



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

June 12, 2025

INVITATION TO BID #78-2025 Greenway Maintenance

Bid Opening Date: June 26, 2025

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

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

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

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

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

Submitted by: HGS, LLC dba RES _____ *Firm Name*

2307 Greene Way, Suite B _____

Address

Louisville, KY 40220 _____

City, State & Zip

Bid must be signed:

Signature of Authorized Company Representative – Title

Neil Guthals - State Business Manager _____

Representative's Name (Typed or printed)

502-625-3009 Ext. 4719 _____

Area Code - Phone – Extension

Fax #

nguthals@res.us _____

E-Mail Address

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught.

Neil A. Guthals

STATE OF

Kentucky

COUNTY OF

Jefferson

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

My Commission expires: June 18, 2028

Sabrina Marie Northington
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP89759
My Commission Expires June 18, 2028

Sabrina Northington
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

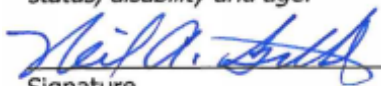
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment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

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

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

Bidders

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


Signature

HGS, LLC dba RES
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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

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


Signature


Date

WORKFORCE ANALYSIS FORM

Name of Organization: HGS, LLC dba RES

The following Workforce data reflects the staff within Kentucky only.

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		17	12				1							1		17	14
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical							1										1
Skilled Craft																	
Service/Maintenance																	
Total:		17	12				2							1		17	15

Prepared by: Valentina Granadillo, HR Generalist

Date: 6 / 19 / 2025

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

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



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

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

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

**LEXINGTON****LFUCG MWDBE PARTICIPATION FORM****Bid/RFP/Quote Reference #** #78-2025 Greenway Services

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting Abbie Jones 1022 Fontaine Rd Lexington, KY 40502 859.559.3443 abbie@abbie-jones.com	WBE	Land Survey	TBD	TBD
2.				
3.				
4.				

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

HGS, LLC dba RES**Company**6/26/2025**Date****Company Representative**STATE BUSINESS MANAGER**Title**



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # #78-2025 Greenway Services

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.	*RES does not anticipate the need of substituting the proposed WBE firm but will in the event it becomes necessary.				
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.

HGS, LLC dba RES

Company

6/26/2025

Date

Company Representative

STATE BUSINESS MANAGER

Title

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

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

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

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

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

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

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

OUTREACH EFFORTS EVALUATION

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

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

Proposer Name:	<u>HGS, LLC dba RES</u>	Date:	<u>June 26, 2025</u>
Project Name:	<u>Greenway Maintenance</u>	Project Number:	<u>#78-2025</u>
Contact Name:	<u>Jennifer Shelby</u>	Telephone:	<u>502.625.3009</u>
Email:	<u>jshelby@res.us</u>		

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

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

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

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

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

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

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

« Abbie Jones Consulting »

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

Yes ☒ No ☐

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

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

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

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

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

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

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

 We have a WBE member on the team. 

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

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

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

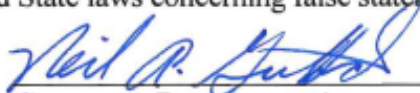
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

HGS, LLC dba RES

Company

6/26/2025

Date



Company Representative

STATE BUSINESS MANAGER

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00410168

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

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

1.0 SCOPE OF WORK

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

1.2 Services shall include, but not be limited to:

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

2.0 CONTRACT TERMS

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

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

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

3.0 ROUTINE AND EMERGENCY QUOTES

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

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

4.0 MATERIALS

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

5.0 LABOR AND SUPERVISION

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

6.0 CONTRACTOR CARE, CUSTODY, AND CONTROL OF THE WORK

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

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

7.0 SAFETY

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

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

8.0 HAULING AND DISPOSAL

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

9.0 WARRANTY

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

10.0 STANDARDS

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

11.0 BILLING AND PAYMENT

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

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

11.5 Payment Terms are Net 30.

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

REQUIRED SUBMITTAL

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

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

Design Services

D1. Streambank stabilization and/or stream restoration design

D2. Green infrastructure design (bioswales, rain gardens, constructed wetlands, etc.)

D3. Native landscaping design (pollinator gardens, stream buffers, prairie, etc.)

Installation & Maintenance Services

M1. Forest management and tree maintenance

M2. Invasive species identification and removal

M3. General maintenance of naturalized, planted, and green infrastructure areas including weeding, pruning, mowing (turf and pasture), trash collection, woody debris removal, etc.

M4. Native landscaping installation (pollinator gardens, stream buffers, prairie, etc.)

M5. Streambank stabilization and/or stream restoration construction

M6. Green infrastructure installation (bioswales, rain gardens, constructed wetlands, etc.)

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

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

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

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

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

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

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

Lexington-Fayette Urban County Government

#78-2025 Greenway Maintenance

Lexington, Kentucky





1.0 Cover Letter & Statement

June 26, 2025

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

RE: Request for Qualifications #78-2025 Greenway Maintenance

Dear Mr. Slatin,

RES¹ is pleased to provide our Design Services qualifications for #78-2025 Greenway Maintenance to Lexington-Fayette Urban County Government (LFUCG). RES is a national company, with two local offices in Louisville and Frankfort, Kentucky, focused on restoring a resilient earth for a modern world using nature-based solutions.

RES has over 26 years of local experience providing stream/wetland ecological restoration and green stormwater infrastructure planning, design, implementation, and monitoring across Kentucky, in a variety of settings, and for a range of public and private clients. Our local staff provides high-quality services and a local focus for projects in Kentucky, but with the resources and support that come with being a part of the nation's largest ecological restoration and nature-based solutions company.

RES has the expertise and capacity to provide the requested services. To complement our capabilities, RES has partnered with Lexington-based Abbie Jones Consulting, a Certified Women Owned Small Business, for any surveying and utility location required.

This submittal displays that our proven, trusted team of professionals (Appendix A) in the Bluegrass region possess the relevant experience and qualifications to successfully assist LFUCG in the design and implementation of projects that may include streambank stabilization and/or restoration, green infrastructure and native landscapes.

Business License is included in Appendix B and required forms have been uploaded separately.

We are ready to begin work immediately on the required services. We are eager to have the opportunity to work for the LFUCG and appreciate your consideration of the RES Team.

A handwritten signature in blue ink that reads "Demetria Kimball-Mehlhorn".

Demetria Kimball-Mehlhorn

Client Solutions Manager
dkimball-mehlhorn@res.us | 502.576.3788

A handwritten signature in blue ink that reads "Jennifer Shelby".

Jennifer Shelby

Engineer IV, Design Team Lead
jshelby@res.us | 502.625.3009

¹ HGS, LLC is a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES"). RES is a national operating company focused on restoring a resilient earth for a modern world, project by project.

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2.0 RES Overview

As the nation's largest nature-based solutions company, Resource Environmental Solutions, LLC ("RES") supports the public and private sectors with durable, resilient infrastructure for communities through solutions for environmental and ecological restoration, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, grassland, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of clients, communities, and resources. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now employs 930 dedicated staff in 48 operational hubs across the country, including **32 specialists in our regional offices in Frankfort and Louisville.**



Services will be provided by the Kentucky-based RES Team members that you know and trust while having access to the resources and deep knowledge base of a national leader in nature-based solutions for stormwater management and ecological restoration.

Our work in the Bluegrass region of Kentucky includes multiple projects designing and implementing highly visible stream restoration, invasive species control, green infrastructure for stormwater management/treatment, and wetland restoration that required significant community involvement to achieve attractive and high-functioning projects. Clients for these projects include LFUCG, the City of St. Matthews, Parklands of Floyds Fork in Jefferson County, the Louisville and Jefferson County Metropolitan Sewer District (MSD), Oldham County, Warren County Stormwater, and the City of Radcliff. ***We take great satisfaction in seeing the outcomes of restoration—streams exhibiting natural function in an urban setting, improved open spaces, blooming native flowers, protection of a diminishing habitat, and more.***

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, civil and environmental engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members, as well as government affairs, public relations, financial, legal and analytical staff.

RES' experience includes:

- Restoration, enhancement, and preservation of 77,899 acres of wetlands
- Restoration of over 690 miles of streams
- Rehabilitation, preservation, and/or management of over 20,401 acres of special-status species habitat
- Currently conducting monitoring and maintenance (including invasive species management) for over 88,429 acres of mitigation and restoration habitat
- Design and construction of over 356 stormwater management facilities
- Planting of over 28,140,473 trees across all operating regions
- Development and operation of nurseries in six states including the largest coastal nursery in Louisiana
- Long-term protection and conservation of over 88,429 acres



We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.



2.1 Capacity of the Team

The RES Team has been assembled for our cumulative knowledge, common sense approach to projects, and long-time working relationships. The depth of the team ensures the successful and timely completion of the projects by providing overlapping specialties. Our team is uniquely qualified to meet the multi-faceted project goals, including experience using stakeholder involvement to inform design of nature-based restoration and improvements in a functional, aesthetic, and technically sound manner. Our team is located near the anticipated project sites and has sufficient experienced and qualified staff to provide capacity to ensure successful project completion within the necessary schedules.

2.1.1 Design, Stormwater Modeling, Plan Production, and Construction Administration

The RES Team has extensive experience planning and implementing stormwater basin retrofits; designing and constructing stream and wetland restorations; designing and implementing native planting plans; and designing and constructing stormwater treatment solutions such as vegetated swales, bioretention areas, and constructed stormwater wetlands – all in a variety of community settings. Our dedicated and experienced team of civil and environmental engineers; landscape architects; designers; geomorphologists; ecologists; aquatic biologists; and plant specialists work collectively to develop successful, high-functioning, and sustainable BMP designs appropriate to a site's conditions and constraints. ***Our team partner Abbie Jones Consulting, a certified Women Owned Business, will ensure that topography, utilities, and easement data are collected, if needed, for projects and they can also survey and provide as-built drawings of constructed conditions.***

We pride ourselves on the production of detailed construction plans and specifications that contractors can successfully implement. Our team members have performed construction oversight for more than 80 ecological/restoration projects throughout Kentucky, including within Lexington/Fayette County. We understand the importance of working with stakeholders to design projects that exceed goals and coordinating with contractors to ensure projects are constructed per drawings and specifications.

Our experience performing construction oversight gives us important insight into design and we have a record of developing successful projects with reasonable costs and timelines.



2.1.2 Permitting

The RES Team is well positioned to manage all regulatory approvals required for these projects. We have extensive experience with local, state, and federal permitting gained through decades of performing ecological/environmental projects, and we utilize that experience of the nuances in Sections 404 and 401 of the Clean Water Act permitting and recent regulatory changes to assist clients in the completion of projects within complicated schedules. We have excellent working relationships with local, state, and federal agency representatives, having performed hundreds of permitting projects. With a deep in-house staff to provide biological services, we can perform biological surveys, Biological Assessments, and consultations under Section 7 of the Endangered Species Act (ESA), if needed.

We also have extensive experience in working with the Kentucky Division of Water (KDOW) and local communities to obtain state and local floodplain construction and site disturbance permits. We have coordinated Memorandums of Agreement (MOAs) with utility companies and worked with railroads to ensure the protection of ecological restorations.

2.1.3 Monitoring

The RES Team's civil and environmental engineers, designers, wetland scientists, ecologists/plant specialists, and aquatic biologists have performed extensive geomorphology, vegetation, biology, and water quality monitoring for ecological restoration and stormwater BMP projects. Early identification of project maintenance needs through monitoring is essential to achieving lasting ecological improvement.

We understand monitoring for compliance with state and federal permits, including annual success monitoring of mitigation projects, including annual data analyses and reporting to demonstrate that a project is on the trajectory to success and sustainability. Our experience performing post-restoration monitoring gives us important insight into future project development and design and we have a record of developing successful projects.

