

**PART III**

**Invitation to Bid No. 98-2011**

**McConnells Trace Greenway Restoration Project**

**2011**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 10 / 17 / 2011

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Advanced Mulching Technologies Inc DBA EcoSpro  
Po Box 22278 Lexington, KY. 40522  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing  
business as a Corporation  
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the **McConnells Trace Greenway Restoration Project**; Lexington, Kentucky, having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within ninety (90) (with the exception of the landscaping) consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. <u>1</u> Date <u>10/10/2011</u>	Addendum No. _____ Date _____
Addendum No. <sup>MUSE</sup> <del>Participation Notice</del> Date <u>10/6/2011</u> ;	Addendum No. _____ Date _____
Addendum No. _____ Date _____;	Addendum No. _____ Date _____
Addendum No. _____ Date _____;	Addendum No. _____ Date _____

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: 98-2011

Date: October 10, 2011

Subject: McConnells Trace Greenways Restoration Project

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

**TO ALL PROSPECTIVE BIDDERS:**

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

- 1) Access to the Greenway can be from 175 McConnells Trace Blvd, through public area located beside Anderson Communities Townhomes – 103 McConnells Trace Blvd, or at the trail as shown on map.
- 2) A 5% bid bond and 100% performance bond will be required for bids over \$50,000.
- 3) Pre-bid conference sign-in sheet is attached.

Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: Advanced Mulching Technologies Inc. DBA ECDGRO

ADDRESS: P.O. Box 22273 Lexington, KY 40522

SIGNATURE OF BIDDER:  Resident

SIGN-IN SHEET

**Pre-Bid #98-2011 -- McConnell's Trace Greenway Restoration Project**  
**Oct 10, 2011 @ 2:00 PM**

[illegible]

2. LEGAL STATUS OF BIDDER

Bidder Advanced Mulching Technologies, Inc. DBA EcoGro

Date 10/17/2011

\* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom James Hansen, bearing the official title of PRESIDENT, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\* 3. An individual, whose signature is affixed to this Proposal. (Print name)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

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

1. His/~~her~~ name is James M. Hansen and he/~~she~~ is the individual submitting the bid or is the authorized representative of Advanced Mulching Technologies, Inc. DBA EcoGPO, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. 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 the "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.

**COMMONWEALTH OF KENTUCKY**  
**COUNTY OF FAYETTE**

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

James Hansen on this the 17 day of October, 2011.

My Commission expires:

April 25 2015

Georgia A. Hise

NOTARY PUBLIC, STATE AT LARGE, KY



#### 4. BID SCHEDULE

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum and/or unit prices which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid.

#### McConnells Trace Greenway Restoration Project

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
1.	1	LS	Construction Staking Per Lump Sum	\$ <u>2,000.00</u>	\$ <u>2,000</u>
1.	1	LS	Earthwork-Excavation Per Lump Sum	\$ <u>23,900</u>	\$ <u>23,900</u>
2.	1	LS	Earthwork-Embankment Per Lump Sum	\$ <u>18,000</u>	\$ <u>18,000</u>
3.	355	TN	Channel Lining Per Ton	\$ <u>35</u>	\$ <u>12,425</u>
4.	23	TN	Rock Check Dam Per Ton	\$ <u>30</u>	\$ <u>690</u>
5.	1,930	LF	Silt Fence Per Linear foot	\$ <u>2.00</u>	\$ <u>3,860.</u>
6.	4,984	SY	Seeding and Protection Per Square Yards	\$ <u>.45</u>	\$ <u>2,242.80</u>
7.	4,270	SY	Erosion Control Mat Per Square Yard	\$ <u>5.00</u>	\$ <u>21,350</u>
8.	1	EA	Project Sign Per Each	\$ <u>600</u>	\$ <u>600</u>
9.	3	EA	Rock Structures Per Each	\$ <u>1,000</u>	\$ <u>3,000</u>
10.	27	LF	Chain Link Fence Per Linear Foot	\$ <u>20</u>	\$ <u>540</u>



Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
11.	1	LS	Performance and Payment Bond Per Lump Sum	2220	2220

Total Amount of = \$ 90,827.<sup>80</sup>


Bid Alternate

12.	1	LS	Landscaping Per Lump Sum	\$ <u>49,500</u>	\$ <u>49,500.00</u>
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Respectfully Submitted,

BY: Advanced Mulching Technologies, Inc. DBA ECOGRO  
(NAME OF FIRM)

DATE: 10/17/2011

BY: 

TITLE: President

OFFICIAL ADDRESS AND PHONE:

Ecogro

PO Box 22273

Lexington, Ky. 40522-2273

\_\_\_\_\_(Seal if Bid is by Corporation)

by signing this form you agree to all of the terms and associated forms.

**5. STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

1. Name of Bidder: Advanced Mulching Technologies, Inc DBA EcoGro
2. Permanent Place of Business: 708 Donkey St. Lexington, KY. 4050? (NO MAIL)
3. When Organized: May 2001
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:

2007 Komatsu PC160 excavator

2004 Terex TA27 6x6 Dump truck

2007 Bobcat T250 skid steer

1997 Bobcat B93

1998 Ford F800 16' Flatbed Dump truck

1999 Chevy W4 14' Dump truck

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Travelers Casualty and Surety Company of America

(Surety)

Signed: Deborah A. [Signature]

(Representative of Surety)

8. The following is a list of similar projects performed by the bidder: (Attach separate sheet if necessary).

	<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Lexington	Bluegrass <sup>Station</sup> Stream Restoration	Ky Dept of Military Affairs - Annan	\$ 397,371.50
	Millcreek Stream Restoration	Lexington, Ky Millcreek Elementary School	\$ 132,735.00
	Guy Cove Stream Repair	Robinson Forest Perry Co. Ky.	\$ 24,750.00
	Lexmark Stream repair	Lexmark Shady Brook Park Lexington Kentucky	\$ 112,000.00
	Town Branch Stream Restoration Phase I	Winchester Kentucky	\$ 586,075.00

9. The bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
NONE		

10. List Key bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Eric Dawalt	Construction Engineer/Manager	3
Russ Turpin	Environmental Specialist	5
Tom Cutter	Operator	3
Jon Arthur	Operator	2
Brandon Langefeld	Survey/Laborer	1

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>MAJORITY</u>
N/A - NONE			

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low bidder, we will submit to the Owner within 7 calendar days following the Bid Opening, a sworn statement on the Owner's form regarding all current work on hand and under contract, and a statement on the Owner's form of the experience of our officers, office management and field management personnel. Additionally, if requested by the Owner, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the Owner)—all in accordance with the Bid Documents.

