlet as PSA, provided technical support for permit application for 450 LF section.



Lisa W. Shuster, RLA, LEED Green Associate | Project Manager

Resume

education

The Ohio State University, 2007
Bachelor of Science, Landscape Architecture
Minor, City and Regional Planning

registration + professional affiliations

Landscape Architect / Kentucky / Registration No. 956
American Society of Landscape Architecture / Associate
LEED Green Associate



experience + qualifications

Ms. Shuster has been involved with design and construction since 2007. She has worked on numerous green infrastructure and stormwater quality projects as well as number of water and wastewater improvement projects including pump stations, stormwater runoff, and stream restoration. In addition to being a licensed Landscape Architect, Ms. Shuster has also worked on a number of projects carrying a strong emphasis of GIS (geographic information system) mapping. Her work experience includes all phases of a project from marketing and proposals through to construction administration and project close out. Additionally, Ms. Shuster has been involved with grant writing and the associated permitting for various water/wastewater projects.

relevant project experience

LFUCG Coldstream Park Stream Corridor Restoration and Preservation Project: Lexington, Kentucky

Served as a project team member for the final design and construction phases of this 6 year stream restoration project that restored 4,400 linear feet of intermittent stream adjacent to the Legacy Trail within the Coldstream Park. Project roles included construction documents, cost estimating, permitting, and construction administration.

Coldstream Research Campus Bio-Infiltration Swale and Trail Project: Lexington, Kentucky

Project team member involved with the layout and design of a multi-use trail along the Lexington Coldstream Research Campus. The trail consists of both asphalt and porous concrete sections. Additional design elements included a bio-infiltration swale and precast retaining wall. Role responsibilities included, initial design, construction document preparation and construction inspection.

G & J Pepsi-Cola Bottlers, Inc. - Stormwater Quality Incentive Grant: Lexington, Kentucky

Project team member involved with the initial grant application through to project close out for the design and installation of Best Management Practices on an industrial site located in Lexington, Kentucky. Property improvements included the retrofit of approximately 7,000 square feet of impermeable asphalt parking lot to permeable concrete interlocking pavers; a prefabricated stormwater treatment device designed to treat approximately 67,000 square feet of impervious area by removing oil, grease, sediments, and floating debris from stormwater runoff; and permanent reinforcement along an existing eroded swale.

Klausing Group - Stormwater Quality Incentive Grant: Lexington, Kentucky

Project team member involved with the design and construction administration for the green infrastructure on site. Roles and responsibilities also included the design of an educational sign panel and help with the submission of materials through the newly created LFUCG Stormwater Quality Incentive Grant Program.

Transylvania University - Stormwater Quality Incentive Grant: Lexington, Kentucky

Project manager for the design and construction administration of the water quality improvements installed within the Mitchell Fine Arts parking lot on campus. Improvements included permeable concrete and hillside stabilization.

Trane - Stormwater Quality Incentive Grant: Lexington, Kentucky

Project manager responsible for the design and construction administration of the water quality improvements installed on site. Improvements included: retrofitting over 17,000 SF of existing asphalt pavement with permeable concrete pavers, a bio-infiltration swale, and gabion baskets to treat runoff before it enters into an existing sediment forebay.

Lower Howard's Creek Nature & Heritage Preserve Trail Improvement Project: Clark County, Kentucky

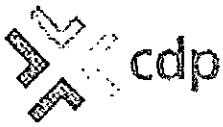
Project team member tasked with compiling base map information from existing resources and supplemental field data to serve as the basis for design. The proposed improvements encompassed over 1.5 miles of hiking trail, the preservation and restoration of several hundred linear feet of dry-laid stone wall, interpretive signage, and a composting toilet. Project responsibilities included, but were not limited to, base mapping, construction document and specification preparation, and cost estimating.

Grand Avenue Pump Station: Louisville, Kentucky

Project team member involved with production of the site/civil construction drawings and design for a new 10-million gallon per day pump station. The major design elements included a 36" gravity sewer, 24" collection system force main, 30" trunk sewer, total wet weather storage volume of 1,910,000 gallons and sustainable measures such as permeable pavers. Role responsibilities included design, production, and distribution of plans, along with coordination among multiple disciplines.

Muddy Fork Interceptor SSO Storage Basin: Louisville, Kentucky

Project team member involved with the production of the site/civil construction drawings and design for a new storage basin programmed to handle sanitary sewage flows in excess of the existing interceptor. Major project elements included an above ground control building, below grade concrete basin with tipping buckets, generator and odor control equipment, and concrete flow diversion. Site/Civil work entailed the design of a concrete entrance drive, walk, and pads to house above ground equipment, perimeter security fencing, reinforced turf pavement, and landscape screening.



Steve Green, PLS | Geomatics Group Manager

Resume

education

Eastern Kentucky University, 1982

Bachelor of Arts Broadcasting

registration + professional affiliations

Professional Land Surveyor/Kentucky Registration No. 3539

Hazardous Waste Operations and Emergency Response

experience + qualifications

Mr. Green has over 19 years experience which includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency of the use of traditional and state-of-the-art surveying equipment. Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

relevant project experience

Brighton East Rails to Trails, Lexington, Kentucky

West Hickman Trail, LFUCG, Lexington, Kentucky

Veterans Park Mountain Bike Trail, LFUCG, Lexington, Kentucky

Historic Scott County Jail Renovation, Georgetown, Kentucky

Bluegrass Army Depot Geographic Information System, Madison County, Kentucky

Lake Peewee Bathymetric Survey and Sampling, Madisonville, Kentucky

Elizabethton Electric GIS - City of Elizabethton Electric Department, Elizabethton, Tennessee

South Elkhorn, Sewershed Sanitary Sewer System Evaluation, Lexington, Kentucky

Clays Mill Road Scoping Study, Lexington, Kentucky

Berea Bypass Phase I and II, City of Berea, Kentucky

Clays Mill Road Widening, Lexington, Kentucky

Saron Drive Extension to Clearwater Way, Lexington, Kentucky

Mason Headley Road Widening, Lexington, Kentucky

Downtown Storm Sewer Project, Georgetown, Kentucky

Walnut Street Redevelopment Project, Nicholasville, Kentucky

Boston Road/Halifax Drive Sanitary Sewer Relocation, Mapping and Topography, Lexington, Kentucky

City of Georgetown, Static GPS, Georgetown, Kentucky

Whitley City GPS, Static GPS, Whitley City, Kentucky

South Broadway Waterline, Differential GPS, Lexington, Kentucky

Barbourville Utility Mapping, Differential GPS, Barbourville, Kentucky

Bluegrass Airport, Construction Staking, Lexington, Kentucky

Toyota Tsusho, Construction Staking, Georgetown, Kentucky

Jack's Creek Waterline, Construction Staking, Lexington, Kentucky

Storm Sewer Mapping Project, Nashville Corps of Engineers, Muscle Shoals, Alabama

Transmission Line Mapping - Versailles Road, Kentucky Utilities Company, Lexington, Kentucky

Fayette Mall Transmission Line, Kentucky Utilities Company, Lexington, Kentucky

Centre College - Transmission Line, Kentucky Utilities Company, Harrodsburg, Kentucky

Lansdowne Transmission Line, Kentucky Utilities Company, Lexington, Kentucky

Appendix B: Project Profiles





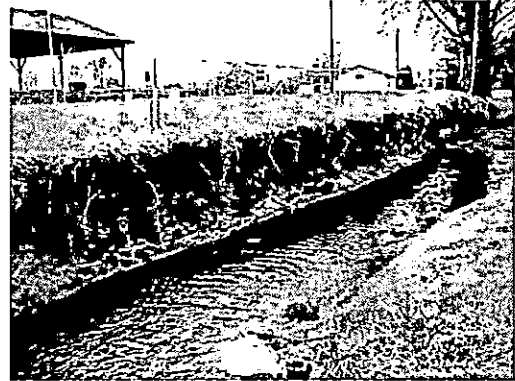
Lexmark Shadybrook Park Streambank Stabilization Lexington, KY May - June 2010

This project consists of repairing the banks of a section of Cane Run and a section of the Tributary to Cane Run flowing through Lexmark International property in Shadybrook Park. Cane Run is a stream in Lexington, KY that has been identified by the Kentucky Division of Water as unable to support aquatic wildlife or primary contact recreation. 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 primary concern of Lexmark was for safety of the park users, which are Lexmark employees and their families. There was a concern that a person near the edge of the bank could fall and be seriously injured. The stream channel was degraded with steep, eroded banks approximately four feet high. The channel was cutting its way toward park facilities and playground areas.