2.1.4 Experience Summary

The RES team has completed more than 80 projects across Kentucky related to stream and wetland restoration, green infrastructure, and nature-based stormwater BMPs. Twelve projects involved green infrastructure or stormwater BMP design, management, and/or monitoring; and seven projects involved naturalized stream restoration in a stormwater basin or other basin setting within the Bluegrass region. The RES Team possesses the diversity, capacity, and practical work experience needed to perform all tasks required to successfully complete any nature-based solutions, including streambank stabilization and/or restoration, green infrastructure and native landscapes design.





3.0 References

RES presents the following professional references for recent projects that are similar in scope to the work required under this contract. Detailed descriptions of each project, including services performed, project cost, and photos are provided on the full project writeups included in the next section of this proposal.

Ms. Nikki Koller, Director

Warren County Stormwater

1141 State Street, Suite 201

Bowling Green, Kentucky 42101

nikki.koller@ky.gov | 270.746.7400

- Stormwater Quality Improvements in Romanza Johnson and Phil Moore Parks

Mr. Rob Lewis, PE, Administrative Coordinator

KY Wetland and Stream In-Lieu-Fee Mitigation Program, KY Department of Fish and Wildlife Resources

#1 Sportsman's Lane

Frankfort, Kentucky 40601

rob.lewis@ky.gov | 502.545.4772

- Big Rivers WMA Wetland and Stream Restoration Project

Mr. Brandon Flaherty, PE, Collaborative Delivery Program Administrator

Louisville / Jefferson County Metropolitan Sewer District

700 W. Liberty Street

Louisville, Kentucky 40203

brandon.flaherty@louisvillemsd.org | 502.540.6632

- 346 S. Peterson Stream and Wetland Restoration Project

Mr. David Curry

Engineering Department, City of Radcliff

411 West Lincoln Trail Blvd.

Radcliff, Kentucky 40160

david.curry@radcliffky.gov | 270.351.4714

- Happy Valley Flood Mitigation and Stream Restoration Projects

Mr. Scott Fennell, PE, Director

Northern Kentucky University – Center for Environmental Restoration

Small Business Incubator Building, Bay 4, Suite 20

90 Campbell Drive

Highland Heights, Kentucky 41099

fennells@nku.edu | 859.448.8949

- Stephens Creek Stream Restoration Project

Mr. Christopher Fogt, Landfill Operations Manager

Waste Management – Environmental Legacy Management Group (Mideast)

4636 Adams Center Road

Fort Wayne, IN 46806

260.409.8245 | cfogt@wm.com

- Campground Natural Area



4.0 Project Experience

Romanza Johnson Park and Phil Moore Park Stormwater Quality Improvement Projects

Warren County Public Works, Division of Stormwater Management | Warren County, Kentucky



RES Kentucky was contracted to perform stormwater quality improvement projects within Romanza Johnson Park, located adjacent to Trammel Creek, and Phil Moore Park, located adjacent to Drakes Creek in Warren County, Kentucky. This project involved development of a Site Master Plan for proposed park and stream features, including streambank stabilization, replacement of a low water crossing with a constructed riffle, trail/access improvements, vegetated stormwater swales, native planting specifications, kayak/canoe launch improvements, outdoor classrooms, educational signage, and a pavilion.

Due to the proposed in-stream activities associated with streambank stabilization and riffle construction, coordination with the U.S. Fish and Wildlife Service (USFWS) was needed to ensure that no federally listed species would be impacted. The consultation with the USFWS required completion of a mussel survey in both Trammel Creek and Drakes Creek within the project area, as well as submittal of a Biological Assessment to the USFWS.

The project also required permits under the Clean Water Act from both the U.S. Army Corps of Engineers (USACE) and the Kentucky Division of Water (KDOW). RES Kentucky submitted separate permit applications for both the Romanza Johnson and Phil Moore Parks to the USACE and KDOW. The permit packages included a delineation of jurisdictional waters, proposed activities in each park, and consultation approval from the USFWS.

The activities in both parks are within the 100-year floodplain. RES Kentucky submitted floodplain permit applications to the KDOW for both parks, coordinated the required public notice publications, and consulted with the KDOW during their review of the projects. A HEC-RAS model was developed for Romanza Johnson Park to confirm that removing a low water crossing and replacing it with a constructed riffle would not raise the 100-year Base Flood Elevation.

RES Kentucky prepared construction documents (plan set, detail, and opinion of probable cost) for both parks. RES Kentucky performed bid administration services, including preparation of a bid package for review and use by construction contractors, completion of a pre-bid meeting with potential contractors, preparation of addenda addressing comments and questions, and coordination with Warren County Public Works regarding the bids received. RES Kentucky subsequently provided construction oversight and both projects are now complete. Both are highly improved, safer areas frequented for recreation.

AT A GLANCE

Client Contact

Ms. Nikki Koller
Director, Stormwater
Nikki.koller@ky.gov 270.746.7400

Contract Value

\$150,200

Project Size

~95 Acres

Contract Period

June 2021 – Ongoing

Project Highlights

- Improved water quality and stream access in each park to enhance aquatic habitats and support environmental education and recreation.
- Reconstructed a riffle to replace an ineffective low water crossing with culverts in Trammel Creek to restore natural aquatic habitat while maintaining stream grade.
- Designed and implemented boulder and wood bank stabilization.
- Used hydraulic modeling to validate the riffle design and confirm no adverse impacts from removing the low water crossing.
- Project included kayak ramp/launch, pathways, and native plantings.

Key Staff

- Bradley Anderson, PE, CPESC, Engineering Manager
- Matthew Wyatt, PE, Engineer II
- Christa Korfhagen, Designer II
- Sam Stevenson, EIT, Engineer II

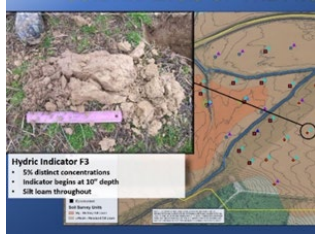


Big Rivers WMA Wetland and Stream Restoration Project

Kentucky Department of Fish and Wildlife Resources – Kentucky Wetland and Stream In-Lieu-Fee Program | Union County, Kentucky



This project to date consists of site assessment, including detailed soil sampling, within the 65-acre project site and design development for wetland and stream restoration. The site is within a Wildlife Management Area (WMA) in the Green River Service Area, and the project is in support of the Kentucky Wetland and Stream In-Lieu-Fee (FILO) Program.



Typical for this region, assessments identified the project site has been modified for agricultural purposes with enhanced drainage, including subsurface drainage tiles and surface drainage swales. The proposed restoration will re-establish two intermittent streams totaling 3,497 linear feet with a more natural meander pattern, appropriate geomorphic position, and increased instream habitat. Historic drainage modifications will be undone to re-establish 40.6 acres of bottomland hardwood forested wetland.



A detailed planting plan was developed to establish site-specific, native riparian and wetland vegetation using both traditional planting and grove planting approaches. The grove planting approach is an innovative approach being implemented on this project.



Extensive data collection and review of reference streams and wetlands within the project ecoregion were performed to support the design. A mini bankful regional curve was developed to aid determination of stream design dimensions. Continuously logging water level loggers were installed to evaluate pre-restoration stream hydrology. Additionally, detailed hydrologic and 2-D hydraulic modeling was performed to guide and verify the stream and wetland restoration design.



AT A GLANCE

Client Contact

Mr. Rob Lewis, PE
Administrative Coordinator
KY Wetland and Stream In-Lieu-Fee Program
502.545.4772
rob.lewis@ky.gov

Contract Value

\$272,100

Project Size

65-acre mitigation site / 3,715 LF stream and 40.6 acres wetland

Contract Period/Status

2018-present, construction ongoing

Project Highlights

- Detailed soil analyses
- Stream level monitoring with water level data loggers
- Access road design
- 2D hydraulic modeling to support stream and wetland design
- Innovative grove tree planting approach

Key Staff

- Bradley Anderson, PE, CPESC
Engineering Manager
- Jennifer Shelby, PE, CPESC
Engineer IV
- Blair Borries, Designer IV
- Benjamin Deetsch, Ecologist IV

Services provided for the project included:

- Extensive site and reference data collection and assessment, topographic survey, water/wetland delineation, pre-restoration baseline macroinvertebrate sampling, and installation/maintenance of three water level loggers to continuously document stream water level
- Mitigation plan preparation, 404/401 permit preparation, and archaeological survey coordination
- Presentation of preliminary design approach and mitigation credit estimates to interagency review team (IRT), along with other regulatory coordination
- Preparation of 30%, 70%, and 100% restoration designs, construction drawings, and cost estimates
- Preparation of technical specifications and bid documents
- Providing construction oversight



346 South Peterson Avenue Stream and Wetland Restoration Project

Louisville and Jefferson County MSD | Jefferson County, Kentucky



This project involved the restoration of 480 linear feet of intermittent stream and 0.1 acre of adjacent wetlands to improve water quality, aquatic habitat, and ecological functions within the Beargrass Creek watershed. The project was funded by Louisville and Jefferson County Metropolitan Sewer District (MSD) and completed in coordination with the Louisville-Jefferson County Environmental Trust and the residential landowner. The project is located in a developed area near the historic Crescent Hill Neighborhood of Louisville. Restoration options were constrained by existing wetlands, utilities, and roadways.

Prior to restoration, the existing stream was highly embedded with fine sediment and lacked a natural meander pattern due to historic channelization. A historic pond was located adjacent to the stream that provided minimal aquatic habitat prior to restoration. Invasive species comprised the majority of the riparian vegetation.

Restoration included:

- floodplain restoration and creation of a stream-wetland complex
- construction of instream habitat and grade control structures (constructed riffles, boulder J-hooks, boulder steps, rock and wood toes, and livestaking)
- slope stabilization to reduce erosion and protect urban infrastructure
- construction of a channel and dissipation pool to address stormwater inflow to the restoration reach
- foliar herbicide treatment to target invasive species
- selection and installation of site-specific, native seed, trees, and shrubs along the restored stream and wetland to re-establish riparian corridors

Services provided included:

- preparation and coordination of local, state, and federal permitting (permits included Nationwide Permit 27, Individual Water Quality Certification, Stream Construction/Floodplain, General KPDES, and local floodplain permit applications)
- preparation of Draft and Final stream restoration design plans and Erosion Prevention and Sediment Control Plan/Stormwater Pollution Prevention Plan
- coordination with MSD and regulatory agencies
- preparation of an engineer's cost and quantities estimate
- performance of bid administration and construction oversight
- performance of post-construction success monitoring

Construction of the stream restoration activities was completed in the fall of 2020. Monitoring was accomplished for two years, and the site has been released from monitoring by the USACE and KDOW.

AT A GLANCE

Client Contact

Mr. Brandon Flaherty, PE
Louisville & Jefferson County MSD
700 West Liberty Street
Louisville, KY 40203
502.540.6632
brandon.flaherty@louisvillemisd.org

Contract Value

\$155,600

Project Size

480 LF stream and 0.1 acre of wetland

Contract Period/Status

2019-2023

Project Highlights

- Natural channel design in a constrained, developed setting to restore a stream and wetland as an ecologically improved community amenity
- Hydraulic modeling to verify stream design
- Performed permitting, design, and construction oversight
Performed post-restoration monitoring and coordinate successful release by regulatory agencies

Key Staff

- Bradley Anderson, PE, CPESC, Engineering Manager
- Blair Borries, Project Manager, Designer IV



Happy Valley Flood Mitigation and Stream Restoration Project

City of Radcliff | Hardin County, Kentucky

RES was contracted for stream mitigation and monitoring services in support of the City of Radcliff stormwater management project in Radcliff, Hardin County, Kentucky. The Happy Valley Flood Mitigation and Stream Restoration projects involved the construction of four stormwater basins and utilization of one area for fill deposition in order to alleviate flooding issues by providing flood storage during storm events. The project consisted of five site locations totaling approximately 44 acres located along the west side of Dixie Highway (US 31W). The project impacted 3,120 linear feet of intermittent stream, 3,640 linear feet of ephemeral stream, and 0.09 acre of wetland. Mitigation for project impacts included the re-establishment of 3,170 linear feet of intermittent stream and 3,595 linear feet of ephemeral stream.