Respectfully submitted:

Advanced Mulching Technologies Inc. DBA ELOGRO  
(Name of Contracting Firm)

BY: James Hansen

TITLE: President

DATE 10 / 17, 20 11

## 6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

### BRANCH OF WORK

#### - LIST EACH MAJOR ITEM

Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

### SUBCONTRACTOR

### DBE

yes/no \$ of proposed work

1. Construction Staking Name: Vision Engineering NO \$ 2,000  
Address: \_\_\_\_\_
2. Dump Trucks / Hauling Name: Cross Excavation Services NO \$ 2,000  
Address: \_\_\_\_\_
3. \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_
4. \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_
5. \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_
6. \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_
7. \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**7. AUTHENTICATION OF BID AND STATEMENT OF**  
**NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

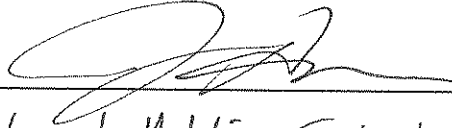
1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky ☒ Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

**AUTHENTICATION OF BID AND STATEMENT OF**

**NON-COLLUSION AND NON-CONFLICT OF INTEREST (continued)**

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.

Signed by:



Firm:

Advanced Mulching Technologies Inc DBA-ECOGLO

Address:

PO Box 22273

Lexington, KY. 22273 - 2273

Telephone:

(859) 231 0500

Date:

10/17/2011



**8. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Jim Hansen

POSITION/TITLE: Customs / Business Manager

STATEMENT OF EXPERIENCE: See attached resume

NAME OF INDIVIDUAL: Eric Darnall

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: See attached resume

NAME OF INDIVIDUAL: Russ Tempin

POSITION/TITLE: Environmental Specialist

STATEMENT OF EXPERIENCE: see attached resume

NAME OF INDIVIDUAL:

Jim Linder

POSITION/TITLE:

Personnel Manager

STATEMENT OF EXPERIENCE:

see attached resume

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

BY:

Advanced Mulching Technologies Inc DBA ECOGRO  
Name of Firm

DATE:

10/17/11

BY:

[Signature]

TITLE:

President

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. Attach separate sheets if necessary.



## PROFESSIONAL REGISTRATION

KEPSC Qualified Inspector, License #070800091

## EDUCATION

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

## PROFESSIONAL POSITIONS HELD

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

Mr. Hanssen leads the firm specializing in environmental restoration, with experience in stream and wetlands restoration, Stormwater Best Management Practices (BMP's), and Low Impact Development (LID) construction techniques, green infrastructure, native plants, recycling organics, and biodegradable materials. He currently manages employees, construction and installation schedules, payroll, books, tax related filings, inventories, SWPPP development and inspections, and the office. He also supervises crews in the field to ensure timely completion and high quality of work.

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

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

## SPECIALIZED TRAINING

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

## RELEVANT PROJECT EXPERIENCE

Mr. Hanssen has over 15 years of experience running all aspects of a business performing design, construction, and maintenance of stream and wetlands restoration, landscapes and green infrastructure. Mr. Hanssen has been involved in the construction and maintenance of **eight stream restoration projects; six of which were designed by Stantec personnel.** He has also constructed stormwater BMP's such as constructed wetlands, rain gardens, and riparian buffers. He regularly prepares storm water pollution prevention plans (SWPPP) and inspects construction sites for erosion and sediment control compliance. He is experienced in the application of biodegradable recycled organics in restoration, seeding, invasive species removal, and LID infrastructure. Mr. Hanssen has worked either directly, as a vendor, or as a subcontractor for many large contractors, consultants, and governmental agencies such as INDOT, KYTC, Kentucky Department of Fish and Wildlife Resources, US Fish and Wildlife

Service, Tennessee Stream Mitigation Program, US Forest Service, Southern Conservation Corporation, Black and Veatch, Lexmark International, Coca Cola Enterprises Inc., and the Nature Conservancy.

The following are some individual projects highlighting his experience:

**Bluegrass Station Stream Mitigation Project, Lexington, Kentucky**

Southern Conservation Corporation and the Kentucky Transportation Cabinet hired the EcoGro/Ridgewater Team to construct the stream restoration project on the Kentucky Department of Military Affairs base in Avon, Kentucky known as Bluegrass Station. This project, designed by **Stantec Consulting**, consisted of 6,000 linear feet of stream restoration and enhancement, using in-stream structures for grade control and habitat creation. As Construction and Business Manager, Mr. Hanssen was responsible for everything from construction stakeout, directing equipment operations, temporary seeding and straw mulching, native riparian planting, invasive species removal and SWPPP development, implementation and inspections.

**Aveys Run Stream Enhancement Project, Milford, Ohio.**

EcoGro stabilized 700 linear feet of reconstructed stream on the Cincinnati Nature Center property as part of this **design/build** project funded by an EPA 319 grant through the Clermont County Soil and Water Conservation District. In addition, three acres of invasive species were removed during construction of this project. This **design/build** project was designed by **Stantec Consulting**.