To reduce Lexmark's liabilities, EcoGro teamed with project partners to design and build approximately 1,350 feet of stabilized banks along Cane Run and its tributary. The toe of the slope was armored with limestone rock to provide a stable foundation and the banks were re-graded to a more gradual slope. Lastly, the banks were seeded with a selection of native grasses and wildflowers, and then covered with a biodegradable erosion control blanket.

Even though this project was undertaken to improve the safety as its primary goal, there were multiple aspects of this project that Cane Run benefited from as it flows across Lexmark property. During the repairs, a series of rocky riffles, shallow point bars and deep pools were created to develop a more natural stream channel and reduce shear stress on the outside bends. Because the streambanks were excavated, and the soil was removed from the floodplain, the stream channel



gained some capacity to help moderate high storm flows. This space allows for sediment and trash to deposit upstream of the park. EcoGro established a vegetated riparian buffer along the project to further protect the floodplain from erosion and provide valuable aquatic habitat. The dense root system of these plants will help to bind the soil as well as use up some of the excess nutrients that contribute to Cane Run's water pollution.



Key Features:

- Design/Build
- Native plants
- Riparian buffer
- Biodegradable EPSC controls

www.EcoGro.net

(859) 231-0500

P.O. Box 22273, Lexington, KY 40522



**Cove Spring Stream and
Wetland Restoration**
Frankfort, KY
September 2012 - March 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 park offers the unique ability to educate a wide audience about the measures taken to help protect the park's greatest assets, its environmental and historical features.

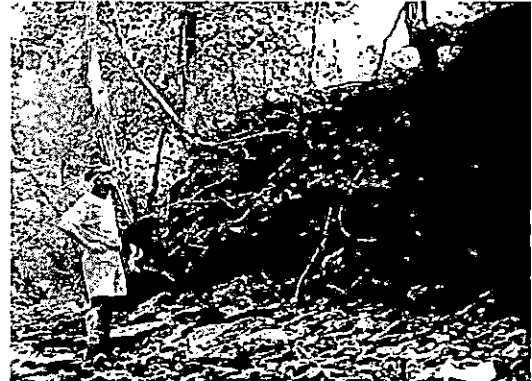
Over time, the landscape and waterways in the park had been altered several times by both nature and man. Cove Spring Run and Penitentiary Branch had cut tall, steep and dangerous banks through sediment in the park. This site was identified as an ideal location for a KDFWR mitigation and protection project.

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. Rock structures were installed to stabilize the stream and create a series of riffles and pools. Banks were re-graded to eliminate eroding slopes and allow floodplain access.



After: lower banks along Penitentiary Branch support wildlife habitat, reduce erosion and improve water quality.

Project Partners: Kentucky Department of Fish and Wildlife Resources, City of Frankfort, Biohabitats, Eco-Tech Consultants, KDOW, KYTC, EPA, USFWS, & USACE.



Before: steep, eroded banks in the park.



During: construction of rock structures.



After: pools and riffles in the upper reach.

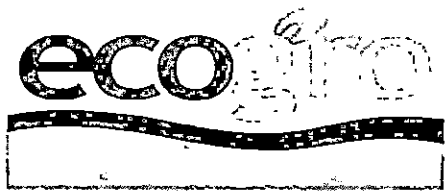
Key Features:

- Natural channel design
- Stream and wetland restoration
- Native plants

www.EcoGro.net

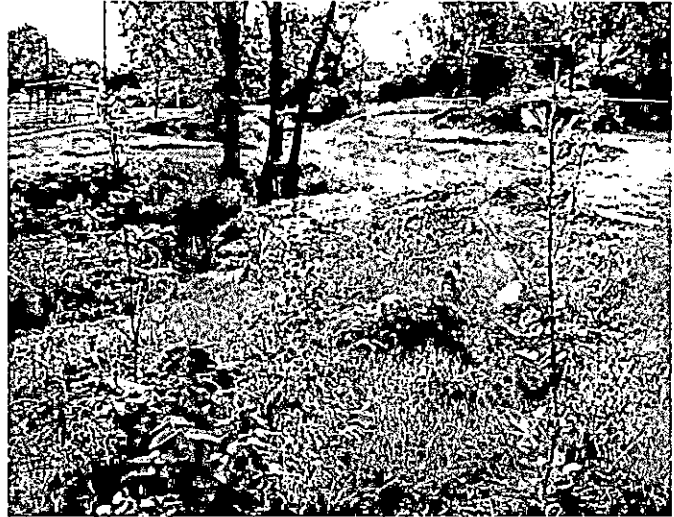
(859)-231-0500

P.O. Box 22273, Lexington, KY 40522



Green Acres Stream Buffer Plan, Enhancements and Stewardship Lexington, KY Dec. 2014 - Dec. 2020

For many years, residents in the Green Acres and Hollow Creek neighborhoods had experienced a variety of flooding, sanitary sewer and storm water issues. In 2006, Representative Jesse Crenshaw made funding available from the Kentucky Legislature to resolve known flooding and trash problems. The Green Acres project was begun in 2007 with a study of the entire Green Acres watershed, followed by the purchase and demolition of flood plain homes and then storm and sanitary sewer line repairs in 2014. The process of ecological restoration is the final measures to address flooding and



water quality in the Green Acres and Hollow Creek neighborhoods. EcoGro was hired by the Lexington-Fayette Urban County Government (LFUCG) to address vegetative sustainability of the stream corridor for the intended purpose of improved water quality with minimal future maintenance. Additional goals were to reduce mowing and overall maintenance as well as provide public education and participation of stream buffer improvements.

EcoGro was able to provide LFUCG staff with a comprehensive planting and management plan for the Green Acres Stream Corridor Vegetative Buffer. This report describes the role of urban riparian buffers as a stormwater Best Management Practice (BMP), the ecological types and functions of riparian buffer zones, the process of establishing native plant communities, and techniques for long-term stewardship of different

buffer types. This report can be applicable to other LFUCG owned and operated properties.

Project Partners: Lexington-Fayette Urban County Government

GREEN ACRES PARK

STREAM BUFFER

A stream buffer improves water quality by filtering pollutants from surface runoff before the water reaches the stream. Kentucky native trees, shrubs and wildflowers were planted to create a more natural landscape along this tributary to Cane Run. The dense root systems in a stream buffer help hold soil in place and reduce erosion of the banks. This natural area will also provide habitat for wildlife such as birds, frogs, and butterflies as well as shade for aquatic life.



Before: January, 2015

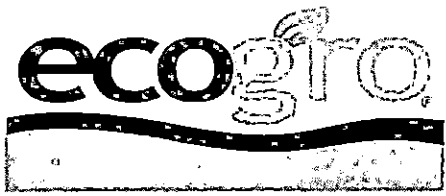
Key Features:

- Design/build
- Riparian Buffer
- Educational Programs
- On-going Stewardship

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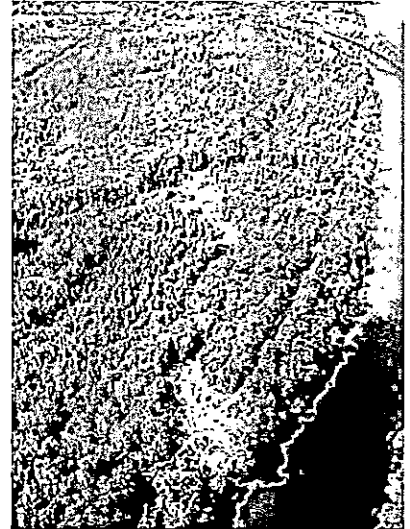
Hatchery Creek Design/Build Stream Project

Russell County, KY
July, 2014 - April, 2016

The EcoGro/Ridgewater Team partnered with Stantec to develop a stream mitigation project at the tailwaters of Lake Cumberland. The goal of this Design / Build project is to create stream and wetland mitigation credits for KDFWR, with one other goal of creating a self-sustaining trout population. Water that feeds into the USFWS Wolf Creek National Fish Hatchery will now flow through nearly 6,000 feet of new stream channel and wetlands.

The new Hatchery Creek was designed to support all stages of trout's life cycle, including eggs, fry, adult, and spawning adults. In doing this it creates a diverse array of habitats that appeals to trout, other aquatic and terrestrial species and anglers alike.

Construction began in July 2014 and was completed in April 2016.



Aerial view of cleared area for the new Hatchery Creek Adjacent to the Cumberland River.



"Lunker Bunker" structure created for trout habitat in a future pool.