Services for this project included:

- In-house research and mapping
- Water/wetland delineation and permitting of project areas
- Threatened/endangered species survey and habitat assessment
- Topographic survey of intermittent stream reaches to be restored
- Collection of geomorphological data and evaluation of sediment transport data for existing stream reaches
- Preparation of draft and final stream restoration design plans
- Completion of a HEC-RAS analysis of the proposed stream restoration design
- Submittal of joint nationwide permit 27 and 43 / water quality certification application packages to USACE and KDOW
- Submittal of stream construction/floodplain KDOW permit applications
- Preparation of erosion prevention and sediment control plan and stormwater pollution prevention plan
- Submittal of general KPDES permit application
- Coordination with the USFWS regarding impacts to habitat for federally listed species
- Coordination with USACE and SHPO regarding cultural resource issues
- Preparation of bid documents, technical specifications, and engineer's cost estimate
- Bid/construction administration
- Construction oversight of restoration activities and as-built survey and report
- Annual mitigation monitoring and reporting

Stream restoration activities included the re-establishment of ephemeral and intermittent channels in the stormwater basins or adjacent to the project sites through the grading of stream channels, placing of natural revetment and grade control structures (cross vanes, boulder j-hooks, riffles and log vanes), and installation of erosion control matting. Native seed, trees and shrubs were planted on the streambanks and riparian corridors along the re-established stream channels. Construction of the majority of the mitigation commenced in 2017 and was finished in 2018-2019. Annual mitigation success monitoring and reporting has commenced on all basin sites.

AT A GLANCE

Client Contact

Mr. David Curry
Project Coordinator
City of Radcliff
270.351.4714
david.curry@radcliffky.gov

Contract Value

\$279,300

Project Size

6,765 LF

Contract Period

2008-Present, monitoring ongoing

Project Highlights

- Stormwater management and flood protection project
- Stream mitigation involved restoring impacted streams within the stormwater/flood protection basins

Key Staff

- Bradley Anderson, PE, CPESC, Engineering Manager
- Blair Borries, Project Manager, Designer IV





Stephens Creek Stream Restoration Project

Center for Environmental Restoration - Northern Kentucky University | Gallatin County, Kentucky

This project was performed for the Northern Kentucky Stream Restoration Program as mitigation for previously permitted stream impacts. The project goal was to establish stable, self-sustaining streams while creating and maximizing ecological benefits for Stephens Creek and its tributaries. Included stream assessments, design, construction drawings/bid documents, and construction oversight.

Stephens Creek: Restoration focused on three separate reaches of Stephens Creek, including a 1,000-foot upstream reach; a 300-foot central reach at the confluence with Stephens Branch; and a 1,700-foot downstream reach.

The upstream and central reaches are located within a steep confined valley, which had resulted in excessive shear, headcuts, and channel degradation. Restoration of these reaches focused on:

- Instream rehabilitation with minor channel relocation to the extent possible to protect adjacent roads and hillsides
- Establishment of grade control
- Installation of a boulder step/cascade systems to provide energy dissipation
- Placement of boulder toe bank protection

The downstream reach of Stephens Creek is located within a wide floodplain; however, this reach was also actively degrading pre-restoration and contained numerous transverse bars, headcuts, and eroding banks. Restoration focused on:

- Relocation of the stream at the confluence with Stephens Branch
- Instream rehabilitation in the downstream reaches
- Establishment of grade control structures and riffles/pools
- Creation of riparian wetland areas to capture and treat stormwater runoff

Tributaries to Stephens Creek: Restoration of these three features (totaling 500 feet) concentrated on establishment of step/pool systems to provide habitat and grade control. One intermittent tributary joining Stephens Creek was downcut pre-restoration approximately 13 feet from a culvert under an adjacent road. This area was stabilized through the use of gabion monolith/boulder structures at the culvert outfall and a boulder dissipation pool.

Stephens Branch: Restoration reaches on Stephens Branch included an aggressively eroding outside meander bend (250 feet) and a 150-foot reach at the confluence with Stephens Creek. Restoration of these areas utilized:

- Regrading of stream to relocate the thalweg away from the eroding bank
- Installation of toe wood/branch layering bank protection
- Installation of boulder j-hooks and other structures for grade control and to direct flows from eroding bank

AT A GLANCE.

Client Contact

Mr. Scott Fennell, PE
Director, Senior Engineer
Northern Kentucky University
Center for Environmental
Restoration
Small Business Incubator Building,
Bay 4, Suite 20
90 Campbell Drive
Highland Heights, Kentucky 41099
859.448.8949
fennells@nku.edu

Contract Value

\$154,900

Project Size

3,900 LF stream

Contract Period

2014-2017

Project Highlights

- Use of instream structures to improve habitat, provide grade control, and restore actively degrading streams
- Restoration of highly degraded stream and infrastructure protection at a road crossing
- Incorporation of features to manage/treat stormwater inputs

Key Staff

- Bradley Anderson, PE, CPESC, Engineering Manager
- Blair Borries, Designer IV





Campground Natural Area

Waste Management – Environmental Legacy Management Group | Jefferson County, Kentucky



RES has continuously provided habitat restoration services to Waste Management's Environmental Legacy Management Group (formerly Closed Sites Management Group) at the Campground Road landfill site in Louisville, Kentucky since 2007. The goals for the project were to restore native habitat on the closed landfill site and obtain recognition through certification with the Wildlife Habitat Council (WHC). This work has resulted in the conversion of two adjacent closed landfills to a natural areas complex dominated by native species and including forest, prairie, and wetland habitats. The work has also included installation of focused wildflower and pollinator gardens and various wildlife habitat structures. Management activities have involved coordination of new restoration efforts, coordination with subcontractors and oversight of construction and planting activities, annual invasive species treatment, and monitoring to document project success. RES also manages the community outreach portion of the project, including coordination of employee work days, and use of site for local university research and environmental groups (such as the local Audubon Society chapter).

RES developed an original Wildlife Management Plan that guides overall restoration efforts and is used to determine year-to-year initiatives. We also provide annual monitoring and reporting to track the establishment of native habitats and to provide management recommendations and plans for each coming year.

Based on RES' work, Waste Management has received and maintained certification from the Wildlife Habitat Council since 2009, with Wildlife at Work certifications in 2009, 2011, 2014, 2017, 2020 and 2023. The Certified Gold Level status was obtained in 2023. The site received the Resource Caretaker Award from the Kentucky Department of Environmental Protection in 2014 and was nominated for Corporate Habitat of the Year with WHC in 2014.

Building on the success at the Campground Natural Area project, RES has assisted Waste Management with WHC certifications at two landfills in Georgia and one in Arkansas. RES is also currently involved with two WHC certification projects for the bourbon industry at distillery and rickhouse sites in Kentucky and one at a manufacturing facility in Indiana.



AT A GLANCE.

Client Contact

Mr. Christopher Fogt,
Landfill Operations Manager, ELMG
260.409.8245 | cfogt@wm.com

Contract Value

\$308,050 over last 9 years

Project Size

75-acre closed landfill and adjacent buffer

Contract Period

2007 – Ongoing (monitoring and additional habitat development)

Project Type

Species Habitat Protection

Project Highlights

- Long-term (18 years) restoration of native habitat on closed landfill site
- Certified as WHC Wildlife at Work site since 2009
- Certified Gold-Level status in 2023
- Nominated for Corporate Habitat of the Year with WHC in 2014
- Received Resource Caretaker Award from Kentucky DEP in 2014
- RES prepared all plan documents, coordinated and provided oversight of all restoration activities
- Design plan and implementation included design avian habitat, forest restoration, pollinator habitat, and constructed wetland

Key Staff

- Zach Triplett, PWS, Project Manager



5.0 Key Personnel

This project team summary illustrates that the RES Team is uniquely qualified to complete any requested greenway design services and work with LFUCG to create high-functioning nature-based projects. The following table identifies our proposed key team personnel, expected roles on this project, and relevant qualifications. ***LFUCG can count on the full support of RES staff. Our staff in the Bluegrass region includes 13 designers and engineers (three registered Professional Engineers in the state of Kentucky), 13 ecologists/biologists, and two native plant specialists.***

Key Team personnel are highlighted in the table below and full resumes for key personnel are found in **Appendix A**.

Table 1. Key Personnel Summary

Name	Project Role	Relevant Qualifications
 <p>Jennifer Shelby, PE, CPESC Senior Engineer, Design Team Lead</p>	<ul style="list-style-type: none"> • Team Coordination & Scheduling • Overall Conceptual Design Development and Feasibility Evaluations • Stakeholder Coordination • Regulatory Permitting Coordination • Natural Channel Design • Stormwater Quantity/Quality BMP Design 	<ul style="list-style-type: none"> • Professional Engineer, Kentucky – 25763 • Certified Professional in Erosion and Sediment Control – 4006 • Fluvial Geomorphology – Rosgen Level I • River Morphology & Applications – Rosgen Level II • River Assessment & Monitoring – Rosgen Level III • Natural Channel Design & River Restoration – Rosgen Level IV • River Restoration Hydraulics – Canadian River Institute, Dr. Robert Newbury • Stream Assessment and Restoration – North Carolina State University • Erosion Prevention and Sediment Control Contractor Certification – Louisville/Jefferson County MSD • Kentucky Erosion Prevention and Sediment Control Inspector Certification – University of Kentucky
 <p>Brad Anderson, PE, CPESC, LEED AP Engineering Manager</p>	<ul style="list-style-type: none"> • Natural Channel Design • Stormwater Quantity/Quality BMP Design • QA/QC 	<ul style="list-style-type: none"> • Professional Engineer, Kentucky – 25060 • Certified Professional in Erosion and Sediment Control 8638 • LEED Professional Accreditation • Fluvial Geomorphology for Engineers – Rosgen Level I • River Morphology & Applications – Rosgen Level II • River Assessment & Monitoring – Rosgen Level III • Natural Channel Design & River Restoration – Rosgen Level IV • Assessment and Sediment-Based Design for Stream Restorations – University of Louisville • HEC-RAS Computer Modeling Workshop – ASCE • Erosion Prevention and Sediment Control Contractor Certification – Louisville/Jefferson County MSD • AutoCAD Civil 3-D and Corridors Training