**Coca Cola Enterprises Rain Garden, Lexington, Kentucky.**

Coke hired EcoGro to **design/build** a rain garden on their property. It is designed to slow down and soak in the first 1.6" of rain off of a 30,000 square foot parking lot. 2500 native plants were installed in the garden to remove/take up nutrients and hydrocarbons from the parking lot. Because of its location on the landing pattern of Bluegrass Airport the design incorporated the Coca Cola bottle shape to add visual interest, while maintaining functionality. **Winner of LFUCG Environmental Commission Award**

**Brushy Creek Stream Restoration Project, Greenup County, Kentucky.**

Over 4400 linear feet of stream was restored on Brushy Creek using natural channel design techniques in a **design/build** contract. The Project Manager, Mr. Dawalt PE, entrusted Mr. Hanssen of EcoGro to install the native vegetation on eight acres disturbed by the construction. A self-maintaining mixture of wildflowers and native grasses were quickly established on the area.

**Lexington Green Storm Water Pond Stabilization and Enhancement, Lexington, Kentucky.**

Heavily eroded slopes and no vegetation left the Lexington Green stormwater pond unsightly and ineffective at helping to improve water quality. The slope was reestablished and 5,000 native aquatic, marginal and upland plants were installed. Five years of ongoing maintenance will be performed to ensure the proper plants grow in and out-compete the invasive species. This **design/build** project has turned this eyesore into an urban oasis and an asset to the community. **LFUCG Environmental Commission Honorable Mention**

**KYTC Landscape Enhancement – Mulch Paris Pike, Lexington, Kentucky.**

Working for the **Kentucky Transportation Cabinet** under the Klausing Group's Master Agreement, Advanced Mulching Technologies, Inc / EcoGro applied over 2000 cubic yards of mulch in the landscape beds along a stretch of highway from Lexington to Paris. Mr. Hanssen managed the timely and successful application and completion of this project.

**Pond Creek and Crooked Creek Stream Restoration Projects, Western Tennessee.** These projects included the relocation and restoration over 12,000 linear feet of channel for the Tennessee Stream Mitigation Program to mitigate for the losses associated with new road and other construction. As the on-site manager for EcoGro, Mr. Hanssen provided the erosion and sediment control for the project and managed the installation of the erosion control blanket. The **design-build** projects were designed by **Stantec Consulting**.

**Woodfield Pond Riparian Buffer Enhancement, Lexington, Kentucky.**

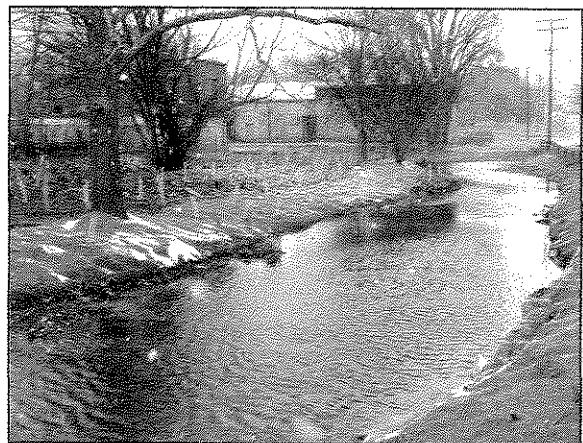
Woodfield HOA approached EcoGro to curtail bank erosion and reestablish vegetation. Mr. Hanssen managed construction of this **design/build** project consisting of three rock weir's / check dams to slow water entering system from the nearby road. A native plant riparian buffer of ½ acre incorporating a trail with aquatic, marginal and upland plants was built. The job succeeded to stop the erosion, provide urban habitat for wildlife, and improve the aesthetics of the area.

**Mill Creek Stream and Wetlands Restoration Project, Lexington, Kentucky.** Mr. Hanssen was the construction and business manager for this **design/build** project that restored 700 linear feet of urban headwater stream in the West Hickman watershed to improve habitat and water quality. The project was designed and managed by Ridgewater, LLC and the Stream Institute of the University of Louisville, Department of Civil Engineering. Mr. Hanssen managed the construction of the project. He also prepared the SWPPP, installed the sediment control, and performed the erosion and sediment control inspections. This innovative project, funded by the **KDFWR Wetlands and Stream Mitigation Program**, was designed to be an in-stream water quality/quantity BMP and was awarded a **2010 Kentucky Environmental Quality Commission Award**.

**South Fork Currys Fork Stream and Wetlands Restoration Project, Oldham County, Kentucky.** Mr. Hanssen is the construction and business manager for this **design/build** project with Ridgewater, LLC and the Stream Institute of the University of Louisville, Department of Civil Engineering. The project is currently under construction and will restore approximately 3000 linear feet of channel to: improve aquatic and terrestrial habitat, establish a riparian buffer of native trees, shrubs, grasses and wildflowers, reduce sediment erosion and downstream sedimentation, improve water quality, and reduce adjacent house flooding. The project is being funded by the **KDFWR Wetlands and Stream Mitigation Program**.

**Lee's Branch Stream Restoration Project, Midway, Kentucky.**

This 1600 linear foot stream restoration project was executed by a **design/build** team. The dredged and straightened channel was at one time used as the water supply for several turn-of-the-century mills and factories in downtown Midway and was over-widened and eroding. The channel was restored using natural channel design techniques by recreating a proper width/depth ratio, installing native limestone riffles and pools, stabilizing the banks with bioengineering methods, and planting a riparian buffer of native trees and shrubs. Mr. Hanssen directed EcoGro personnel as they hydroseeded the riparian area with native warm season grasses and wildflowers.