Constructed riffle with spawning gravel.

Project Partners: KDFWR, USFWS, USACE, KDEP, DECA, Ridgewater LLC, Stantec

Project Reference: Contact Rob Lewis, P.E. KDFWR

Funding Source: KDFWR In-lieu Fee Program (FILO)

Key Features:

- Design/Build
- Stream & Wetland Construction
- Trout Habitat
- Fish Passage from Cumberland River



Completed braided channel designed as refuge habitat for fry and juvenile trout.

www.EcoGro.net

(859) 231-0500

P.O. Box 22273, Lexington, KY 40522



LFUCG Coldstream Park Stream Corridor Restoration

project description | stream and wetland restoration, passive recreation

location
Lexington, Kentucky

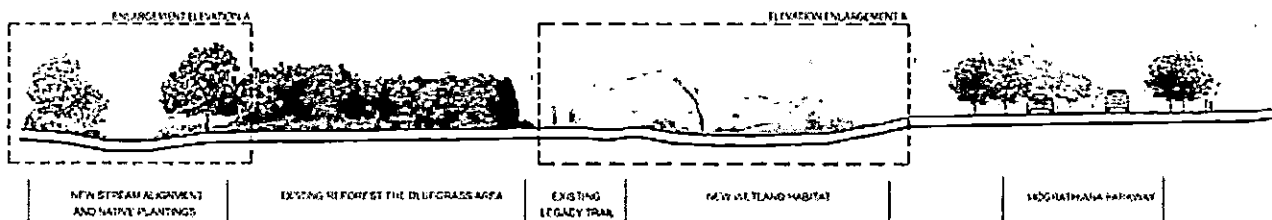
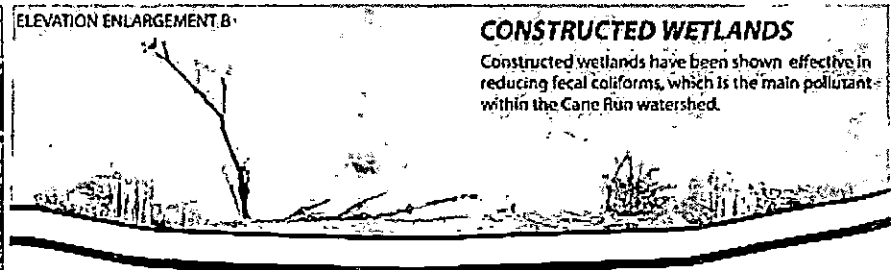
client
Lexington-Fayette Urban
County Government

completion date
Design Plans November 2016
Construction Spring 2018

budget: Construction
\$1,000,000



The Cane Run restoration project will restore 4,400 linear feet of intermittent stream that flows adjacent to the Legacy Trail within the Coldstream Park. This stream has been degraded from past land use resulting in a disconnection from the existing floodplain. Additional components to the project include restoration of habitat, reduction of peak flows, flooding, and pollutant loads, and enhancing recreational opportunities within and adjacent to the park. The proposed design reconnects the stream with the floodplain and utilizes vertical grade control structures across the floodplain to provide long-term stability. Two dimensional shear stress analysis was completed on the stream and floodplain to determine existing shear stresses and verify the stability of the proposed stream/floodplain system.



Pollutant loadings entering Cane Run through urban runoff and agriculture land use practices were treated with a series of BMPs including stormwater wetlands, bioswale, and native riparian zone plantings. Stormwater wetlands were designed to capture and treat runoff entering the restoration area and provide filtration within the restored floodplain. These native riparian zone planting enhance habitat opportunities within and adjacent to the stream as well as providing a reduction in pollutants.



project components:

- Water quality enhancement.
- HEC-RAS modeling
- Shear stress analysis
- Floodplain wetlands, bioswale, and native riparian zone plantings
- Natural channel design
- Permitting (404/401, Section 7 and Section 106 coordination).
- Bioengineering techniques
- Constructed wetlands



University of Kentucky Coldstream Research Campus

project description | Wetland and Bio-Infiltration Swale Master Plan & Construction Documents

location
McGrathiana Parkway
Lexington, KY 40511

client
Coldstream Research Campus
Jim Conner, Facilities Director
1500 Bull Lea Rd., Ste 100
Lexington, KY 40511

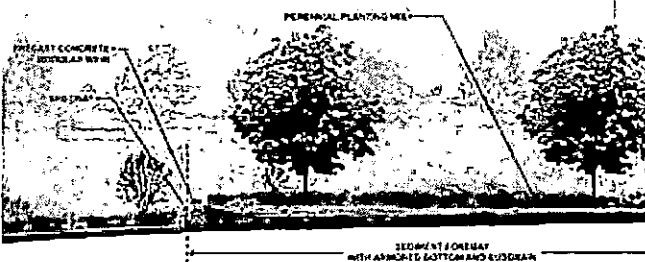
starting date
August 2012

completion date
Fall 2013

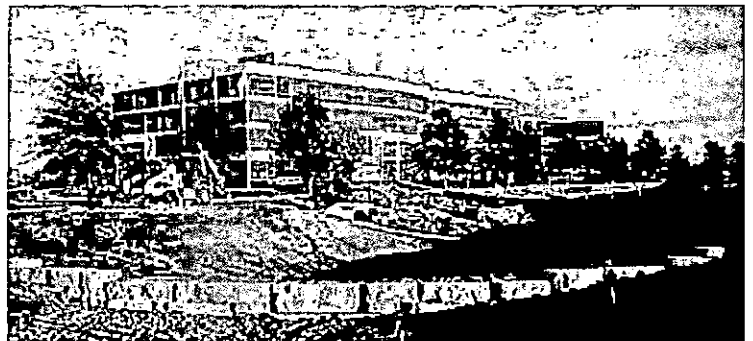
budget
Design: \$24,800
Construction: \$206,500



Master Plan with Enlargement



Profile Section Rendering



Under Construction

CDP was contracted by the University of Kentucky to develop a phased conceptual master plan and preliminary trail alignment for the Coldstream Research Campus. The conceptual master plan will serve as a tool for Coldstream to assist their future implementation of a bio-infiltration swale for stormwater management as well as improved aesthetics. The plan improves aesthetics by adding naturalized habitat and vegetation within the research campus and will also provide recreational access by connecting a short trail segment to the existing Legacy Trail. The contract for the master plan was expanded to include the design for several wetlands that were originally part of the Cane Run stream corridor restoration project. The wetlands will further contribute naturalized habitat, improve water quality, and provide interest for outdoor enthusiasts who visit the Legacy Trail within Coldstream.



project components:

- wetland & bio-infiltration design
- preliminary trail alignment
- conceptual phased master plan & illustrative graphics
- preparation of construction documents
- field survey verification
- geotechnical engineering investigation
- native planting pallet



Green Acres Neighborhood Study

project description | watershed

location

Lexington, Kentucky

client

Lexington-Fayette Urban
County Government
Mr. Darryl Bennett, P.E.
200 E. Main Street
Lexington, KY 40507
(859) 258-3425

completion date

2009

budget

\$260,000



The Lexington-Fayette Urban County Government has received 2.6 million dollars in state funds for stormwater improvements in three neighborhoods west of Russell Cave Road – Green Acres, Winburn, and the newer Brookfield Chase neighborhood. The funds are to be administered through the Kentucky Infrastructure Authority (KIA) and are intended to address flooding problems in basements, backyards, and streets, sanitary sewer backups and repairs or replacements to failing drainage systems. CDP Engineers, Inc. is conducting a detailed study to provide the Lexington-Fayette Urban County Government (LFUCG) with a stormwater management model (SWMM) of the area as part of an effort to identify the key problem areas and associated solutions to best alleviate the existing stormwater issues.



project components

- An assessment of existing conditions included. GPS field survey of the study area to locate and collect data for man holes, curb inlets, surface inlets, head walls, pipes, culverts, open channels and other features contributing to storm sewers.
- Developed a public participation program that incorporated a detailed public survey to identify all flood related issues in the three neighborhoods.
- Updated floodplain submittals to FEMA as appropriate.
- Development of a detailed SWMM model, representing the collected and structure data for each of the watersheds and calculated flows at each structure.
- Development and presentation of cost estimates for recommended projects best suited to remedy existing issues within the budget constraints.
- Submittal of GPS field survey data, compatible with existing LFUCG GIS Database, in ESRI shapefile format.