 <p>Demetria Kimball-Mehlhorn Client Solutions Manager, Technical Advisor</p>	<ul style="list-style-type: none"> • Client Coordination • Overall Conceptual Design Development and Feasibility Evaluations • Stakeholder Coordination • QA/QC 	<ul style="list-style-type: none"> • KY Watershed Training – Kentucky Water Resources Research Institute, University of KY • Watershed Management Training – EPA • EPA Water Quality Standards Academy • Kentucky Erosion Prevention and Sediment Control Inspector Certification – University of Kentucky • Stream Assessment and Restoration I & II – North Carolina State University • USACE Wetland Delineation and Management Training
 <p>Blair Borries Senior Stream/ Wetland/Green Infrastructure Designer, Project Manager</p>	<ul style="list-style-type: none"> • Stormwater BMP Design • Stream, Wetland, and Riparian Restoration Design • Pollutant Load Reduction Calculation • Hydraulic/Hydrologic Modeling Support • Regulatory Permit Coordination • Construction Plan and Document Coordination 	<ul style="list-style-type: none"> • Natural Stream Design Principles – North Carolina State University • Hydrologic and Hydraulic Modeling (HEC-HMS, HEC-RAS, MODFLOW, Two-Dimensional Hydraulic Modeling) Trainings • GIS/ArcMap Expertise • AutoCAD Civil 3-D and Corridors Training • Purdue University Watershed Leadership Academy
 <p>Matthew Wyatt, PE Project Engineer, Stream/Wetland/Green Infrastructure Designer</p>	<ul style="list-style-type: none"> • Stormwater BMP Design • Natural Channel Design • Construction Plan and Document Coordination • Water Quality Monitoring / BMP Evaluation • Hydrologic/Hydraulic Modeling • Permitting Document • Construction Administration Support 	<ul style="list-style-type: none"> • Professional Engineer, Kentucky – 38304 • Fluvial Geomorphology for Engineers – Rosgen Level I • River Morphology & Applications – Rosgen Level II • River Assessment & Monitoring – Rosgen Level III
 <p>Jonathan Brantley, EIT Project Engineer, Stream/Wetland/Green Infrastructure Designer</p>	<ul style="list-style-type: none"> • Stormwater BMP Design • Natural Channel Design • Construction Plan and Document Coordination • Water Quality Monitoring / BMP Evaluation • Hydrologic/Hydraulic Modeling Support • Construction Administration Support 	<ul style="list-style-type: none"> • Engineer-in-Training, Kentucky – 17-534-68 • Fluvial Geomorphology for Engineers – Rosgen Level I • River Morphology & Applications – Rosgen Level II • River Assessment & Monitoring – Rosgen Level III • Regenerative Stormwater Design Research and Evaluation, University of Kentucky, Biosystems and Agricultural Engineering Department thesis publication: "Using Stream Restoration on an Unnamed Tributary at Community Montessori School to Mitigate Stormwater Runoff in an Urban Watershed"



 <p>Zach Triplett Project Ecologist, Native Plant Specialist</p>	<ul style="list-style-type: none"> • Support water/wetland delineations and habitat assessments • Perform geomorphological and ecological assessments and permitting • Support post-restoration monitoring and reporting • Botanical assessments and surveys 	<ul style="list-style-type: none"> • Wetland Professional in Training – Society of Wetland Scientists – 3917 • KYTC Prequalification – Botany (2024-present) • KYTC Prequalification – Wetlands (2024-present) • Basic Wetland Delineation – Wetland Training Institute • Tennessee Hydrologic Determination Training Course – Tennessee Dept. of Environment & Conservation • Grasses, Sedges, and Rushes Workshop – Institute of Botanical Training • Prairie Flora Workshop – Institute of Botanical Training
 <p>Erin Brennan Project Ecologist/Scientist, Native Plant Specialist</p>	<ul style="list-style-type: none"> • Restoration Planting Plan Preparation and Oversight • Vegetation Management Plan Preparation • Public Education and Signage Development 	<ul style="list-style-type: none"> • KYTC Prequalification – Botany (2024-present) • Watershed Management Training – EPA • KY Watershed Training – Kentucky Water Resources Research Institute, University of KY • IDEXX Water Academy – Water Quality & Microbiology Training
 <p>Abbie Jones, PE, PLS Registered Land Surveyor, WBE</p>	<ul style="list-style-type: none"> • Topographic Surveying of Existing and As-built Conditions • Utility Location 	<ul style="list-style-type: none"> • Professional Engineer, Kentucky – 26780 • Professional Land Surveyor, Kentucky – 3963 • Certified Women Owned Small Business

Appendix A

Personnel Resumes



Key Personnel Resumes



Jennifer Shelby, PE, CPESC Senior Engineer, Design Team Lead

Jennifer has dedicated her career of 21 years to the enhancement of environmental quality, including stream and wetland restoration, nonpoint source pollution and stormwater management, watershed-scale assessment of hydrology and water-quality, and watershed planning. She is experienced in developing and implementing large-scale stream and wetland restoration projects utilizing natural channel design and other techniques. Ms. Shelby has contributed to the design and management of numerous stream restoration design projects, totaling more than 143,700 linear feet of stream channel, of which approximately 32,600 feet have been successfully constructed. She has contributed to the design, management, and construction of approximately 55 acres of wetland restoration projects.

SELECT WORK EXPERIENCE

Municipal Stormwater Program Consultant, Lexington-Fayette Urban County Government (LFUCG), Lexington, Fayette County, Kentucky

Worked extensively as part of a team of consultants to provide technical expertise to LFUCG for the implementation of their municipal stormwater program and compliance with Consent Decree/MS4 permit requirements. Services provided included development and implementation of Quality Assurance Project Plans (QAPP) per Kentucky Division of Water (KDOW) standards for sampling a range of nonpoint source pollutants, including nutrients and pathogens; training of municipal staff to perform monitoring and assessments; data management, analysis, and reporting of water quality, biological, and habitat assessment data; coordination and management of microbial source tracking monitoring to evaluate sources of pathogen pollution; management/review associated with illicit discharge detection and elimination (IDDE) program; and presentation of water quality results to technical and non-technical audiences.

Wolf Run Watershed Based Plan, Lexington-Fayette Urban County Government (LFUCG), Lexington, Fayette County, Kentucky

Worked as part of a team of consultants to author Watershed Based Plan for Wolf Run Watershed per USEPA and KDOW requirements. The plan provides a comprehensive assessment of watershed health, citizen and stakeholder concerns, extensive data analyses and pollutant load calculations, and comprehensive watershed remediation strategies and proposed implementation projects. An extensive dataset from LFUCG's compliance monitoring program was supplemented for the effort. Performed stakeholder coordination and public involvement. Developed inventory of conceptual BMPs to provide needed pollution load reductions and achieve desired water quality improvements.

AT A GLANCE.

Contact

jshelby@res.us | 502.625.3009

Years' Experience

25 years

Education

- BS, Biosystems and Agricultural Engineering, Environmental Engineering Specialization
- MS, Biological Engineering

Professional Registrations

- Professional Engineer
- State of Kentucky – 25763
- State of Tennessee – 112264
- Certified Professional in Erosion and Sediment Control – 4006

Professional Training

- Fluvial Geomorphology– Rosgen Level I
- River Morphology & Applications – Rosgen Level II
- River Assessment & Monitoring – Rosgen Level III
- Natural Channel Design & River Restoration – Rosgen Level IV
- River Restoration Hydraulics – Canadian River Institute, Dr. Robert Newbury
- Stream Assessment and Restoration – North Carolina State University
- Tennessee Qualified Hydrologic Professional-In-Training – Tennessee Dept. of Environment & Conservation
- Erosion Prevention and Sediment Control Contractor Certification – Louisville/Jefferson County MSD
- Kentucky Erosion Prevention and Sediment Control Inspector Certification – University of Kentucky



Engineering Services for Southland Area Storm Drainage Project – Wolf Run Watershed, Lexington-Fayette Urban County Government (LFUCG), Lexington, Fayette County, Kentucky

Served as Engineer on a team of consultants to provide green infrastructure planning and design associated with neighborhood storm drainage improvements. Provided design, construction plans, and technical specifications for a bioretention area and vegetated bioswale to treat neighborhood stormwater runoff. Presented project designs and benefits to stakeholders, including neighborhood associations and council members, and planned site-specific educational signage. Subsequently oversaw implementation of the treatment features.

Restoration Planning and Design, Kentucky Department of Fish and Wildlife Resources, Wetland and Stream In-Lieu-Fee (FILO) Program, Multiple Locations

Served as Engineer and Project Manager to provide site assessment, evaluation of mitigation credit generation, development of conceptual restoration plan, design and construction plan production, and agency coordination for multiple large-scale projects within the Green and Lower Cumberland River Service Areas. Projects include Gabbard Branch Stream and Wetland Restoration, Butler County (>72,000 LF stream and ~84 ac wetland); Crow Creek Stream Restoration, Clinton and Cumberland Counties >100,000 LF stream); and Ivy Creek Stream and Wetland Restoration, Warren County (>87,800 LF stream and ~30 ac of wetland).

Bender Hollow Stream Restoration, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Lincoln County, Kentucky

Served as Engineer on this project. Services provided include evaluation of site assessment, geomorphic, and topographic data; conservation easement area identification and documentation (including utility relocation coordination); restoration design for nearly 17,000 linear feet of stream within an approximately 200-acre site; mitigation plan development; regulatory agency/permitting coordination; coordination/reporting of pre-restoration biological sampling; and installation/maintenance of trail cameras for stream pre-restoration monitoring.

Big Rivers Stream and Wetland Restoration, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Union County, Kentucky

Served as Engineer on this project. Services provided include soil and groundwater assessment, stream flow regime monitoring, preliminary restoration design for approximately 3,500 linear feet of stream and approximately 41 acres of wetland within an approximately 62-acre site, construction cost estimation, mitigation plan development, permitting, and agency coordination. Project construction ongoing (2025).

South Fork Little River Watershed-Based Plan, Little River Water Quality Consortium, Hopkinsville, Christian County, Kentucky

Served and Engineer and primary author on watershed-based plan for the more than 67-square mile watershed located in Christian and Todd Counties. Per USEPA and KDOW requirements, the watershed-based plan provides a comprehensive assessment of watershed health, citizen and stakeholder concerns, extensive data analyses and pollutant load calculations, watershed remediation strategies, and implementation plans. An extensive dataset from the United States Geological Survey (USGS) was supplemented through monitoring and utilized as part of the effort.

Cane Run Watershed-Based Plan, Kentucky Division of Water, Frankfort, Franklin County, Kentucky

Served and Engineer and primary author on watershed-based plan for the more than 45-square mile watershed located in northcentral Lexington, Fayette County and southwestern Scott County. Per USEPA and KDOW requirements, the watershed-based plan provides a comprehensive assessment of watershed health, citizen and stakeholder concerns, extensive data analyses and pollutant load calculations, watershed remediation strategies, and implementation plans. An extensive historical dataset was supplemented through monitoring and utilized as part of the effort.



Bradley Anderson, PE, CPESC, LEED AP

Principal-in-Charge | Engineering Manager

Brad has 28 years of diverse engineering experience in the Midwest and southern portions of the United States. He is an Engineering Manager with a background in surface water studies, groundwater sampling, sediment sampling, soil sampling, risk assessment, surveying, and supervision. He has experience in stream, wetland, and stormwater management projects throughout Kentucky, Indiana, and Tennessee that have involved: water/wetland delineations; permit application preparation and coordination with local, state and federal agencies; stream assessment and natural channel design; design of stormwater treatment wetlands; bioretention cell design; infiltration basin design; preparation of construction drawings as well as erosion prevention and sediment control plans; hydrologic and hydraulic modeling; floodplain permitting; preparation of stormwater pollution prevention plans; preparation of construction cost estimates; bid administration; oversight of construction activities; monitoring of mitigation success; and use of geographic information systems (GIS) and CADD programs. Brad has designed/managed over 63 stream mitigation/restoration design projects, totaling more than 190,800 linear feet of stream channel, of which 52 stream mitigation/restoration projects have been successfully constructed for a total of over 76,700 feet of successfully constructed stream channel. Brad has also contributed to the design management, and construction of approximately 160 acres of wetland restoration/mitigation projects.