**Eric L. Dawalt, PE**



***Project Manager***

## **PROFESSIONAL REGISTRATION**

Professional Engineer in Kentucky, License #22350

## **EDUCATION**

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

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

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

## **PROFESSIONAL POSITIONS HELD**

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

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

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

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

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

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

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

## **SPECIALIZED TRAINING**

River Morphology and Applications, Wildland Hydrology, 2006

Bioengineering Short Course, Robin Sotir and Associates, 2000.

Fluvial Geomorphology for Engineers, Wildland Hydrology, 1999.

XP-SWMM Courses, 1999-2000.

HEC-RAS Course, 1999.

SEDCAD v.4.0, 1997.



**Eric L. Dawalt, PE**  
**Project Manager**



**EXAMPLES OF RELEVANT PROJECT EXPERIENCE:**

Mr. Dawalt is the Project Manager for the Ridgewater/EcoGro team. He is a professional engineer with **over ten years of experience** in the **design, construction, and monitoring** of stream and wetlands restoration projects using natural channel design techniques. He worked and trained under Mr. David Rosgen, one of the leading experts in the field of stream restoration. He has collaborated as a research engineer on several cutting edge projects with Dr. Arthur Parola of the Stream Institute at the University of Louisville Department of Civil Engineering. Some of his recent work involves treating stormwater runoff in streams with passive organic filters, hyporheic zones, and constructed wetlands.

As Project Manager, Mr. Dawalt has designed and/or constructed 18 stream and wetlands restoration projects that account for over 45,000 linear feet of restored stream, with a cumulative budget of over \$4 million. Mr. Dawalt has been the Project Manager and worked with Stantec personnel on eight stream restoration projects.

Below are some examples of Mr. Dawalt's relevant project experience:

**Aveys Run Stream Enhancement Project, Milford, Ohio.** Mr. Dawalt managed the restoration of over 1700 linear feet of stream on the Cincinnati Nature Center property as part of this **design-build** project funded by an EPA 319 grant through the Clermont County Soil and Water Conservation District. Working with **Stantec Consulting**, this fast-track project was designed, permitted and constructed in less than eight months, exceeding the expectations of the client and Ohio Department of Natural Resources, who oversaw the grant.

**Bluegrass Station Stream Mitigation Project, Fayette County, Kentucky.** As part of this KYTC-funded project, Mr. Dawalt served as the Project Manager for the Ridgewater/EcoGro Team that provided the construction of over 6,000 linear feet of stream restoration on the Commonwealth of Kentucky's Bluegrass Station property. Mr. Dawalt coordinated with KYTC and other project stakeholders: Southern Conservation Corporation, and U.S. Fish and Wildlife Service, and Stantec Consulting. Mr. Dawalt worked closely with design engineer **Stantec Consulting** to implement in-field design changes to improve habitat and stream stability.

**East Fork Little Sandy River Stream Restoration Project, McCormick Property, Lawrence County, Kentucky.** Mr. Dawalt was the Project Manager for the construction of this KDFWR/Finance Cabinet project, while with another firm. The project design was field modified by Mr. Dawalt under the direction of Mr. Bill Sampson (KDFWR) to be more successful by realigning the channel through a little used area of pasture field, correcting deficiencies in the stream profile, and replacing the grade control structures that were not applicable to a sand bed/bank stream with more appropriate native sandstone riffles. Instead of installing the wire mesh water gate at the cattle crossing that was designed (and that would catch trash and debris) Mr. Dawalt designed and constructed a new type of water gate that uses solid conveyor belts to keep animals out of the stream, while not catching debris. This new design has been successfully used on several other projects by other design consultants. The success of the EFLSR project has helped pave the way for KDFWR efforts to restore several miles of stream adjacent to this project.

**Little Snake River Restoration Project, Slater, Colorado.** Mr. Dawalt worked for and was trained by Mr. David Rosgen of Wildland Hydrology on this project. It consisted of restoring 16 miles of stream from a degraded, over-widened channel into a premier trout fisheries habitat. At

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**Project Manager**

the time, it was the largest privately funded stream restoration project in North America. Mr. Dawalt operated equipment in the construction of this restoration project.

**Left Fork Trace Creek Stream Restoration Project, Boyd County, Kentucky.** The KDFWR In-Lieu-Fee Program-funded project was administered by the Big Sandy RC&D. As Project Manager, Mr. Dawalt oversaw the design and construction of this **design-build** stream restoration project, which consisted of relocating and restoring 1350 linear feet of headwater stream in Boyd County, Kentucky. Mr. Dawalt worked closely with KDFWR and RC&D personnel throughout the conceptual and final designs, and permitting process, and he oversaw and implemented the construction.

**Coca-Cola Bottle Rain Garden BMP, Lexington, Kentucky.** Mr. Dawalt was the design engineer and oversaw the construction of the #1 Rain Garden in the Bluegrass Rain Garden Alliance Program. The innovative components of this **design-build** project included treating up to 30,000 gallons of parking lot runoff per storm event using passive biofiltration, installing low-maintenance native vegetation, and using over 95% recycled or reclaimed materials in the construction. The project was a collaborative project between Coca-Cola Enterprises, Lexmark International, University of Kentucky, and EcoGro. It was a winner of a 2008 LFUCG Environmental Commission Award.

**Pond Creek and Crooked Creek Stream Restoration Projects, Western Tennessee.** Working for the Tennessee Stream Mitigation Program while with another firm, Mr. Dawalt managed the relocation and restoration over 12,000 linear feet of channel to mitigate for the losses associated with new road and other construction. Mr. Dawalt assisted in the design and cost estimating, and oversaw, managed and provided quality control during construction. The **design-build** projects were performed in conjunction with **Stantec Consulting**.

**Buck Creek Stream Mitigation Project, Pulaski County, Kentucky.** Mr. Dawalt is providing stream restoration and construction guidance as a consultant to The Nature Conservancy and Dr. Vincent Neary (formerly of Tennessee Tech University). The project involves over 20,000 linear feet of stream restoration/creation adjacent to Buck Creek, which supports an endangered mussel species. The project is being funded by the KDFWR In-Lieu Fee program and KYTC.