Gainesway Pond Restoration and Trail Project

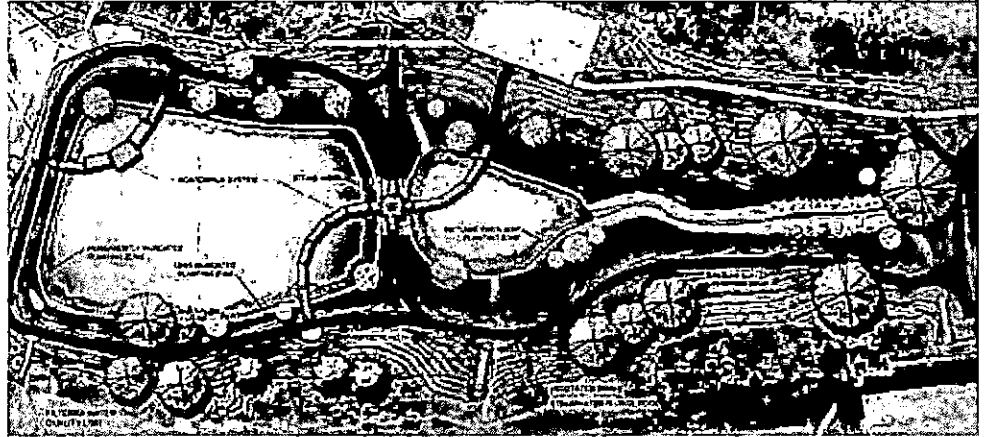
project description | education/environmental wetland restoration

location
Lexington, Kentucky

client
Lexington-Fayette Urban
County Government
Susan Plueger, PE
(859) 425-2482

completion date
2009

construction est.
\$1,800,000



The Gainesway Retention Basin is an existing stormwater pond that was used extensively in the past for fishing and recreation. However, the pond had been degraded by years of unabated erosion and nonpoint source pollution in the upstream watershed and filled with eroded sediment as a result. One of the objectives of the project was to improve the water quality by removing the sediment and installing Best Management Practices (BMP's) that remove or prevent pollution before it enters the pond. The second objective was to demonstrate the various BMP's used to protect water quality to the public. The pond is located next to Tates Creek Schools (K-12) and is now being used by students as an environmental classroom and laboratory throughout the year.

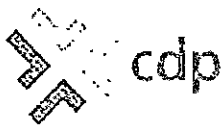
The project contains of several BMP's to improve water quality including: cleaning the sediment and trash from the pond, installing a stormwater gross pollutant trap to remove large solids and trash from the stream, constructing a wetland to remove nutrients and suspended solids from the water before it enters the pond, installing a riparian buffer around the pond and entering stream, and replacing concrete ditches with vegetated swales. Amenities were added to improve access to the site and enhance the visitor's experience. These amenities include: a walking trail around the pond, boardwalks over the pond and wetlands, and an educational trail with interpretive signage that follows the flow of water as it is cleaned before it enters the pond.

project components

- Designed and constructed 0.31 acres of wetland.
- Water quality BMP designs (first flush, floatables).
- Educational/Interpretive signage.
- Submitted application for Section 319 funding.
- Held public meetings to involve stakeholders, neighboring businesses, social organizations, and civic groups.
- ADA accessible trail system including boardwalk.



Boardwalk Detail



Fort Sumter Stream Restoration Project

project description | stream restoration

location

Lexington, Kentucky

client

Lexington-Fayette Urban
County Government
101 E. Vine St., 4th Floor
Lexington, KY 40507
Darryl Bennett, PE
(859) 258-3425

completion date

2002

construction cost

\$150,000



background: Fort Sumter Creek, a tributary to the North Elkhorn Creek (which is in the Royal Springs Aquifer), was typical of most urban streams in Central Kentucky. It was an entrenched, steep-banked stream caused by increased runoff from upstream development, decades of dredging, and mowing to the water's edge. The stream was classified as an F-1 (Flat, over widened, bedrock bottom channel) according to the Rosgen classification system. Very little shade was over the stream and even less wildlife habitat was present due to mowing to the water's edge.

solutions: The design for the Fort Sumter project consisted of a Priority II Restoration of an F-1 to a C-4 channel by lowering previously high, over-steepened banks down to the bankfull height to reestablish a floodplain for the stream. Structures were constructed in meander bends to reduce the bankfull width/depth ratio and protect the outside banks by reducing the near-bank shear velocities. Revegetating with native, deep-rooted, warm season grasses, shrubs, and trees created a riparian buffer zone with deep root masses and protective ground cover to protect the banks from frequent high flows. Water Temperatures will be reduced and Wildlife Habitat increased by the shade trees planted along the stream corridor. Coir fiber mats and logs were installed to protect the slopes until the vegetation was established. A no-mow zone was created to prevent destruction of the riparian vegetation.

greenway: In addition, a maintained (mowed) walking trail was created next to the riparian buffer zone for public access to the stream to view the wildflowers and wildlife habitat created by the restoration. The adjacent homeowners were involved in the selection of the wildflowers and tree species that were planted along the stream near their homes. A program was developed to eradicate invasive species and provide more maintenance that will apply to future projects.



project components

- Urbanized Stream
- Riparian Buffer
- Native Vegetation
- Natural Channel Design
- Urban Stream Stabilization



PICADOME GOLF COURSE STREAM RESTORATION

FAYETTE COUNTY, KENTUCKY

State:
Commonwealth of Kentucky

Client/Owner:
Palmer Engineering Company
301 East Main Street,
Suite 900
Lexington, Kentucky 40507

Mr. Greg Isaacs, PE
Branch Manager

Phone: (859) 389-9293

Project Dates:
2015 – present

Status:
On-going

Redwing Costs:
\$118,665

Type of Project:
Natural Stream Channel
Design, Agency Permitting,
and Construction Oversight

Key Project Staff:
Bradley M. Anderson, PE,
CPESC
Principal, Senior Engineer

Blair M. Borries
Project Ecologist

The project goal was to implement targeted water quality improvements in the Wolf Creek Watershed for Lexington-Fayette Urban County Government that was partially funded by a grant from the U.S. Environmental Protection Agency and Kentucky Division of Water under the §319(h) of the Clean Water Act and included in-channel restoration of two intermittent stream channels and the construction of stormwater quality measures within the Gay Brewer Jr. (Picadome) Golf Course.

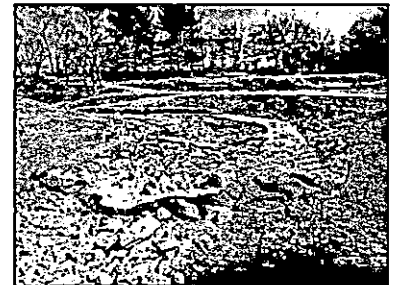
Big Elm Tributary: Restoration focused on a 550-foot reach that descended sharply into the Picadome Sinkhole. The stream exhibited verticle banks with large, unstable headcuts. The adjacent golf course fairways restricted the restoration to the existing stream channel. In addition, Redwing developed a stormwater quality measure that would decrease trash entering the sinkhole. Two-dimensional, unsteady state hydraulic modeling was used to identify critical design components that maximized stormwater treatment in tandem with improving stream stability and aquatic habitat. Restoraton of this reach focuse on:

- establishment of grade control
- installation of a boulder step/cascade system to provide energy dissipation
- placement of boulder toe reinforcement to protect adjacent banks
- design of a custom stormwater quality treatment retrofit



Vaughns Branch: Restoration focused on an 1,800-foot reach that flows through the golf course and had been identified within the Wolf Creek Watershed as a critical location for improving aquatic habitat. The channel was migrating laterally and has eroded to bedrock, virtually eliminating pool habitat. Restoration of this reach focused on:

- relocation of the stream near golf cart bridges to prevent further scour
- in-stream rehabilitation
- installation of boulder grade control structures
- establishment of riffles and pools
- creation of stormwater treatment wetlands to capture and detain stormwater runoff



Services provided for this project include:

- topographic survey of streams to be restored
- collection of geomorphological data from the existing stream reaches
- evaluation of sediment transport data for existing stream reaches
- preparation of 60%, 90%, and 100% stream restoration design plans
- completion of a 2-D, unsteady-state HEC-RAS analysis of the proposed stream restoration design
- design of stormwater quality improvement measures
- preparation of bid documents and bid specifications
- preparation of an engineering cost estimate
- bid/construction administration

The required federal, state and local permits have been received. Construction of the stream restoration and stormwater quality improvement retrofit activities along Big Elm Tributary commenced in late 2015 and were completed in mid 2016 and portions of Vauhns Branch were restored in 2018.