SELECT WORK EXPERIENCE

Happy Valley Flood Mitigation and Stream Restoration Projects, City of Racliff, Hardin County, Kentucky

Served as Engineering Manager responsible for the preparation of a stream restoration designs for numerous degraded ephemeral and intermittent stream channels; channel hydrologic and shear stress modeling; preparation of applications for a Nationwide Permit 27 or 43 from the USACE and an individual WQC from the KDOW - WQC Section. The streams will be restored within proposed retention basins intended to detain and treat water draining to the Quiggins Sinkhole. Project involved 7,341 LF of design and 6,880 LF of construction.

Big Rivers Stream and Wetland Restoration, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Union County, Kentucky

Serves as Engineering Manager on this project. Services provided include soil and groundwater assessment, stream flow regime monitoring, preliminary restoration design for approximately 3,500 linear feet of stream and approximately 41 acres of wetland within an approximately 62-acre site, construction cost estimation, mitigation plan development, permitting, and agency coordination.

Stephens Creek Stream Restoration, Center for Environmental Restoration - Northern Kentucky University - Wetland and Stream In-Lieu-Fee (FILO) Program, Gallatin County, Kentucky

Served as Engineering Manager providing assessment of the existing stream conditions; evaluation of collected assessment data, channel hydrologic and shear stress modeling; preparation of various stream restoration design submittals; preparation of final stream restoration design plans with engineer's cost and quantity estimates; bid administration; and construction oversight. Project involved 3,900 linear feet of design and 1,760 linear feet of construction.

AT A GLANCE.

Contact

banderson@res.us | 502.625.3009

Years' Experience

28 years

Education

BS, Civil Engineering with Distinction
– Environmental Engineering
Specialization

Professional Registrations

- State of Kentucky – 25060
- State of Indiana – PE11200582
- Certified Professional in Erosion and Sediment Control – 8638
- LEED AP Professional Accreditation

Professional Training

- Fluvial Geomorphology for Engineers – Rosgen Level I
- River Morphology and Applications – Rosgen Levels II
- River Assessment & Monitoring – Rosgen Level III
- Natural Channel Design & River Restoration – Rosgen Level IV
- Assessment and Sediment-Based Design of Stream Restorations – University of Louisville
- Advanced Low Impact Design Seminar – Watearth
- HEC-RAS Computer Workshop – ASCE
- Louisville/Jefferson County MSD Erosion Prevention and Sediment Control Contractor Training
- AutoCAD Civil 3D and Corridors Training – Advanced Solutions

Affiliations

- Kentucky and National Societies of Professional Engineers (KSPE and NSPE)
- American Society of Civil Engineers (ASCE)
- KYTC Prequalification for Stream Restoration – 2007 to present
- Kentucky Stormwater Association



Restoration Conceptual Planning, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Multiple Locations

Serves as Engineering Manager to provide site assessment, evaluation of mitigation credit generation, development of conceptual restoration plan, and agency coordination for multiple large-scale projects within the Green and Lower Cumberland River Service Areas. Projects include Gary Creek Stream and Wetland Restoration, Butler County (>88,000 linear feet of stream and ~93 acres of wetland within an 800-acre site); Gabbard Branch Stream and Wetland Restoration, Butler County (>72,000 linear feet of stream and ~84 acres of wetland within a 763-acre site); Crow Creek Stream Restoration, Clinton and Cumberland Counties >100,000 linear feet of stream within an 890-acre site); Ivy Creek Stream and Wetland Restoration, Warren County (>87,800 LF stream and ~30 acres of wetland within an 990-acre site).

Bender Hollow Stream Restoration, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Lincoln County, Kentucky

Serves as Engineering Manager on this project. Services provided include evaluation of site assessment, geomorphic, and topographic data; conservation easement area identification and documentation (including utility relocation coordination); restoration design for nearly 17,000 linear feet of stream within an approximately 200-acre mitigation site; mitigation plan development; regulatory agency/permitting coordination; coordination/reporting of pre-restoration biological sampling; and installation/maintenance of trail cameras for stream pre-restoration monitoring.

Plant 5 Facility Stream Mitigation, Waupaca Foundry, Perry County, Indiana

Served as Engineering Manager to provide stream assessment; stream mitigation plan preparation; preparation of detailed stream mitigation construction drawings; permit preparation and coordination; Stormwater Pollution Prevention Plan preparation; Rule 5 Stormwater Permitting; Bid administration and construction oversight. Project involved 7,742 linear feet of design and construction. Upcoming activities include as-built survey and completion report and annual stream stability, vegetation monitoring, and annual reporting.

JHSMF Stream Restoration, Kentucky One Health, Jefferson County, Kentucky

Served as Engineering Manager responsible for providing geomorphic assessment; preparation of a detailed natural channel stream restoration design; preparation of detailed construction plans and engineer's cost and quantity estimates; preparation of bid specifications, bid administration; permitting; construction oversight; and annual monitoring and reporting for intermittent streams with watershed sizes ranging from 260 to 510 acres and 1,530 linear feet of design and construction.

Laurel Creek Tributary Stream Restoration Project, Kentucky Transportation Cabinet, Elliot County, Kentucky

Served as Engineering Manager on this project. Services provided include geomorphic stream assessment; geomorphic stream data analysis; preparation of a conceptual stream mitigation plan to enhance of Cold Water Aquatic Habitat (CAH) and generate credits in the Big Sandy River Basin; preparation of detailed stream mitigation construction plans; construction oversight services; as-built survey and completion report; and annual stream stability, vegetation monitoring, and annual reporting. Project involved 6,545 linear feet of design and construction.

Brown Park Stream Restoration, City of St. Matthews, Jefferson County, Kentucky

Served as Engineering Manager responsible for geomorphic assessment; preparation of a detailed natural channel stream restoration design and construction plans, engineer's cost and quantity estimates; preparation of bid specifications, bid administration; permitting; construction oversight; and annual monitoring and reporting for a perennial stream with a watershed size of 15.3 square miles. Project involved 1,600 LF of design and construction.

Community Park Stream Restoration, City of St. Matthews, Jefferson County, Kentucky

Served as Engineering Manager responsible for geomorphic assessment; preparation of a detailed natural channel stream restoration design; preparation of detailed construction plans and engineer's cost and quantity estimates; permitting; bid administration; and construction oversight for intermittent streams with watershed sizes ranging from 230 acres to 1.5 square miles. Project involved 2,227 LF of design and construction.



Demetria Kimball-Mehlhorn

Client Solutions Manager, Technical Advisor

Demetria has worked as an Environmental Scientist for over 20 years, 15 of those at the City of Lexington, Ky, assisting municipalities in implementing their MS4 stormwater permit; working with stakeholder groups to improve water quality through the creation of watershed management plans; installing stormwater BMPs and streambank stabilization projects; installing and maintaining native vegetation in greenways and detention basins; planning and implementing reforestation projects, and providing public education. She has contributed to this effort through writing, receiving and implementing over 3.5 million dollars in grants. Mrs. Kimball-Mehlhorn joined RES in 2025 as a technical advisor for stormwater and watershed management projects and Kentucky business development coordinator.

SELECT WORK EXPERIENCE

Greenway Natural Area Management, Lexington, Ky

Oversight of City of Lexington, Ky Greenway Management Program for 9 years. Over this period +/- 250 acres were converted to managed natural areas to provide additional water quality, water quantity, and habitat benefits for the City. These projects include, but are not limited to, removal of invasive species in forested areas and replacement with native vegetation, conversion of turf grass into pollinator gardens and meadows, installation of native trees and bushes, and public education.

Greenspace Trust Board Member, Dept of Environmental Services, Lexington, Ky

As a Board Member and Administrator of the Greenspace Trust duties included implementation of the Greenway Neighborhood Improvement Projects at Dantzler Court, Eureka Springs and Cane Run Greenways. Oversight of projects at Coldstream Park and SEP area, including but not limited to, removal of invasive species, installation of pollinator meadows, installation of native trees along Legacy Trail, installation of plant by number gardens and creation of Coldstream Master Plan.

Veterans Park Dam Removal, Kentucky Infrastructure Grant, Dept of Environmental Services, Lexington, Ky

Project Manager for the Veterans Park Low Head Dam Removal project. This project started in 2019 with a feasibility study to determine if this falling dam could be removed and cost of removal. This feasibility study was turned into a Kentucky Infrastructure Grant of \$1.25 Million Dollars to remove the dam, stabilize the streambanks, where feasibility, create safe access to West Hickman Creek and install instream fish habitat. This project started in 2023 (design & permitting) and will be completed in 2025.

Wolf Run Water Quality Projects, 319(h) Grants (2012, 2023), Dept of Environmental Services, Lexington, Ky

Project Manager for two USEPA 319(h) grants administered through KDOW. The 2012 grant was used for the design and construction of Picadome Golf Course Stream Restoration Projects on the Big Elm and Vaughn's Branch (constructed later with capital funds) Tributaries of Wolf Run Creek. The design and construction of Cross Keys Park Water Quality Improvements was also completed under the 2012 grants. Additional 2012 funds were used for stream buffer improvements within Wolf Run Park.

AT A GLANCE.

Contact

dkimball-mehlhorn@res.us
502.576.3788

Years of Experience

20 years

Education

Bachelor of Science in Biology with
Natural Resources Emphasis

Professional Training

- KY Watershed Training – Kentucky Water Resources Research Institute, University of KY
- Watershed Management Training – EPA
- Water Quality Standards Academy – EPA
- Kentucky Erosion Prevention and Sediment Control Inspector Certification – University of Kentucky
- Stream Assessment and Restoration I & II – North Carolina State University
- USACE Wetland Delineation and Management Training

Presentations

- Navigating Environmental Regulations in Kentucky
- Ky Steps to Compliance & Enforcement, Ky Stormwater Association, Southeast Stormwater Association
- Innovative Community Engagement Watershed Management Plan, Ky/Tn Water Professional Conference
- Cross Keys Park Naturalization Efforts – What Went Wrong, Ky Stormwater Association & Southeast Stormwater Association
- Water Quality Monitoring for Sanitary Sewer Exfiltration, Ky/Tn WEA Watershed Conference
- Industrial Best Management Practices for Metal Recycling, StormCon



Completed Grant Application, Award Contracting, and Project Management for 2023 USEPA 319(h) grant administered through KDOW. The 2023 grant implemented water quality improvements within the Wolf Run Watershed at the Southland Park Detention Basin and Derby Drive Water Quality Lot.

Wolf Run Watershed Management Plan, 319(h) Grants (2009, 2023), Dept of Environmental Services, Lexington, Ky

Project Manager for the completion of the 2013 Wolf Run Watershed Management Plan using 319(h) grant funds (2009). Completed Grant Application, Award Contracting, and Project Management for 2023 USEPA 319(h) grant administered through KDOW. Over the past decade, several projects have been completed from the 2013 Wolf Run Watershed Management Plan. Therefore, by using water quality data collected through LFUCG MS4 program and funds from the 2023 319(h) grant, the 2013 Wolf Run Watershed Management Plan pollutant load calculations and project identifications will be updated, through an appendices, as a part of this grant.

West Hickman Watershed Management Plan, Dept of Environmental Services, Lexington, Ky

Project Manager for the creation of the West Hickman Watershed Council and oversight of funds allocated by Lexington City Council to create the West Hickman Watershed Management Plan. Project Management included budget analysis, request for proposal for professional services contract, contract execution, oversight of project, local and state coordination, stakeholder engagement and public education. This project continued to move forward through COVID and was USEPA 319(h) approved in 2023.



Blair Borries

Senior Designer, Project Manager

Blair Borries has devoted his 19-year career to the study and restoration of aquatic ecosystems. He perceives water as the common language between communities, plants, and their ecosystems; and combines a highly technical understanding of both ecology and water processes with years of experience in community outreach to match nature-based solutions to the community's needs and sensibilities.