**Mill Branch Stream Restoration Restoration Project, Dewitt, Kentucky.** Approximately 1700 linear feet of stream was restored to improve habitat for the **federally threatened black side dace**, the first such project in the Southeastern United States done specifically for an endangered species. Mr. Dawalt was a research engineer on the project in conjunction with the Stream Institute of the University of Louisville, the U.S. Fish and Wildlife Service, the Kentucky Department of Fish and Wildlife Resources, and the Natural Resources Conservation Service. He oversaw the design implementation and managed the construction of the project.

**Lexmark Shady Brook Park Stream Bank Repair Project, Lexington, Kentucky.** Mr. Dawalt is the Project Manager for this **design/build** project to repair the eroding stream banks on reaches of Cane Run and the IBM Tributary on Lexmark's property. The project will reduce sediment erosion and stabilize the banks, by installing a limestone rock toe, erosion control blanket and native wildflowers and grasses.

**Mill Creek Stream and Wetlands Restoration Project, Lexington, Kentucky.** Approximately 700 linear feet of stream was restored to improve habitat and water quality for the headwater stream on the property of Millcreek Elementary. Mr. Dawalt was a research engineer on the project in conjunction with the Stream Institute of the University of Louisville. The project was

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**Project Manager**

funded by the Kentucky Department of Fish and Wildlife Resources and the U.S. EPA. Other project partners included the US Fish and Wildlife Service, University of Kentucky Tracy Farmer Institute for Sustainability and the Environment, and Fayette County Public Schools. Mr. Dawalt prepared the conceptual plan, and with the Stream Institute, the design plans. He oversaw the design implementation and managed the construction of the project. This innovative project was designed to be an in-stream water quality/quantity BMP. It is the first project in the state to utilize an organic filter/limestone aquifer in the stream bed to remove nitrogen from stream base flow. It is also designed to reduce sediment loads, treat nutrients, and capture other pollutants such as metals, oils, and greases from the completely developed watershed in floodplain wetlands. ***The project was awarded a 2010 Kentucky Environmental Quality Commission Award.***

**Burroughs Hollow Stream Restoration Project, Jackson County, Tennessee.** Mr. Dawalt was the Project Manager for the **design/build** Burroughs Hollow stream restoration project for the Tennessee Stream Mitigation Program (TSMP). It is approximately 940 linear feet of stream channel and riparian habitat restoration on Burroughs Hollow which is a first order tributary to Blackburn Fork. The restored stream channel has re-captured groundwater lost since it was historically relocated against the toe-of-slope and a levee was built to essentially "dry-up" the floodplain. Construction of riffle-pool sequences using native substrate material has improved aquatic habitat diversity. Riparian restoration efforts have established native trees and shrubs along the riparian corridor that provide a diversity of forest structure, wildlife forage value, filtering capacity, soil stability, and riparian habitat.

**U.S. 27 Stream Mitigation Project, Alexandria, Kentucky.** Working for the Kentucky Transportation Cabinet while with another firm, Mr. Dawalt managed the relocation and restoration of over 3600 linear feet of channel to mitigate for the losses associated with the new road construction. Mr. Dawalt managed the construction and worked closely with the design engineer to make field changes to the design layout to improve the overall stream function. **Stantec Consulting** was the design engineer.

**South Fork Currys Fork Stream and Wetlands Restoration Project, Oldham County, Kentucky.** Mr. Dawalt is the project manager for this **design/build** project for the Stream Institute of the University of Louisville Department of Civil Engineering. It is being funded by the **KDFWR Wetlands and Stream Mitigation Program**. The project is currently under construction and will restore approximately 3000 linear feet of channel to: improve aquatic and terrestrial habitat, establish a riparian buffer of native trees, shrubs, grasses and wildflowers, reduce sediment erosion and downstream sedimentation, improve water quality, and reduce adjacent house flooding.

# Russ Turpin

*Environmental Specialist*

## PROFESSIONAL EXPERIENCE

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

**Environmental Specialist / Operator:** My primary responsibility has been running heavy equipment on stream mitigation projects in Central Kentucky. I also manage and oversee native plant restoration, weed control and ongoing maintenance programs on a variety of locations. In addition, I work to support local initiatives by providing education, outreach and technical assistance for rain gardens and other “Green” stormwater quality BMPs.

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

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

1/06 – 5/09 **EcoGro, Inc., - Lexington, KY**

**Environmental Specialist / Foreman:** Installation crew Foreman for erosion controls and native plantings on numerous stream mitigation projects in Kentucky, Tennessee and Ohio. In addition, I operated heavy equipment and coordinated noxious weed controls as well as ongoing stewardship programs. Clients have included engineers, private landowners, industrial facilities, local governments, state agencies, and non-profit organizations. I also developed proposals, designs, estimates and contracts for various EcoGro projects. Created the company’s website. Marketed and implemented erosion controls using bio-based systems in conjunction with various seeding and sediment control techniques. Certified Filtrexx ® Installer.

7/04 - 1/06 **Joshua Bills, Professional Land Surveyor - Berea, KY**

**Survey Rodman:** Survey crew and courthouse records researcher.

6/04 – 1/06 **Self-employed - Lexington, KY**

**Natural Landscape Designer:** Designed, installed and maintained residential gardens and landscapes, specializing in natural landscape design, Kentucky native plants, wildlife habitat restoration and organic materials.

3/02 – 1/05 **Johnson Lawnsapes - Lexington, KY**

**Foreman:** Comprehensive onsite training and supervision of a 2-5 man landscape installation and maintenance crew, developed the company’s project tracking and work ledger system, assisted with scheduling and coordinating crew task assignments for weekly work plans, procured and inventoried supplies, and serviced trucks and equipment. Operated various types of heavy equipment.