GESS PROPERTY DEVELOPMENT FAYETTE COUNTY, KENTUCKY

State:
Commonwealth of Kentucky

Client/Owner:
Ball Homes, Inc.
3609 Walden Drive
Lexington, KY 40517

Mr. Lee Fields
Project Manager

Phone: 859-268-1191

Project Dates:
2004 - Present

Status:
On-going

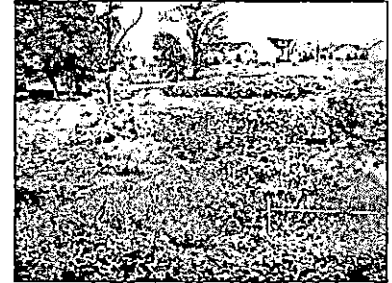
Redwing Costs:
\$116,470

Type of Project
Water/wetland delineation,
permitting and mitigation for a
master plan residential community

Key Project Staff:
Ronald L. Thomas
Principal, Senior Ecologist

Laura A. Darnell
Project Biologist

Redwing Ecological Services, Inc. (Redwing) was contracted to coordinate water/wetland permitting and ecological issues for the development of a 450-acre master plan residential community on the east side of Lexington in Fayette County, Kentucky.

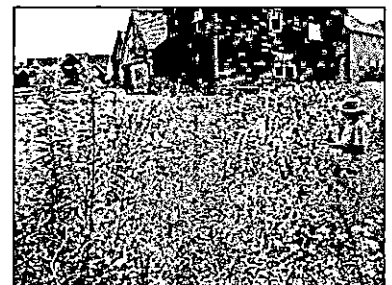


The project involved a preliminary assessment of the site to identify potential jurisdictional waters/wetlands and potential threatened/endangered species habitat to assist Ball Homes with preliminary site layout and planning. Specific services provided included:

- water/wetland delineation
- threatened/endangered species survey
- coordination of USFWS review and approval of the project
- coordination of archaeological surveys and SHPO approval
- coordination of 404/401 permit approvals from the USACE and KDOW
- design of a mitigation plan for 7 acres of wetland and 3,100 linear feet of stream
- preparation of a Storm Water Pollution Prevention Plan for the mitigation area
- oversight of mitigation plan implementation
- negotiation of a conservation easement for the mitigation areas with LFUCG, USACE and KDOW
- coordination with LFUCG inspectors regarding mitigation grading activity
- assistance to Ball Homes to document USACE authorization for various development phases/sections with LFUCG planning personnel
- attendance at LFUCG planning commission meeting to represent Ball Homes in regards to 404/401 permit status
- coordination of USFWS authorization for tree clearing of potential Indiana bat habitat through completion of an approved MOA



The majority of the proposed residential development has been completed and the mitigation plan has been successfully implemented. Redwing has completed the required regulatory monitoring.





MONTGOMERY GROUP STREAM RESTORATION MERCER COUNTY, KENTUCKY

State:
Commonwealth of Kentucky

Client/Owner:
Central Bank and Trust Co.
300 West Vine Street
Lexington, KY 40507

Ms. Ellen Sharp
Vice President

Project Dates:
2012 – Present

Status:
On-going

Redwing Costs:
\$122,200

Type of Project:
Natural Stream Channel
Design, Agency Permitting,
Construction Oversight, and
Annual Monitoring

Key Project Staff:
Richard S. Clausen
Principal, Senior Ecologist

Bradley M. Anderson, PE,
CPESC
Principal, Senior Engineer

Laura A. Darnell
Project Ecologist

Redwing was contracted to provide stream consulting services to Central Bank and Trust Co. (CBT). The goal of these services was to assist CBT with obtaining the required regulatory approvals for 'unauthorized impacts to jurisdictional streams associated with the project development. The project included:

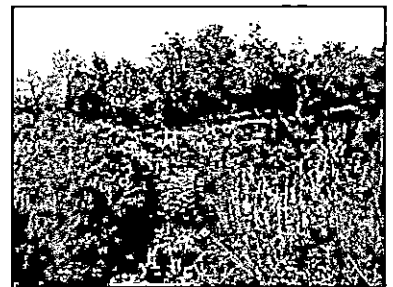
- restoration of approximately 1,000 linear feet of intermittent stream
- riparian buffer enhancement along of 260 linear feet of intermittent stream

Services provided to date for this project include:

- in-house research and mapping
- topographic survey of the intermittent stream reaches to be restored
- collection of morphological data from the existing stream reaches
- collection and evaluation of sediment transport data from existing stream reaches
- preparation of conceptual designs for the intermittent stream reaches
- submittal of Nationwide Permit 32 application to USACE
- submittal of Water Quality Certification application and General KPDES Permit applications to KDOW
- coordination with local, state and federal agencies
- preparation of construction plans for the intermittent stream restoration reaches
- assisted with obtaining contractor bids and contractor selection
- construction oversight of intermittent restoration activities
- as-built survey of completed stream mitigation activities
- preparation and completion of As-Built report
- annual mitigation monitoring and reporting and invasive species control



The project was constrained by the proposed lot lines within the development and the corresponding drainage easement. Additionally, two culverted crossings were present within the project reach. The stream mitigation activities involved the establishment of a boulder step/pool channel in the upper, steeper portion of the stream mitigation reach and a riffle/pool channel in the lower, less steep portion of the stream mitigation reach. The riffle/pool channel also involved the construction of several natural grade control structures (boulder cross vane and J-hooks). Native seed, straw mulch, and erosion control matting were placed along the finish graded portions of the stream mitigation reaches. Native trees and shrubs were then planted on the streambanks and along the mitigated stream channels upon completion of stream mitigation activities to re-establish riparian corridors.



All required federal, state and local permits have been received. Construction of the stream mitigation activities was completed in early 2014, and the five-year monitoring period has been completed.



PADUA STABLES STREAM MITIGATION PROJECT FAYETTE COUNTY, KENTUCKY

State:
Commonwealth of Kentucky

Client/Owner:
Padua Stables (KY), LLC
2500 Old Frankfort Pike
Lexington, Kentucky 40507

Mr. Sasha Sanan

Phone: 859-388-9292

sasha.sanan@gmail.com

Project Dates:
2009 – 2013

Status:
Complete

Redwing Costs:
\$42,754

Type of Project:
Natural Stream Channel
Design, Agency Permitting,
Construction Oversight, and
Annual Monitoring and
Reporting

Key Project Staff:
Richard S. Clausen
Principal, Senior Ecologist

Bradley M. Anderson, PE,
CPESC
Senior Engineer

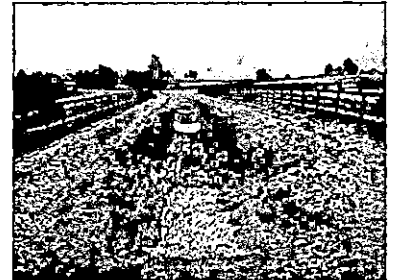
Redwing was contracted to provide stream consulting services to Padua Stables. The goal of these services was to assist Padua Stables with obtaining the required regulatory approvals for unauthorized impacts to jurisdictional streams associated with the project. The project included:

- re-establishment of approximately 4,312 linear feet of intermittent stream
- buffer enhancement of approximately 610 linear feet of intermittent stream



Services provided to date for this project include:

- in-house research and mapping
- development of a permitting/restoration plan that allowed for reasonable management of the pasture areas on the site, while meeting agency requirements for impact compensation
- preparation of a joint stream restoration/mitigation plan for the on-site streams
- preparation of an after-the-fact Section 404/401 permit application package for submittal to the U.S. Army Corps of Engineers (USACE) and Kentucky Division of Water (KDOW)
- submittal of applications for a KPDES Stormwater General Permit for Construction activities from the KDOW and a local grading permit from Lexington-Fayette Urban County Government (LFUCG)
- completion of an as-built survey of completed stream mitigation activities
- preparation of As-Built Grading/Construction Plans
- annual mitigation monitoring and reporting



All required federal, state and local permits have been received. Construction of the stream restoration activities was completed in 2010. This project has completed the required monitoring period and has been released by the USACE and KDOW.



Appendix C: LFUCG Standard Forms



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #15-2019

Date: April 1, 2019

Subject: Ecological/Environmental Consultant for the Coldstream Park Stream Corridor Restoration & Preservation Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Please see the attached drawings for the actual project work.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Ecobro (a part of Advanced Mulching Technology, Inc.)

ADDRESS: PO Box 22273 Lexington, KY 40522

SIGNATURE OF BIDDER: [Handwritten Signature]



AFFIDAVIT

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

1. His/her name is JAMES HANSEN and he/she is the individual submitting the proposal or is the authorized representative of EcoGro (a DBA of Advanced Marketing Technology, Inc.), 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.