SELECT WORK EXPERIENCE

Big Rivers Stream and Wetland Restoration, Union County, Kentucky

Serves as designer to provide a soil and groundwater assessment; stream flow regime monitoring; detailed restoration design plans with multiple alternates for approximately 3,500 LF of stream and approximately 41 acres of wetland as part of a stream/wetland complex within an approximately 62-acre site; hydrologic modeling; 2D hydraulic modeling including a unique and customized rainfall-runoff modeling approach; and evaluated flows through existing and proposed culverts. Methods used in analysis and design were featured in a presentation at the 2022 National Stream Restoration Conference.

Happy Valley Flood Mitigation and Stream Restoration Projects, Hardin County, Kentucky

Served as designer responsible for the preparation of stream restoration plans for numerous degraded ephemeral and intermittent stream channels; channel hydrologic and 2D hydraulic modeling. The streams were restored within proposed retention basins intended to detain and treat water draining to the Quiggins Sinkhole. Multiple culverts, gated riser inlets, a concrete channel outfall, and a karst sinkhole/swallow hole were considered during the 2D hydraulic modeling. Provided bid administration and construction oversight services including the training of city employees to conduct the restoration work.

Oldham Reserve Development Stream and Wetland Mitigation Within the Footprint of a Drained Impoundment, Oldham County, Kentucky

Served as designer responsible for the preparation of a stream (1,464 LF) and wetland (1.4 acres) restoration design and hydraulic modeling for water quality improvement and wetland restoration within the footprint of a drained impoundment, provided bid administration, construction oversight, and permitting. Hydraulic model evaluated a sunken box culvert with natural streambed materials intended to promote aquatic organisms passage

Picadome Golf Course Stream Restoration, Fayette County, Kentucky

Served as designer on this project. The services provided include assessment of the existing stream conditions; evaluation of collected assessment data, channel hydrologic and 2D shear stress modeling; preparation of a stream restoration design for two degraded intermittent stream channels; development and modeling of stormwater quality treatment retrofit measures; preparation of required construction plans and bid documents; and construction oversight. Project involved 1,495 LF of design and construction. The 2D hydraulic model incorporated a karst sinkhole/swallowhole feature and multiple culverts and bridge crossings.

Pleasant Run Creek Interim Measure Stream Restoration Project, Marion County, Indiana

Serves as designer to provide stream restoration construction plan development, multi-layer 3D design development, and 2D hydraulic modeling services for a voluntary remediation and stream restoration along an urban stream with sediments and groundwater impacted by a former gas manufacturing plant. Provided plans for the restoration of a functioning riffle and pool stream system following the removal of contaminated sediments and deconstruction of a low-water dam. Two-

AT A GLANCE.

Contact

bborries@res.us | 502.625.3009

Years of Experience

19 years

Education

- BS, Biology
- MS, Forestry

Professional Training

- North Carolina State University
- Stream Functions Pyramid Framework – Stream Mechanics
- Multi-Dimensional Modeling for Stream Restoration – North Carolina State University
- Two-Dimensional Modeling Using HEC-RAS – West Consultants through the American Society of Civil Engineers (ASCE)
- Watershed Leadership Academy – Purdue University
- Creating and troubleshooting HEC-RAS Unsteady Flow Bridge Models in 1-D – Forester University



dimensional hydraulic modeling was utilized to evaluate stability and ensure that stream flows did not erode reconstructed stream sediments and threaten the integrity of an impermeable liner installed to prevent contaminated groundwater from entering the stream system. As part of the services, the implementation team was provided 3D design surfaces and shop drawings of the multilayer containment system below the reconstructed streambed.

"How Effective is HEC-RAS 2D at Predicting Stream Instability? A Study Based on Natural Channel Design Stream Restoration Sites," Presentation at the 2023 National Stream Restoration Conference, Multiple Locations across Kentucky and Indiana

Served as lead modeler and presenter on a research project to assess the effectiveness of HEC-RAS 2D in predicting stream instability across multiple regions of Indiana and Kentucky including the rugged Eastern Mountains and Knobs-Norman Upland Ecoregions. Post-restoration 2D hydraulic models were prepared based on as-built surveys of the restoration sites and the results were compared to multiple years of geomorphic cross section data. Models evaluated flows through multiple culverts and bridges. Data analyses were completed to promote a better understanding of hydraulic model calibration and included a percentile rank regression model.

Big Creek-McAdoo Bend Streambank Restoration, Posey County, Indiana

Served as lead designer and modeler to provide stream restoration plan preparation, preparation of detailed stream restoration construction drawings, hydraulic modeling, bid administration, and construction oversight. The project involved approximately 600 LF of design and construction along a 35-foot high vertical eroding bank of a stream with a drainage area of over 150 square miles. A River2D two-dimensional hydraulic model was completed to assess the effectiveness of the proposed bendway weirs and rootwad habitat structures. Results provided included velocity, shear stress, and sediment transport/deposition between the river training bendway weir structures

Page Property Stream Restoration Project, Pulaski County, Kentucky

Served as designer to provide geomorphic stream assessment; stream data analysis and 2D hydraulic modeling to evaluate stability and habitat suitability; review of academic literature for imperiled buck darter habitat requirements; regulatory permitting coordination; and preparation of detailed stream restoration design plans and mitigation plan to restore habitat for the imperiled buck darter. Project included approximately 1,900 LF of stream restoration design. Performed construction bid administration and construction oversight. Restoration monitoring is underway.

Mountain Parkway/Straight Creek Stream Restoration, Morgan County, Kentucky

Served as lead designer and modeler on this project that included the relocation or rehabilitation of over 24,000 feet of stream. The services provided included a 2D hydraulic model of the existing and proposed stream conditions along the main reach straight creek and numerous tributaries; channel hydrologic modeling calibrated with geomorphic surveys of bankfull dimensions; preparation of a stream restoration design plan; and construction oversight.

"A Quick and Automated Stream Design Model Using Arcgis Model Builder Coupled with Ground Water Flow," Poster Presentation at the Conference Stream Restoration in the Southeast: Connecting Communities with Ecosystems, Baldwin County, Georgia

Served as lead researcher on this project that included the modeling of 2D flows in River2D based on existing and a proposed three-dimensional surfaces representing different restoration approaches. The project utilized 2D modelling results as an input to groundwater models as a way of evaluating the effect of stream restoration on near-stream groundwater levels.

Chapel Lake Park Stream Restoration Project, Clark County, Indiana

Serves as designer to provide site assessment and geomorphic survey work; initial conceptual design with cost estimates and alternates; restoration design/construction plans for nearly 1,878 LF of stream within an approximately 140-acre city park; design/construction plans for a stormwater swale planted with native vegetation and intended to promote infiltration; construction oversight; and 2D hydraulic modeling of the existing and proposed stream conditions to evaluate the effectiveness of the stream restoration design. The proposed and existing hydraulic models included an existing culvert crossing.



Matthew Wyatt, PE

Project Engineer, Designer

Matthew has over 9 years of civil/environmental engineering experience. Since joining RES in June 2021, he has been able to use his skills in AutoCAD Civil 3D, HEC-RAS modeling, technical writing and data collection/analysis to impact projects through numerous stages of the stream mitigation/restoration development process. His duties include initial site evaluation through detailed assessment; data analyses; design, plan set/budget/bid document preparation; construction oversight; as-built documentation; and post-restoration monitoring.

SELECT WORK EXPERIENCE

Stormwater Improvements at Romanza Johnson and Phil Moore Parks, Warren County Stormwater District, Warren County, Kentucky

Served as Design Engineer on this project. Designs included approximately 1200 LF of streambank stabilization, approximately 1,850 LF of vegetated swales, replacing a low water crossing with a constructed riffle, 2 new canoe/kayak launches, and riparian planting plans. Prepared construction estimates, developed a HEC-RAS model to verify design and effects on flood elevations, created construction drawings/technical specifications, assisted with public bidding for construction, and performed with construction oversight.

Stormwater Improvements at Basil Griffin Park, Warren County Stormwater District, Warren County, Kentucky

Served as Design Engineer on this project. Designs included preliminary design of a stormwater wetland channel and approximately 600 LF of lakeshore stabilization. The stormwater wetland channel is a constructed linear wetland that intercepts outflow from a large lake before it travels underground into the Lost River Cave system.

Straight Creek Stream Mitigation, KYTC, Morgan County, Kentucky

Served as Design Engineer on this project. Services provided include stream design for more than 31,000 LF of restored stream within an approximately 730-acre site, construction drawings/technical specifications, construction budget estimate, construction oversight, and As-Built Plan preparation. Monitoring is ongoing.

Shepherdsville Stormwater Wetland, City of Shepherdsville, Bullitt County, Kentucky

Served as Design Engineer on this project. Services include detailed site and geomorphic assessments and preliminary restoration design for over 500 feet of intermittent stream and over 3.5 acres of emergent, scrub-shrub and forested wetland. This was a challenging project located in a small corridor of a city park that intercepts the outflow of a proposed regional stormwater culvert in way that will increase the stormwater quality while being aesthetically pleasing and mindful of park presence and function.

Gabbard Branch Stream and Wetland Restoration, KDFWR - Wetland and Stream FILO Program, Butler County, Kentucky

Currently serving as Design Engineer on this project. Services include detailed site and geomorphic assessments and restoration design over 61,000 LF of stream and over 10 acres of wetlands within an approximately 809-acre site.

Ivy Creek Stream and Wetland Restoration, KDFWR - Wetland and Stream FILO Program, Warren County, Kentucky

Currently serving as Design Engineer on this project. Services include detailed site and geomorphic assessments and preliminary restoration design for over 38,000 LF of stream and over 18 acres of wetlands within an approximately 938-acre site.

Richards Property Mitigation Bank, RES Mitigation Bank, Scott County, Kentucky

Served as Design Engineer on this project. Services include detailed site and geomorphic assessments and preliminary restoration design over 15,000 LF of stream on a 348-acre site. Currently providing construction oversight services for this project.

AT A GLANCE.

Contact

mwyatt@res.us | 502.625.3009

Years' Experience

9 years

Education

BS, Civil Engineering

Professional Certification

Professional Engineer

State of Kentucky – 38304

Professional Training

- Fluvial Geomorphology – Rosgen Level I
- River Morphology & Applications – Rosgen Level II
- North Carolina State University River Course 302: HEC-RAS for Stream Restoration
- Louisville/Jefferson County MSD Quality Post-Construction Inspection Program



Jonathan Brantley, EIT

Project Engineer, Designer

Jonathan is a valued team member within the RES Kentucky engineer/designer group. Since joining RES in September 2020, he has developed his engineering skills through experience in numerous aspects of stream mitigation/restoration development, from initial site evaluation through detailed assessment, data analyses, design, plan set / budget / bid document preparation, and construction oversight. In his time with RES, Jonathan has performed important engineering and design tasks for more than 15 stream mitigation/restoration projects. Jonathan also has strong skills in AutoCAD Civil 3D, hydrologic and hydraulic modeling, technical writing, teamwork, and leadership.

SELECT WORK EXPERIENCE

Happy Valley Flood Mitigation and Stream Restoration Projects, City of Radcliff, Hardin County, Kentucky

Served as Design Engineer on this project. Services include detailed geomorphic stream surveys, technical writing in the form of annual monitoring reports, and AutoCAD drafting of annual monitoring figures.

Straight Creek Stream Mitigation, Kentucky Transportation Cabinet, Morgan County, Kentucky

Served as Design Engineer on this project. Services provided include stream design for more than 45,000 linear feet of stream within an approximately 214-acre site, hydrologic and hydraulic modeling, construction drawings/technical specifications, assistance of the mitigation plan development, and construction budget estimate.