**Russ Turpin**  
*Environmental Specialist*

- 6/99 – 4/01     **Maverick Environmental and Construction Services - Stanford, KY**  
**Site Manager / Geologist:** Field management of hazardous waste cleanup – Chicago, IL, Superfund site decontamination – Colby, KS, remediated contamination from underground storage tanks (USTs), composed UST site assessment and progress reports to State regulators, compiled cost tracking and billing statements for State auditors, generated a project status database, operated Geo-probe® direct push auger, collected soil and groundwater samples, and conducted groundwater monitoring program. Additional project management experience with site surveying and layout, generating CAD maps, reconciling design discrepancies, installing utility lines and setting concrete forms to grade specifications, as well as operating heavy equipment. As a construction crew leader, I wrote daily job reports, tracked performance directives, procured and inventoried materials and equipment as well as prepared timesheets.
- 8/98 – 2/99     **Advanced Technologies International, Inc. - Lexington, KY**  
**Project Leader:** Conducted UST removal and remediation site investigations, assesses and scheduled soil and groundwater remediation activities, planned soil sampling and monitoring well installations, interpreted analytical data, communicated with clients and State regulators, obtained landfill and encroachment permits, composed progress reports, prepared field information packets and maintained a project tracking database.
- 2/97 – 4/97     **Friends of North Chickamauga Creek Greenway – Chattanooga, TN**  
**Intern:** Evaluated use of an undeveloped section of greenway, assessed the feasibility of a new trail by visually surveying the land, mapped and marked a proposed trail, maintained existing trails, identified areas of exotic plant invasion and composed a project report.
- 5/96 – 8/96     **Tennessee Department of Environment and Conservation, Department of Energy Oversight Division, Local Oversight Committee – Oak Ridge, TN**  
**Intern:** Drafted the Division's annual status report to the public, wrote a summary on the impacts of privatization of DOE nuclear facilities and operations, attended State and federal hearings and public information sessions, and participated in local community outreach events.

**EDUCATION, TRAINING AND CERTIFICATION**

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- 2/11     **Commercial Herbicide Operator**, License #34670
- 2/10     **Vegetation for Restoring Ecosystems and Treating Stormwater** USDA Southern Regional Water Program, webinar.
- 9/10     **Watershed Institute**, Center for Watershed Protection.
- 6/09     **Non-Commercial Pesticide Applicators Certification**, License # 31755.
- 2/07     **Certified Erosion Prevention and Sediment Control, Level I**, Tenn. Dept. of Environment and Conservation, Certification # 113835.
- 9/06     **First Annual Regional Wetlands Restoration Institute**, USFS, Daniel Boone National Forest.
- 3/06     **CPESC Exam Review Workshop**, Louisville MSD & Certified Professional Erosion and Sediment Control.
- 3/05     **AutoCAD for Stream Restoration and Monitoring**, NCSU and UK, BAE Dept.
- 1/02 – 6/03     **Natural Resources Leadership Institute**, University of Kentucky.
- 11/99     **Standard First Aid & Adult CPR**, American Red Cross.
- 9/98     **OSHA HAZWOPER Certification**, 40 Hour training completed.
- 8/92 – 5/97     **Bachelor of Science, Environmental Studies: Geology**, University of Tennessee at Chattanooga. GPA 3.0

**Russ Turpin**  
*Environmental Specialist*

**COMMUNITY ORGANIZATIONS**

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11/08 – Present	<b>Bluegrass Rain Garden Alliance</b> , Steering Committee Member, Commercial / Professional Team Co-coordinator.
1/08 – Present	<b>Bluegrass Partnership for a Green Community, Water/Stormwater Team</b> , Member.
12/07 – Present	<b>Cane Run Watershed Council</b> , Member.
4/06 – Present	<b>Friends of Wolf Run</b> , Member, Technical Advisory Committee.
1/10 – Present	<b>Gardenside Spring Restoration Steward</b> .
5/02 – Present	<b>Wild Ones Lexington Chapter</b> , Member.
5/02 – 12/06	Founding President.
6/03 – 6/07	<b>Kentucky Waterways Alliance</b> , Member.
8/01 – 8/04	<b>Kentuckians for the Commonwealth, Central KY Chapter</b> , Member.
5/02 – 6/04	Environmental Work Team Co-coordinator.
11/03 – 6/04	Land Reform Committee Representative.
1/02 – 1/04	<b>UK-LFUCG Arboretum Arbor Day</b> , Planning Committee Member.

**PRESENTATIONS & OUTREACH EVENTS**

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8/11	<b>Cane Run Watershed Festival</b> , rain gardens and rain barrels.
8/11	<b>Coca Cola Stormwater Replenish Project</b> , rain garden design for stormwater management.
10/10	<b>Hoe and Hope Garden Club</b> , stormwater issues in Lexington.
9/10	<b>Royal Springs Middle School</b> , riparian buffer zones.
8/10	<b>UK FUSION</b> , stormwater education and service project in Green Acres neighborhood.
3/10	<b>Lexmark Sustainability Series</b> , Cane Run Watershed Project update.
2/10	<b>Bluegrass Home Learners Coop</b> , Cane Run watershed.
2/10	<b>Gardening Angels Garden Club</b> , discussion of native plants for landscaping.
1/10	<b>UK Energy Fair</b> , Watershed education activities for schoolchildren.
1/10	<b>Liberty Elementary School</b> , Science Fair judge.
1/10	<b>Soil Mates Garden Club</b> , native plants and water quality BMPs.
11/09	<b>Bluegrass Region, Federation of Kentucky Garden Clubs annual meeting</b> , rain gardens.
10/09	<b>Russell Cave Elementary 5<sup>th</sup> Graders</b> , 4H2O Water Ambassador Pilot Program.
9/09	<b>Mill Creek Elementary Creek Day</b> , macroinvertebrates and water quality indicators.
8/09	<b>Rain Day at Springhouse Gardens</b> , rain gardens, watersheds and water quality BMPs.
5/09	<b>KY Div. of Compliance Assistance, Green Infrastructure Series</b> , Bluegrass Rain Garden Alliance.
2/09	<b>Kentucky Water Resources Annual Symposium</b> , Bluegrass Rain Garden Alliance.
12/08	<b>UK, College of Ag., Invasive Species Conference</b> , using native plants in residential landscapes.
10/08	<b>Bluegrass Green Living and Energy Expo</b> , rain gardens and native plants along waterways.
4/08	<b>LFUCG Earth Day</b> , Coca Cola rain garden.
3/08	<b>Franklin County Cooperative Extension Service</b> , rain garden design and construction.
10/07	<b>Bluegrass Green Living and Energy Expo</b> , rain gardens and native plants along waterways.