[Handwritten signature]

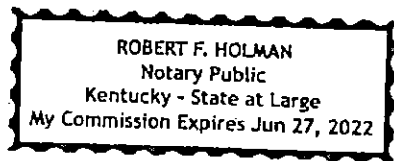
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by JAMES HANSEN on this the 5 day
of APRIL, 2019.

My Commission expires: 6/27/22



[Handwritten signature]

NOTARY PUBLIC, STATE AT LARGE

602359

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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

Eco (a DBA of Advanced Marketing Technologies, Inc.)

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Eco Gro

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1															
Professionals		1															
Superintendents		1										1					
Supervisors																	
Foremen																	
Technicians		1															
Protective																	
Para-																	
Office/Clerical			1														
Skilled Craft		1															
Service/Maintena																	
Total:		5	1									1					6

Prepared by: James Hansen President Date: 4/4/19

(Name and Title)

Revised 2015-Dec-15

**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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses 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 Disadvantaged Business Enterprises Subcontractors contact:

**Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

Firm Submitting Proposal: EcoGro (A DIV OF Advanced Plucking Technologies, Inc.)

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

Contact Name: Jim Hansen Title: President

Telephone Number: 859 621 7461 Fax Number: 866 348 0528

Email address: Jim@ecogro.net



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP 15-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Redwing Ecological Services, Inc. 1139 South Fourth Street Louisville, KY 40203 info@redwingeco.com	WBE	Vegetative Monitoring & Habitat Assessments	\$12,100.00	0.5%
2.	★ This percentage is based on the overall contract number for five years if the budget is approved as presented.			
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.

EcoGro
Company

[Signature]
Company Representative

4-5-19
Date

President
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 15-2019

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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. <i>None</i>					
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.

Ew Gro
Company

4-8-19
Date

Jim Hansen
Company Representative

President
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # EFP 15-2019

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Eco Gro	Contact Person Jim Hansen
Address/Phone/Email PO Box 22273 Lexington, Ky 40522	Bid Package / Bid Date EFP 15-2019 9 April 2019

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	Veteran
① Redwing Ecological	Brad Anderson	(502) 625 3009	3/29/19	Vegetative Monitoring	email & phone			
1139 S. Fourth St Louisville, Ky 40203		info@redwingeco.com		nutrient Assessment		\$12,100 ⁰⁰	Female DBE	
② Cedar Valley Seedy	Susana	(859) 987.1497	3/24/19	NONE	email	N/A	Female DBA	
851 Redman Rd. Paris, KY 40361	Redman	CVseeding@outlook.com				uncompetitive BID		

(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.

Eco Gro
 Company
4-9-19
 Date

JAMES HANSEN
 Company Representative
President
 Title

Cedar Valley Seeding, Inc.

851 Redmon Road
Paris, KY 40361
Office (859) 987-1497, Cell (859) 749-8006
cvseeding@outlook.com

CERTIFIED DBE FIRM – KY TRANSPORTATION CABINET

QUOTE

April 7, 2019

**Re: Coldstream Park Stream Corridor Restoration & Preservation
Lexington, KY
Bid Date: April 9, 2019**

I am pleased to provide the following quote for the above named project:

Planting Bare Root Trees (app 2,613) \$16.25 / Each

These prices include all labor, materials and equipment necessary to complete the project according to specifications. Payment and performance bonds can be provided, additionally, at 1.5%.

Feel free to call if you have any questions or require further information. Thank you for your consideration of Cedar Valley Seeding, Inc.

Sincerely,

Susan D. Redmon
President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP 15-2019

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 and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

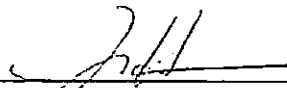
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the 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.

Ecobro

Company
4-5-19

Date



Company Representative
President

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 and IonWave Q&A, 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

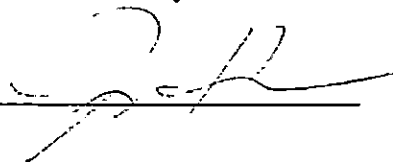
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature



Date

4-4-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2019

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

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

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504	CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859)233-1461 E-MAIL ADDRESS: rblain@alitorstrick.com	FAX (A/C, No): (859)281-9450
	INSURER(S) AFFORDING COVERAGE	
INSURED Advanced Mulching Technologies Inc., DBA: Ecogro P.O. Box 22273 Lexington KY 40522	INSURER A: NAESIP	
	INSURER B: Secura Insurance Companies	
	INSURER C: KY AGC Self Insurer's Fund	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 2019-2020 **REVISION NUMBER:**

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

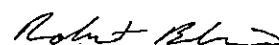
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EV20190603-01	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA3299913	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16876	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Pollution Liability Professional Liability			EV20190603-01	03/01/2019	03/01/2020	Coccurrence 1,000,000 Aggregate 2,000,000

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

Contractor License #: 14323

CERTIFICATE HOLDER

CANCELLATION

LFUCG Division of Building Inspection 200 E Main St Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Equal Opportunity Employment

EcoGro/Ridgewater believes that all persons are entitled to equal opportunity with regard to age, sex, race, color, religion, national origin, or handicap, as defined and provided by law. The equal opportunity as practiced by our company is not limited to recruiting and hiring, but also applies to all personnel actions such as promotions, compensation, benefits, terminations, transfers, layoffs, and recall from lay off. Our company disapproves of discriminatory conduct related to the workplace and will take appropriate corrective actions against those who violate this policy.

CDP ENGINEERS, INC.

3250 Blazer Parkway
Lexington, Kentucky 40509

AAP Year Date: January 2019 To January 2020

Employer Identification Number: 61-1176637

Affirmative Action Contact:

David D. Carter, President
CDP Engineers, Inc.
3250 Blazer Parkway
Lexington, Kentucky 40509
Phone: (859) 264-7500

Signed: 
David D. Carter

Title: President

Commitment to Equal Employment Opportunity (EEO)

It has been and will continue to be, the policy of CDP Engineers, Inc. to be an equal opportunity employer. The official EEO policy statement of CDP Engineers, Inc. is attached as Exhibit A. In keeping with this policy, CDP Engineers, Inc. will continue to recruit, hire, train and promote into all job levels the most qualified persons without regard to race, color, religion, sex or national origin. Similarly, CDP Engineers, Inc. will continue to administer all other personnel matters (such as compensation, benefits, transfers, layoffs, company-sponsored training, education, tuition assistance and social and recreational programs) in accordance with company policy.

CDP Engineers, Inc. bases employment decisions on objective standards so much as possible in the furtherance of equal employment opportunity.

CDP Engineers, Inc. has developed and implemented procedures to ensure that its employees are not harassed because of their race, color, religion, sex, national origin, or any other characteristic protected by law. Exhibit B is a copy of the Anti-Harassment Policy for CDP Engineers, Inc.

Internal Dissemination

CDP Engineers, Inc. will continue to make its equal employment opportunity policy known internally by:

- Including the policy in the Employee Policy Manual for CDP Engineers, Inc. A copy of the manual is issued to each employee.
- Conducting special meetings with executive, management and supervisory personnel to explain the intent of the policy, the president's attitude, and individual responsibilities for effective implementation.
- Conducting special meetings with all non-management and supervisory employees to discuss the policy and explain individual employee responsibilities.
- Explaining the policy thoroughly in employee orientation and management training programs.
- Posting a policy summary on company bulletin boards.

External Dissemination

CDP Engineers, Inc. will continue to disseminate its policy externally by:

- Informing recruiting sources, when utilized, verbally and in writing of company policy, stipulating that these sources actively recruit and refer minorities and women for all positions listed.
- Informing prospective employees of the existence of the affirmative action program and benefits, if any, which may be available to them under the program.

Responsibility for Implementation

David D. Carter, President of CDP Engineers, Inc, has the overall responsibility to implement CDP Engineers, Inc.'s equal employment opportunity policy and CDP Engineers, Inc. has appointed Vicky M. Clark, Benefits Administrator to serve as equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represents this company in all matters regarding this affirmative action plan.

Duties of the EEO/AA Officer

The duties of the EEO/AA Officer include:

- Developing policy statements, affirmative action programs and internal and external communication techniques.
- Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements.
- Conducting periodic audits of employment practices to ensure non-discrimination.
- Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities.
- Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment.
- Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels..
- Notifying all minority recruitment sources in writing that this company is an equal employment opportunity/affirmative action employer and notification to same of job openings.

- Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity.
- Maintaining all facilities and activities on a non-discriminatory basis.
- Maintaining applicant flow data with the title of job, referral source, sex, race and final action with reasons for any rejections; and
- Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 - The minority population of the labor area surrounding the facility;
 - The size of the minority unemployment forces in the area surrounding the facility;
 - The percentage of the minority workforce as compared with the total workforce in the area
 - The availability of minorities having requisite skills in the immediate labor area;
 - The availability of minorities having requisite skills in the reasonable recruitment area;
 - The availability of promotable and transferable minority employees in the company;
 - The existence of institutions capable of training persons in the requisite skills; and
 - The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

Compliance with Sex Discrimination Guidelines

It has been and continues to be the policy of CDP Engineers, Inc. not to discriminate on the basis of sex. To this end, we continue to do the following:

Recruitment and Advertisement

CDP Engineers, Inc. actively recruits both men and women for all jobs. Referral sources, when utilized, are informed that CDP Engineers, Inc. has no specific sex preference and seeks only qualified applicants without regard to race, color, sex, religion, or national origin.

Advertisements, when placed, are put in a general category with no sex preference indicated. All advertisements are followed by the statement, "Equal Employment Opportunity – M/F/D."

Job Policies and Practices

All written personnel policies clearly state that all policies and practices apply to every employee on an equal basis regardless of the sex of the employee.

All employees have equal opportunity for any job for which they are qualified. Sex is not considered a bona fide occupational qualification for any job within CDP Engineers, Inc.

No distinction is made between the sexes with regard to opportunity, wages, hours, benefits or other conditions of employment.

There is no distinction between the employment treatment or termination of a woman or a man based on marital status. Also, CDP Engineers, Inc. does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.

CDP Engineers, Inc. provides appropriate and comparable physical facilities for both female and male employees.

No difference is made between women and men as to retirement age for any particular job.

Both women and men are eligible for all training programs and benefits offered by CDP Engineers, Inc. CDP Engineers, Inc. encourages women to participate in management training programs both in-house and outside CDP Engineers, Inc.

Compliance with Guidelines on Discrimination Because of Religion or National Origin

Equal Employment Policy

CDP Engineers, Inc. communicates its obligation to provide equal employment opportunity without regard to religion or national origin to all employees, including executives, managers and supervisors.

Internal procedures exist at CDP Engineers, Inc. to implement equal employment opportunity without regard to religion or national origin.

Disadvantaged Business Enterprise (DBE)

CDP Engineers, Inc. has contacted local government to obtain current listings of Disadvantaged Business Enterprise (DBE) subcontractors for referrals, including consulting engineers, single commodity consultants, planning consultants and utility rate "Cost of Service" study experts.

Active support is given to this program and other programs that are concerned with enhancing the employment opportunities of minorities and females.

EXHIBIT A

Equal Employment Opportunity Policy

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CDP Engineers, Inc. will be based on merit, qualifications, and abilities. CDP Engineers, Inc. does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age disability, family care leave status, veteran status, marital status, sexual orientation or any other characteristic protected by law.

CDP Engineers, Inc. will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. CDP Engineers, Inc. prohibits harassment of any individual on the basis of any characteristic listed above. For information regarding CDP Engineers, Inc.'s internal policies for addressing complaints of harassment, please refer to CDP Engineers, Inc.'s Anti-Harassment Policy.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination because they: (1) file a complaint with CDP Engineers, Inc. or with federal, state, or local agencies; (2) assist or participate in any investigation, compliance review, hearing, or any other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action statute; (3) oppose any act or practice made unlawful by federal, state or local law requiring equal employment opportunity or affirmative action; or (4) exercise any other employment right protected by federal, state or local law or its implementing regulations.

CDP Engineers, Inc. maintains an audit and reporting system to determine overall compliance with its equal employment opportunity mandates and to respond to any specific complaints applicants or employees file with the equal employment opportunity office. Overall responsibility for the implementation of the equal employment opportunity program and for affirmative action compliance activities for CDP Engineers, Inc. is assigned to David D. Carter who may be reached at (859) 264-7500.

EXHIBIT B

Anti-Harassment Policy

CDP Engineers, Inc. is committed to providing a workplace free of sexual harassment, intimidation, threats, coercion or discrimination (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions) as well as harassment, intimidation, threats, coercion or discrimination based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care leave status, or veteran status.

CDP Engineers, Inc. strongly disapproves of and will not tolerate harassment of employees by managers, supervisors or coworkers. Similarly, CDP Engineers, Inc. will not tolerate harassment by its employees of non-employees with whom CDP Engineers, Inc. has a business, service, or professional relationship.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures or cartoons regarding an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care leave status or veteran status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments and unwelcome sexual advances.

You should report any incident of harassment, including work-related harassment by any CDP Engineers, Inc. personnel or any other person, promptly to your supervisor or manager, (or to any member of management). Managers who receive complaints or who observe harassing conduct should inform David D. Carter immediately. CDP Engineers, Inc. emphasizes that you are not required to complain first to your supervisor if your supervisor is the individual who is harassing you.

Every reported complaint of harassment will be investigated thoroughly, promptly, and in a confidential manner. In addition, CDP Engineers, Inc. will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to David D. Carter or any other manager.

In the case of CDP Engineers, Inc. employees, if harassment is established, CDP Engineers, Inc. will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

Appendix D: Reference Letters

RIDGEWATER





TRANSPORTATION CABINET

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

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

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 constructed 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,

A handwritten signature in black ink that reads "Daniel R. Peake".

Daniel R. Peake,
Project Manager



An Equal Opportunity Employer M/F/D

LETTER OF REFERENCE

From:

 x Past Client
 Past Employer
 Codes Official

Reference Relating to: Advanced Mulching Technologies, Inc. DBA EcoGro
(Please print name of individual and/or company applying for a license)

Address: PO BOX 22273, Lexington, KY 40522

The above named individual and/or company is applying for a contractor's license in the State of Tennessee. Please give any information you can relating to their construction experience. You can greatly assist both applicant and Board by furnishing this information in detail. (PLEASE PRINT OR TYPE)

1. How long have you known the owner(s)/principals? 5 years

2. What has been your general experience with the above?

The principal members of this company have constructed two major stream restorations as subcontractors to the University of Louisville Stream Institute. Their work is excellent. It is my opinion that they are one of the most qualified stream restoration construction companies in the eastern US. I am especially impressed with their ingenuity in adapting restoration designs to complex field conditions.

2. What is your business opinion of the above?

The company constructs restoration projects to a quality that exceeds designers expectations and contract requirements. Their costs are in-line with similar companies. They complete projects on budget and on time.

4. Do you recommend a state license be granted to the above? Explain.

Yes, I highly recommend that a state license be granted to this company. The company principal personnel have several years experience in constructing high quality stream restoration projects. The principal personnel include a professional engineer that takes full responsibility for the quality of the work and the timely completion of the work. The company is serious about compliance with municipal, state, and federal regulations that affect job safety, flood potential, and the environment.

5. Please mention other comments you would like to include regarding the applicant.

The principals of this company are about to finish construction on a complicated urban stream restoration in Lexington, KY. Their innovative thinking has been a key in the cost effective design and construction of this restoration. I highly recommend this company.

This form is being completed by:

Arthur C. Parola, Jr., PhD, Director of the Stream Institute, University of Louisville
(Print Name) (Name of Company/Client or list "Homeowner")

Mailing Address:

Department of Civil and Environmental Engineering, University of Louisville, Louisville, KY 40292

Telephone Number: 502-852-4599 Email a.c.parola@louisville.edu

Arthur C. Parola, Jr. 15 September 2009
(Signature) (Date)

NOTE: All reference letters must be from a past client, employer or codes official commenting on experience. Out of state letters are acceptable; family member references are not acceptable.

City of Frankfort

Capital of Kentucky

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

www.frankfort.ky.gov

Mayor
William I. May, Jr.