Marsh Creek Stream and Wetland Restoration, Kentucky Department of Fish and Wildlife Resources, McCreary County, Kentucky

Currently serving as Design Engineer / Assistant Manager on this project. Services provided include detailed site and geomorphic assessments, assistance with conceptual plan preparation, and coordination between team members and project managers to ensure a successful project. This project will restore and protect the Marsh Creek stream and tributaries, along with adjacent wetlands on an approximately 68-acre parcel in McCreary County, Kentucky.

Mud Camp Creek II Stream Restoration, Kentucky Department of Fish and Wildlife Resources, Clinton and Cumberland Counties, Kentucky

Currently serving as Design Engineer on this project. Services include detailed site and geomorphic assessments and restoration design for nearly 60,000 linear feet of stream within an approximately 590-acre site. This project site was chosen due to the degree of habitat degradation, the ability to restore and protect several headwater streams, and its likelihood of success.

Bender Hollow Stream Restoration, Kentucky Department of Fish and Wildlife Resources - Wetland and Stream In-Lieu-Fee (FILO) Program, Lincoln County, Kentucky

Served as Design Engineer on this project. Services provided include restoration design for nearly 17,000 linear feet of stream within an approximately 200-acre site, construction drawings/technical specifications, assistance of the mitigation plan development, and construction budget estimate.

Crow Creek Stream Restoration, Kentucky Department of Fish and Wildlife Resources, Clinton and Cumberland Counties, Kentucky

Currently serving as Design Engineer on this project. Services include detailed site and geomorphic assessments and restoration design for nearly 100,000 linear feet of stream within an approximately 890-acre site. The primary goal of this

AT A GLANCE.

Contact

jbrantley@res.us | 502.625.3009

Years' Experience

8 years

Education

- BS, Civil Engineering
- MS, Biosystems Engineering

Professional Certification

Engineer in Training, State of Kentucky – 17-534-68

Professional Training

- Fluvial Geomorphology – Rosgen Level I
- River Morphology & Applications – Rosgen Level II
- River Assessment and Monitoring – Rosgen Level III
- Stream and Watershed Science Graduate Certificate – University of Kentucky
- Introduction to Stream Restoration (semester long graduate-level course) – University of Kentucky
- Watershed Sedimentation, Water Quality - Surface -Water, Fluvial Hydraulics and Fluvial Forms and Processes (semester long graduate-level course) – University of Kentucky



restoration project is to restore the natural ecologic and geomorphic functions of Crow Creek, a perennial tributary to the Cumberland River.

Page Property Stream Restoration Project, The Nature Conservancy / Kentucky Transportation Cabinet, Pulaski County, Kentucky

Served as Design Engineer to assist with stream restoration design, construction drawings/technical specifications, construction budget estimate, performed construction oversight through completion of the project, performed As-Built survey and reporting, performed annual monitoring inspections, and conducted coordination with clients and agencies. Project included approximately 1,900 linear feet of stream restoration with design to enhance of habitat for the imperiled Buck darter and was constructed in 2021.

Tributaries to Eagle Creek Stream and Wetland Restoration, Kentucky Department of Fish and Wildlife Resources, Union County, Kentucky

Served as Design Engineer on this project. Services provided included flow regime monitoring, stream stability monitoring via visual assessments and geomorphic surveys, technical writing and reporting, and preliminary construction plan preparation for upcoming restorative actions construction work.

Hartig Park Stream Mitigation Bank, Northern Kentucky University, Gallatin County, Kentucky

Currently serving as Design Engineer on this project to provide site assessment, evaluation of mitigation credit generation, development of conceptual 30% design plans, construction budget estimate, and agency coordination to restore an approximately 68.3-acre watershed of the Ohio River that has been impacted by past agricultural, logging, and trash dumping activities. Will continue to serve as design engineer through the design process and will serve as lead construction oversight engineer once construction activities commence.

Little Beaver Creek Stream Mitigation, Kentucky Transportation Cabinet, Harrison County, Kentucky

Currently serving as Design Engineer on this project. Services provided include site assessments, evaluation of mitigation credit generation, regulatory/resource agency permitting and coordination, conceptual plan preparation. Services to be provided include detailed site and geomorphic assessments, stream restoration design, construction drawings/technical specifications, construction budget estimate, and construction oversight.

Easton Property Stream Mitigation Bank, The Virta Group, Boone County, Kentucky

Served as Design Engineer on this project. Services provided include restoration design for nearly 7,500 linear feet of stream within an approximately 67-acre site, construction drawings/technical specifications, assistance of the mitigation plan development, and construction budget estimate.



Zachary Triplett, PWS

Project Ecologist, Native Plant Specialist

Mr. Triplett is an ecologist with a broad background in terrestrial and aquatic systems and specialized experience as a native plant specialist. He has over 9 years of experience in the environmental field and currently manages projects while providing technical

expertise to native planting plans and other ecological elements of restoration and green infrastructure projects. Mr. Triplett's areas of technical expertise include flora identification; flora surveys; wetland assessment and monitoring; ecological community evaluation and habitat classification; and protected/endangered species habitat surveys. In addition, Mr. Triplett spends substantial personal time studying, researching and identifying flora, as well as consulting with reputable botanists of the region.

SELECT WORK EXPERIENCE

Campground Natural Areas Plan; Jefferson County, KY

Detailed assessment and natural area restoration planning for an 80-acre, closed landfill site. Habitat restoration included native prairie, forest, and wetlands. Activities include detailed plant inventories, designing native plant communities, overseeing habitat establishment, coordinating control of invasive plant species, and monitoring of successful plant community establishment.

Oakland Hills Kentucky Glade Cress Survey; Jefferson County, KY

Oakland Hills Kentucky Glade Cress Survey (Jefferson County, KY) - survey for the federally-listed threatened Kentucky glade cress (*Leavenworthia exigua* var. *laciniata*) on a 28-acre property overlapping a critical habitat subunit with many individuals located. Services included habitat survey, searches of previous occurrence records, documentation of Kentucky glade cress locations, and limited consultation with the U.S. Fish and Wildlife Service.

8300 Cooper Chapel Road; Jefferson County, KY

Survey for the federally-listed threatened Kentucky glade cress on a 20-acre property with many individuals located. Services included habitat survey, searches of previous occurrence records, documentation of Kentucky glade cress locations, wetland plant identification/survey, and consultation with the U.S. Fish and Wildlife Service.

McNeely Lake Louisville Loop; Jefferson County, KY

Survey for Kentucky glade cress, vegetation survey, and wetland plant identification/survey.

Conestoga Parkway; Bullitt County, KY

Survey for the federally-listed threatened Kentucky glade cress on a 32-acre property with many individuals located. Services included habitat survey, searches of previous occurrence records, documentation of Kentucky glade cress locations, and consultation with the U.S. Fish and Wildlife Service.

Powerline Right-of-Way Botanical Survey; McCreary County, KY

Survey on United States Forest Service (USFS) land for federally-listed and USFS-listed plant species within an existing powerline corridor in two visits during the 2019 growing season. Services included habitat survey, survey for listed plant species, botanical inventory, and floristic quality analysis.

Magmont Mine Closure; Iron County, MO

Biological, permitting and NEPA support for a closed metallic mining and milling facility. Services include monitoring, botanical inventory, floristic quality analysis, and preparation of an Integrated Pest Management Plan.

AT A GLANCE.

Contact

ztriplett@res.us | 502.544.1478

Years of Experience

9 years

Education

B.S. Environmental Science/Biology

Certificates | Licenses

Professional Wetland Scientist- 3917

Professional Training

- Grasses, Sedges, and Rushes Workshop by Institute of Botanical Training
- Prairie Flora Workshop by Institute of Botanical Training
- Shrubs and Understory Trees of Central and Eastern Kentucky
- Tennessee Hydrologic Determination Training Course
- Wetland Delineation Training Course by the Wetland Training Institute



Erin Brennan

Project Ecologist/Scientist, Native Plant Specialist

Erin joined RES in early 2024 as an ecologist, focusing on botany-related and ecological assessment projects. Prior to RES, Erin worked in water quality as an organic chemist at the Louisville Water Company, conducting environmental monitoring of the Ohio River watershed and testing samples for EPA-regulated pollutants. Erin also has experience in environmental policy and consulting experience in the solar industry. She has contributed to numerous projects throughout Kentucky, Indiana, and Ohio. Her areas of expertise include: flora identification; plant community ecology; microbial ecology; botanical surveys; endangered plant surveys; floristic quality assessments; invasive species assessment and mitigation; T&E habitat assessment; soil quality assessment; water quality assessment; ecological assessment studies, and development of native planting plans for habitat restoration. Erin has conducted wetland and stream projects throughout Kentucky that have involved native planting plans for restoration, botanical surveys, water/wetland assessment; mitigation monitoring; permit application preparation; biological assessments, environmental assessments, grant proposals, and reporting.

SELECT WORK EXPERIENCE

Mountain Parkway Widening Project, KYTC Item No. 10-168.00, Wolfe County, Kentucky

Served as Ecologist, providing vegetation planting plan review and quantitative monitoring services for the development of stream mitigation. Also managed vegetation monitoring data; performed invasive species identification and mapping; and prepared annual monitoring reports to evaluate project success.

Pollinator-Friendly Practices on Roadsides and Highway Rights-of-Way Discretionary Grant Program Application

Coordinated with KYTC Biologists to write and prepare FHWA Roadside Pollinator Program grant application, develop project budgets, and create required maps and figures. The application was awarded the full grant amount of \$150,000 to perform maintenance and reseeding activities at roadside pollinator habitats in KYTC districts across the Commonwealth.

McNeely Lake Louisville Loop Shared Use Path Project, KYTC Item No. 5-3034.00, Jefferson County, Kentucky

Served as Ecologist on this project, providing services that included a water/wetland delineation; a habitat assessment for federally listed species; a flowering season survey for a federally listed plant; and preparation of a Biological Assessment.

Scottsville Road Shared Use Path Project, KYTC Item No. 3-207.00, Warren County, Kentucky

Served as Ecologist on this project, providing services that included a water/wetland delineation; a habitat assessment for federally listed species; and preparation of an Ecological Assessment Overview Report.

KYTC Herbicide Program for Rights-Of-Way in Daniel Boone National Forest Boundaries

Served as Ecologist on this project, providing services that included writing a Botanical Impact Analysis Report detailing potential impacts to rare and threatened species within Daniel Boone National Forest in Districts 8, 9, 10, and 11.

Marsh Creek Stream and Wetland Restoration, Kentucky Department of Fish and Wildlife Resources, McCreary County, Kentucky

Served as ecologist/native plant specialist providing analyses of onsite flora and development of a site-specific, native planting plan for restoring the riparian corridors of Marsh Creek tributaries and adjacent wetlands on an approximately 68-acre site.

AT A GLANCE.

Contact

ebrennan@res.us | 502.625.3009

Years of Experience

10 years

Education

- PhD, Biology
- MS, Biology
- MAT, Science Education
- BA, Political Science: Environmental Policy

Certificates | Licenses

KYTC Prequalification – Botany (2024-Present)

Professional Training

- Watershed Management Training – EPA
- KY Watershed Training – Kentucky Water Resources Research Institute, University of KY
- IDEXX Water Academy – Water Quality & Microbiology Training



1022 Fontaine Rd
Lexington, KY 40502

Tel: (859) 559.3443
eMail: abbie@abbie-jones.com

Abbie Jones, PE, PLS Registered Land Surveyor

Introduction

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm which just celebrated its 12th anniversary and employs 13 staff. The firm includes 4 licensed Professional Land Surveyors (PLS), 2 PLS in training, 2 licensed Professional Engineers (PE), 1 PE in training, as well as drafters and field crew.