**PUBLICATIONS**

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<i><b>Streamside Buffer Zones</b></i> , University of Kentucky Cooperative Extension brochure, August, 2010.
<i><b>Building A Rain Barrel</b></i> , University of Kentucky Cooperative Extension, publication HENV-201, July, 2010.
<i><b>Low Maintenance Landscaping</b></i> , <u>Kentucky Gardener</u> . September, 2008.
<i><b>Low-Maintenance, High-Impact Gardens; finding the balance between mankind and nature</b></i> . <u>Kentucky Gardener</u> . October, 2007.
<i><b>Kentucky Favorites: Using native plants in the home landscape</b></i> . <u>Kentucky Gardener</u> . September, 2007.
<i><b>Backyard Rain Gardens</b></i> . <u>Kentucky Gardener</u> . February, 2007.
<i><b>Create a Scene with Evergreens</b></i> . <u>Kentucky Gardener</u> . April, 2005.

## **PROFESSIONAL SUMMARY**

**Corporate Trainer** with experience in diverse industries, such as: erosion and sediment control inspection and compliance, green infrastructure, casual dining, manufacturing, service, and healthcare. Proven ability to synthesize best practices and trends to meet organization's unique needs to identify, develop and retain human capital. Demonstrated abilities include: **spearheading culture changes; developing programs to align training with operational objectives; matching talent acquisition with corporate objectives; creating and implementing programs for management development and succession planning; and balancing leadership training investments with corporate ROI.**

## **PROFESSIONAL EXPERIENCE**

**EcoGro Lexington, - Kentucky** **2006 – present**

**Erosion and Sediment Control Inspection and Compliance Officer**

Completed KEPSC Inspector Qualification Course, License # 071000138  
Responsible for the supervision of: EcoGro's SWPPP Management Program,  
SWPPP Document Development, and BMP Installation and Maintenance.  
Responsible for Staff Training and Development

**Thomas and King, Inc. – Lexington, Kentucky** **1994 to 2005**

*Thomas and King, Inc. dba Applebee's and Johnny Carino's restaurants, \$235 million in sales, 85 restaurants, in 6 states, 7,000 employees. .*

***Director of Leadership Development (2002-2005)***

- Created Thomas and King University.  
Results: Provided structure for implementing integrated Human Resource Strategies for: benefits, compensation, training, health, safety, recruiting and retention, performance management, policy compliance, risk management, and service culture initiatives.
- Developed multiple layers of leadership training.  
Results: Improved average weekly sales per restaurant from \$44,000 to \$57,000.  
ROI for advanced leadership training averaged \$8,000 /manager the first six months after training.
- Developed a new Manager Training Program with the focus on business results.  
Results: Saved the company \$26,000 per manager, in time and efficiencies.
- Developed a training program for a diverse group of hourly employees interested in management. Results: 60% of new, first line management were recruited from within.
- Provided manager support and Performance Coaching.  
Results: Able to retain 73% of the managers that were demoted.
- Provided Crisis Management for the Company.  
Results: 100% retention of the personnel that were traumatized due to the 18 armed robberies Thomas and King experienced over 11 years.

## 9. EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

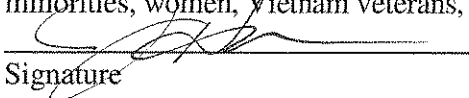
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

Signature



Name of Business

Advanced Mulching Technologies, Inc. DBA EcoGeo

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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.

Any project over \$50,000 will require a Performance Bond in an amount equal to 100% of the contract.



**10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Advanced Mulching Technologies, Inc. DBA - ECOGLO  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis  
without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising,  
layoff or termination, rates of pay and other forms of compensation, and selection for training, whether  
apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever  
feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to  
Equal Employment Opportunity for all individuals.

Jon Linde has been appointed Equal Employment Compliance (EEOC) Officer and  
shall be available for counseling, answering of questions in regards to this company policy, and to hear  
any complaints of discrimination. The EEOC Officer may be reached by calling (857) 231 0500

Signature:   
(Bidding Contractor)

Title: PRESIDENT  
Date: 10/17/2011

WORKFORCE ANALYSIS FORM

Name of Organization: Advanced Utility Technologies Inc. DBA EUGRO Date: 10 / 17 / 2011

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1							
Professionals	1	1							
Superintendents									
Supervisors	1	1							
Foremen	2	2		1					
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft	2	1							
Service/Maintenance									
Total:	7	6		1				7	

Prepared By: [Signature]

**11. MBE/WBE Participation Form**

1) Identification of Participating MBE/WBEs

MBE/WBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1.	Nine identified as of	\$ 10/17/11	%
2.		\$	%
3.		\$	%
4.		\$	%

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: Advanced Technology Inc By: Jim Hansen 

Date: 10/17/11 Title: President

# 12. EVIDENCE OF INSURABILITY

## LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT

(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Advanced Mining Technology Inc. DBA Eco Geo Employee ID: \_\_\_\_\_  
 Address: P.O. Box 22293 Lexington, KY 40502 Phone: \_\_\_\_\_