Commissioners

Lynn Bowers
Tommy Haynes
Katie Flynn Hedden
Robert E. Roach

July 25, 2013

To Whom It May Concern:

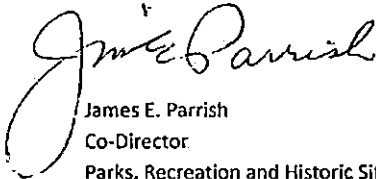
This letter is in reference to the design and construction that the EcoGro/Ridgewater Team did for the Cove Spring Park Stream and Wetlands Restoration Project in Frankfort, KY in 2012-2013. The project was funded by the Kentucky Department of Fish and Wildlife Resources and administered by the City 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 



Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray
Mayor

Richard Moloney
Commissioner

September 10, 2013,

To Whom It May Concern:

This letter is in regards to the opportunities I have had to work with the EcoGro/Ridgewater team and to describe some of the benefits they can provide to your project. My first acquaintance with Jim Hannsen and Eric Dawalt occurred approximately three years ago as they provided a very informative and eye-opening tour of their newly constructed urban stream restoration project at MillCreek Elementary in Lexington, Ky. The project was impressive enough with their unique and innovative approach to stream restoration with applications to hydrology, hydraulics, water quality, vegetation and the entire floodplain but what I was most impressed by was their devotion to the details necessary for success of the project in the future. This loyalty to the last detail has been exhibited on every project I have worked with them on since and what I believe has made the difference between an exceptional project worth bragging about versus just a finished project.

Since our first meeting, I have worked directly with them on three different projects in Fayette County and have observed several additional projects of theirs in Fayette and surrounding counties. The projects in Fayette County are through the Lexington-Fayette Urban County Government - Division of Water Quality (LFUCG-DWQ) Stormwater Quality Incentive Grants Program which provides funds to local entities for projects that provide benefits of improved water quality and reduced flooding for the community. Projects that EcoGro/Ridgewater has taken the lead on include the following; Community Montessori School Stream Restoration Project, Clays Mill Elementary-Springs Branch Stream Restoration Project, Lexmark Stormwater Improvement and Education Project and the Coca-Cola Rain Garden/Rainwater Harvest Project. Through each of these projects, I have observed that they make it a goal to be the best in their field and leaders in the latest innovation. I frequently receive emails from Eric or Jim about some new research, advancement or method being tried in the engineering or water resource related fields that they are anxious to incorporate. They have also demonstrated that they are not afraid to admit to a wrong turn and quick to modify their actions when the anticipated results do not appear to be as desired. It is my belief that the values and ethics inspired by the leadership of this team is shared throughout as shown by the hard work, dedication and respect shown by each member of the team.

It has been my pleasure to work with the EcoGro/Ridgewater Team and I would recommend them for any stream restoration, water quality improvement or other water resource type project. Please feel free to contact me regarding their past projects mentioned above or if you have any other questions.

Sincerely,

Benjamin Krebs, P.E., CFM
Municipal Engineer Sr.
LFUCG-DWQ
Lexington, KY
859-258-3426
bkrebs@lexingtonky.gov



BLUEGRASS STATION DIVISION

KENTUCKY DEPARTMENT OF MILITARY AFFAIRS

5751 Briar Hill Road, Building 18

Lexington, Kentucky 40516-9721

Phone (859) 293-4212 FAX (859) 293-4215



June 15, 2009

To Whom It May Concern:

This letter is in reference to the Ridgewater/EcoGro Team's construction of the Bluegrass Station Stream Mitigation Project in Avon, Kentucky.

Bluegrass Station is a light industrial park with a wide variety of tenants and operations, and any contractors that perform work at our facility must strictly adhere to procedures involving access and security. Ridgewater/EcoGro was working under contract with the Kentucky Transportation Cabinet, but as the property owner, Bluegrass Station was closely involved in all aspects of the project.

The Ridgewater/EcoGro Team did an outstanding job and I would highly recommend them for future work. Not only was the finished product beautiful and acclaimed by all agencies associated with the project, but the Ridgewater/EcoGro personnel were unfailingly responsive and easy to deal with and were very helpful in minimizing disruption to Bluegrass Station operations, and even went beyond their scope of work to increase the benefit Bluegrass Station drew from the project.

If you would like additional information about the Ridgewater/EcoGro Team, feel free to contact me at (859) 293-4213.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Logsdon".

Gary Logsdon
Environmental Manager



<http://www.kentuckyunbridledspirit.com/>

Appendix E: Hourly Rates



HOURLY AND UNIT RATES FOR CONSTRUCTION



RIDGE WATER

Project: LFUCG RFP #15-2019 Coldstream Mon. and Maint.
 Location: Fayette Co., Kentucky
 By: JMH
 Date: 4/8/2019
 Checked by: ELD
 Date: 4/8/2019

	Rate	Unit
--	------	------

Equipment (with Operator)		
1	Trackhoe (PC160 with hydraulic thumb)	\$130.00 HR
2	Trackhoe (PC 200 or equivalent)	\$150.00 HR
3	Trackhoe (PC 220 or equivalent)	\$170.00 HR
4	Skid Steer Tracked (3,000 lb. capacity with bucket & grapple)	\$110.00 HR
5	Hoe Ram (PC210 w/ hammer)	\$230.00 HR
6	Dozer (CAT D4 or equivalent)	\$115.00 HR
7	Dozer (CAT D5 or equivalent)	\$130.00 HR
8	6x6 Dump Truck (20 CY)	\$210.00 HR
9	6x6 Dump Truck (25 CY)	\$280.00 HR
10	Single Axle Dump Truck	\$70.00 HR
11	2" Wacker Pump and Hoses	\$150.00 Day
12	4" Wacker Pump and Hoses	\$200.00 Day

Labor		
20	Laborer-Level 1	\$45.00 HR
21	Laborer-Level 2	\$60.00 HR
22	Superintendent/Layout	\$75.00 HR
23	Environmental Specialist / Chemical Applicator (Incl. material)	\$75.00 HR
24	Project Manager	\$90.00 HR
25	Professional Engineer	\$130.00 HR
26	Engineering Manager	\$160.00 HR

Miscellaneous		
30	Initial Mobilization/Final Demobilization	\$500.00 EA
31	Mobilize Heavy Equipment, each way	\$400.00 EA
32	Storage, Sanitary Facilities, misc. tools	\$250.00 WEEK
33	400 g/SY Coir Blanket -Installed with 3 hardwood stakes/SY	\$5.50 SY
34	700 g/SY Coir Blanket - Installed with 3 hardwood stakes/SY	\$6.50 SY
35	Jute Netting-Installed with 1 softwood stake/SY	\$3.50 SY
36	Other Equipment, Labor, & Materials	Cost + 15%
37	Subcontractors	Cost + 15%

Assumptions/Clarifications:		
1	Assumes 10 hr. work day, 40 hour work week.	
2	Based on Diesel fuel costs up to \$3.00/gal, adjust hourly rate if higher.	
3	Minimum usage of one week for Equipment rate.	
4	All private utilities will be marked by owner prior to construction. Any utilities not marked that are damaged will be responsibility of owner.	
5	All permits needed are assumed to be obtained by owner or others.	



eco

RIDGEWATER

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____
FOR _____

CONSULTANT

OWNER

Name	_____	Lexington-Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

Two originals of this work order shall be executed by the Consultant and returned to Owner. A fully executed copy will be returned to the Consultant.

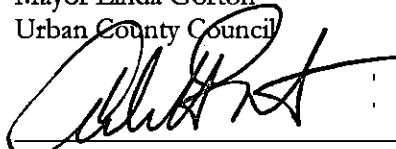
MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: April 25, 2019

SUBJECT: Request approval of Ecological Services Contract Agreement with Advanced Mulching Technologies, Inc. DBA EcoGro for Post-Construction Monitoring, Reporting, and Maintenance of the Coldstream Park Stream Corridor Restoration and Preservation Project

Request

The approval of an Ecological Services Contract Agreement with Advanced Mulching Technologies, Inc. DBA EcoGro for the post-construction monitoring, reporting, and maintenance of the Consent Decree Supplemental Environmental Project (SEP) completed at Coldstream Park. Advanced Mulching Technologies, Inc. DBA EcoGro was one of two respondents and they were the lowest cost submitter.

Why are you requesting?

In order to construct The Coldstream Park Stream Corridor Restoration and Preservation SEP, LFUCG had to obtain a Water Quality Certification (WQC) from the Kentucky Division of Water. A condition of the WQC requires a minimum of five years of post-construction monitoring and reporting to ensure the project is achieving the success criteria that were selected for this project.

What is the cost in this budget year and future budget years?

The cost for FY19 is \$54,312.00. The cost for FY20 - FY22 is \$39,060 per year and the cost for FY23 is \$51,972.

Are the funds budgeted?

BA 9981 is in process to cover the cost for FY19 and if approved will be available here:

FUND	DEPT ID	SECTION	ACCOUNT	REF	NAME
4052	303204	3321	71223	2019	STORM_MAIN CONSENT_DE

Director/Commissioner: Martin/Albright