Ms. Jones has worked in the engineering and survey industry for 22 years, working in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Ms. Jones has been active in various professional engineering organizations and co-authored papers and regulations.

The firm provides private and government boundary surveys, topographic and utility surveys, ALTA/ASCM surveys, construction staking, layout and description of easements, site plans, drainage and grading plans, sewer design, detention design, traffic counts, utility locating, and permitting. The firm currently holds ongoing contracts with: KYTC, Lexington, University of Kentucky, and the Kentucky Finance Cabinet. The KYTC contracts include statewide surveying, traffic planning, traffic forecasting, and statewide aviation. The Lexington contracts are for multiple categories with the Engineering and Water Quality departments, primarily for surveying. For 2020 to date, 80% of our work has been surveying and 20% has been engineering.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Abbie is pleased to call Lexington, KY her permanent home. She is active in church choirs and charity work.

Previous Personal Employment:

2011-Present	Abbie Jones Consulting, Civil Engineering and Survey Firm. Role: President, engineer, surveyor, quality reviews.
2009-2010	Nesbitt Engineering – Civil Engineering and Survey Firm focused on eastern KY municipalities. Role: sanitary sewers, waterlines, KYTC LPA engineering projects, floodplain consulting, surveying
2008-2009	City of Hurst, TX – City Engineer and Floodplain Administrator. Manage Engineering Division of 8 including GIS and Construction Inspection
2002-2008	Lowe Engineers, Atlanta, GA – Civil, Survey, Photogrammetry, and Privatized Municipal Services. Role: Service to newly formed City of Milton, GA as first City Engineer by contract, project manager for Fortune 500 Client
2000-2002	Pond & Company, Atlanta, GA – Full-Service A/E Firm focused on Department of Defense and DOT projects. Role: engineer and GIS projects.
1996-1999	Huddleston-Steele, Murfreesboro, TN-Civil Engineering and Land Surveying Firm with up to 10 crews. Role: drafting



EDUCATION

- ▶ Tennessee Technological University, Bachelor of Civil Engineering, 2000
- ▶ Southern Polytechnic State University, additional survey coursework 2004-2005
- ▶ Cincinnati State University, additional survey coursework 2020-2021
- ▶ Riverdale High School, 2 years of AutoCAD coursework (1994-1996)

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer (PE) in KY, GA, TN, WV, VA, MS, OH, SC, AL, TX, NCEES Record
- ▶ Professional Land Surveyor (PLS) in KY, GA, TN, WV, VA, MS NCEES Record

AFFILIATIONS (PAST/PRESENT)

- ▶ National Society of Professional Surveyors
- ▶ National Society of Professional Engineers-KY Bluegrass Past President
- ▶ Georgia Engineering Foundation-Past President

PUBLICATIONS & AWARDS

- ▶ 2022 SBA Small Business of the Year (Kentucky) Homebased Business
- ▶ NAWIC Bluegrass Diamond Award, 20
- ▶ Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- ▶ Georgia Young Engineer of the Year 2005
- ▶ Co-author to survey chapters of the Highway Design Guidance Manual for KYTC
- ▶ KY ASCE 2011 Infrastructure Report Card, section author for Transit
- ▶ Multiple Articles, Where We Live, (Hurst) 2008-2009 (cir. 12,000)
- ▶ Editorial Board, Georgia Engineer, 2005-2007 (cir. 8,000)
- ▶ Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers, (co-author)
- ▶ ACEC Atlanta Future Leaders graduate, 2004



Appendix B

Business License Required Forms



Business License



LEXINGTON

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

Customer ID: 15088724

Location No: 1

Date: June 25, 2025

BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2025

**HGS LLC
DBA RESOURCE ENVIRONMENTAL SOLUTIONS LLC
6575 WEST LOOP SOUTH STE 300
BELLAIRE TX 77401**

ISSUED

JUN 25 2025

LFUCG

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



Required Forms

All required forms have been uploaded to IonWave as a separate attachment.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS:														
INSURED HGS, LLC 6575 West Loop South Suite 300 Bellaire TX 77401 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Scottsdale Ins Company</td><td>41297</td></tr><tr><td>INSURER B: Capitol Specialty Insurance Corporation</td><td>10328</td></tr><tr><td>INSURER C: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Ins Company	41297	INSURER B: Capitol Specialty Insurance Corporation	10328	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Capitol Specialty Insurance Corporation	10328														
INSURER C: Federal Insurance Company	20281														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570114315850 **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.

Limits shown are as requested

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	X	COMMERCIAL GENERAL LIABILITY				VRS0007682	10/01/2024	10/01/2025	EACH OCCURRENCE		\$1,000,000			
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$350,000					
				MED EXP (Any one person)					\$10,000					
				PERSONAL & ADV INJURY					\$1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$2,000,000					
		POLICY	X	PRO-JECT					LOC	PRODUCTS - COMP/OP AGG	\$2,000,000			
		OTHER:							Deductible	\$25,000				
C	AUTOMOBILE LIABILITY					54326777	10/08/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)		\$2,000,000			
	X	ANY AUTO							BODILY INJURY (Per person)					
		OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per accident)					
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)					
A		UMBRELLA LIAB	X	OCCUR		VES0004735	10/01/2024	10/01/2025	EACH OCCURRENCE		\$5,000,000			
	X	EXCESS LIAB		CLAIMS-MADE	AGGREGATE				\$5,000,000					
	DED		RETENTION	Automobile Excess Limit					\$5,000,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					54326778	10/08/2024	10/01/2025	X		PER STATUTE		OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				N/A				E.L. EACH ACCIDENT		\$1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE-EA EMPLOYEE		\$1,000,000			
									E.L. DISEASE-POLICY LIMIT		\$1,000,000			
A	Environmental Contractors and Prof					VRS0007682 Prof/Poll - claims Made	10/01/2024	10/01/2025	Ea Claim / Cvg		\$1,000,000			
									Aggregate		\$2,000,000			
									Deductible		\$25,000			

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability Coverage policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability Coverage & Workers Compensation policy. General Liability Coverage evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability Coverage evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

Lexington-Fayette Urban County
Government
200 East Main Street
Lexington KY 40507 USA

CANCELLATION

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

570114315850

Certificate No :





Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC
POLICY NUMBER See Certificate Number: 570114315850		
CARRIER See Certificate Number: 570114315850	NAIC CODE	EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



ADDITIONAL REMARKS SCHEDULE

Page _ of _

<small>AGENCY</small> Aon Risk Insurance Services West, Inc.		<small>NAMED INSURED</small> HGS, LLC	
<small>POLICY NUMBER</small> See Certificate Number: 570114315850			
<small>CARRIER</small> See Certificate Number: 570114315850	<small>NAIC CODE</small>		
		<small>EFFECTIVE DATE:</small>	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Named Insured Schedule	

Bayou Paul Mitigation Area, LLC
 Carolina Heelsplitter Conservation, LLC
 CBAY-VA LLC
 Chesapeake Wetland Mitigation Bank, LLC
 Church Branch Mitigation, LLC
 Coastal Louisiana Resource, LLC
 Colonel Land LLC
 EBX Waccamaw LLC
 EBX-EM LLC
 EBX-GCW LLC
 EBX-MOUNTAIN RUN, LLC
 EBX-Neuse I, LLC
 EBX-TAR PAM, LLC
 Earthmark Southwest Florida Mitigation, LLC
 Ecological Restoration Services, LLC
 Eighth Louisiana Resource, LLC
 Environmental Banc & Exchange, LLC
 Environmental Banc & Exchange, LLC (TX)
 Fifth Louisiana Resource, LLC
 First California Resource, LLC
 First Indiana Resource
 First Louisiana Resource, LLC
 First Pennsylvania Resource, LLC
 First Texas Resource, LLC
 First West Virginia Resource, LLC
 Fourth Louisiana Resource, LLC
 GDS, LLC
 Headwater Management, LLC
 Headwater Science, LLC
 HGS, LLC
 HGS, LLC dba RES Environmental Operating Company, LLC
 KKR Potamoi Aggregator GP, LP
 Liberty Island Holdings, II LLC
 Maurepas Land Holding, LLC
 Mitigation Management, LLC
 Potamoi Holdings, LLC
 RES Aster, LLC
 RES Aster II, LLC
 RES Big Cypress, LLC
 RES Bluefield, LLC
 RES Buyer, Inc.
 RES Carbon, LLC
 RES Carolinas, LLC
 RES CCE Greensferry, LLC
 RES Florida, LLC
 RES Florida Consulting, LLC
 RES Great Lakes, LLC
 RES Gulf Coast, LLC
 RES Holdings, LP
 RES Kentucky, LLC
 RES Mitigation, LLC
 RES Parent, Inc.
 RES R-Bar Land, LLC
 RES-RLH Highlands Ranch, LLC
 CPR/HLV Highlands Ranch, LLC
 RES-RLH West Coast, LLC
 RES-RLH West Coast II, LLC
 RES-RLH West Coast Management, LLC
 RES Texas Mitigation LLC
 RES United, LLC
 Resource Environmental Solutions, LLC
 Resource Project Specific Mitigation, LLC
 RLF Angleton Properties, LLC
 Sandra Walters Consultants, LLC
 Second Louisiana Resource, LLC
 Seventh Louisiana Resource, LLC
 Sixth Louisiana Resource, LLC
 Talisheek, LLC
 Third Louisiana Resource, LLC
 Third Texas Resource, LLC
 Wetland Banking Group of Indiana
 Wisconsin Clearinghouse, LLC

ACORD 401 (2008)
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Policy Number: VRS0007682

Effective Date: 10/01/2024

Expiration Date: 10/01/2025

VIRTUE PACK

ADDITIONAL CANCELLATION NOTICE

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

In the event that cancellation of this policy is instigated by the Company for any reason except non-payment of premium, the Company will provide 30 days advance notice of such cancellation to the following entity:

AON COMMERCIAL RISK SOLUTIONS

1900 16th St. Suite 1000

Denver, CO 80202

It will be the sole responsibility of the entity listed above to send notice to the persons or organizations on file with them, on behalf of the Named Insured. The Company will not receive or maintain a copy of the persons or organizations on file with the entity listed above. The sole responsibility for the accuracy and correctness of information on file with the entity listed above lies exclusively with the first Named Insured and the entity listed above. The Company has no legal obligation of any kind to any such person(s) or organization(s) on file with the entity listed above.

The failure to provide advance notification of cancellation to the person(s) or organization(s) on file with the entity listed above will impose no obligation or liability of any kind to the Company, its agents and representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule 30 days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule 10 days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

Workers' Compensation and Employers' Liability Policy

Named Insured Resource Environmental Solutions, LLC	Endorsement Number
	Policy Number Symbol: WCF Number 54326778
Policy Period 10/08/2024 - 10/01/2025	Effective Date of Endorsement 10/08/2024
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

The following Condition is added to **PART SIX - CONDITIONS**:

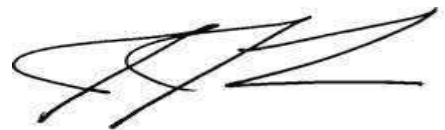
Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule 30 days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule 10 days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.



Authorized Representative

Policy Number: VES0004735
Effective Date: 10/01/2024
Expiration Date: 10/01/2025

VIRTUE RISK PARTNERS
VIRTUE EXCESS

ADDITIONAL CANCELLATION NOTICE

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This endorsement modifies insurance provided under VIRTUE EXCESS form number VE P 0612.

In the event that cancellation of this policy is instigated by the Company for any reason except non-payment of premium, the Company will provide 30 days advance notice of such cancellation to the following:

SCHEDULE

Entity	Description
AON COMMERICAL RISK SOLUTIONS	1900 16th St. Suite 1000 Denver, CO 80202

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.