Project to be insured: Picconaults Tree Greening Project

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code Rating
(X)SC 1.6.1.1	CGL	\$2,000,000/per occ. aggregate Requirements (a) thru (c)	\$ 2,000,000.00	Motorist Mutual Ins.	
(X) SC 1.6.1.2	AUTO	\$2,000,000/per occ. aggregate Requirements (a) thru (c)	\$ 2,000,000.00	Motorist Mutual Ins.	
(X)SC 1.6.1.3	WC	\$ 4,000,000.00 w/ endorsement for Employer's Liability for \$1,000,000/per occ.	\$ 4,000,000.00	Kentucky ABC SIF	

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Heritage Insurance Agency  
 Agency or Brokerage

3306 Clays Mill Rd.

Lexington, Ky. 40503

Gary Hyman or Alex Condraci  
 Name of Authorized Representative

Street Address

*Lexington*

*Ky.*

City

State

Zip

*40503*

*(859) 219 1122*

Telephone Number

Title

Authorized Signature

Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.

**12. EVIDENCE OF INSURABILITY**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT**  
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Advanced Mobile Technologies Inc. DBA Eco6 eo Employee ID: \_\_\_\_\_  
 Address: P.O. Box 72293 Lexington, KY 40522 Phone: \_\_\_\_\_  
 Project to be insured: McConnell's Tower Greenway Project

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code Rating
(X) SC 1.6.1.1	CGL	\$2,000,000/per occ. aggregate Requirements (a) thru (c)	\$ 2,000,000.00	Motorist Mutual Ins.	A
(X) SC 1.6.1.2	AUTO	\$2,000,000/per occ. aggregate Requirements (a) thru (c)	\$ 2,000,000.00	Motorist Mutual Ins.	A
(X) SC 1.6.1.3	WC	\$ 4,000,000.00 w/endorsement for Employer's Liability for \$1,000,000/per occ.	\$ 4,000,000.00	Kentucky AHC SIF	A-

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Hentax Insurance Agency Name of Authorized Representative: Ernest Hyman or Alex Corbacci  
3306 Clavis Mill Rd.  
Lexington, KY 40503

Street Address

Lexington Ky. 40503

State

Zip

(859) 219 1122

Telephone Number

Title Insurance Agent

Virginia M Hyman

Authorized Signature

10-17-11

Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2011

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 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).

<b>PRODUCER</b> Heritage Insurance Agency, Inc 3306 Clays Mill Rd Suite 106 Lexington, KY 40503	<b>CONTACT NAME:</b> Ginny Hyman	
	<b>PHONE (A/C, No, Ext):</b> (859) 219-1122 <b>FAX (A/C, No):</b> (859) 223-4166	
<b>INSURED</b> Advanced Mulching Technologies DBA: Ecogro PO Box 22273 Lexington, KY 40522	<b>E-MAIL ADDRESS:</b> ginyin.heritage@qx.net	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> MOTORISTS MUTUAL INS CO	<b>NAIC #</b> 14621
	<b>INSURER B:</b> MOTORISTS MUTUAL INS CO	<b>NAIC #</b> 14621
	<b>INSURER C:</b> MOTORISTS MUTUAL INS CO	<b>NAIC #</b> 14621
	<b>INSURER D:</b> Kentucky AGC/SIF	<b>NAIC #</b> A0318
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>			3325970771	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
B	<b>AUTOMOBILE LIABILITY</b>			3325970771	01/01/2011	01/01/2012	PRODUCTS - COMPIOP AGG \$ 2000000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			3325970771	01/01/2011	01/01/2012	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1000000
	DED RETENTION \$						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			16876-0	01/01/2011	12/31/2011	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 4000000
							E.L. DISEASE - EA EMPLOYEE \$ 4000000
							E.L. DISEASE - POLICY LIMIT \$ 4000000

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

## CERTIFICATE HOLDER

## CANCELLATION

LFUCG Contractors Registration 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Advanced Mulching Technologies, Inc. dba EcoGro  
P.O. Box 22273, Lexington, KY 40522

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington-Fayette Urban County Government,  
Division of Central Purchasing 200 East Main Street, 3rd Floor, Room 338, Lexington, KY 40507

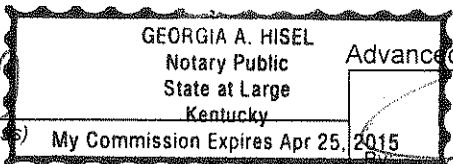
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid


Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LFUCG Project 98-2011, McConnells Trace Greenway Restoration  
Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 17th day of October, 2011

Georgia A. Hisel (Witness)  Advanced Mulching Technologies, Inc. dba EcoGro (Principal) (Seal)  
President (Title)

TSSP L (Witness)  Travelers Casualty and Surety Company of America (Surety) (Seal)  
By: Deborah L. Burton Attorney-in-Fact (Title)



POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Advanced Mulching Technologies, Inc. dba EcoGro

OR

Project Description: LFUCG Project 98-2011, McConnells Trace  
Greenway Restoration Project

Obligee: Lexington-Fayette Urban County Government, Division of Central Purchasing

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Deborah L. Burton** of the City of **Louisville**, State of **KY**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **25th** day of **April, 2011**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the **25th** day of **April, 2011**, before me personally appeared **George W. Thompson**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016**.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 2011.

*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**

**PART III**  
**FORM OF PROPOSAL**  
**INDEX**

1. FORM OF PROPOSAL
2. LEGAL STATUS OF BIDDER
3. BIDDERS AFFIDAVIT
4. BID SCHEDULE
5. STATEMENT OF BIDDER'S QUALIFICATIONS
6. LIST OF PROPOSED SUBCONTRACTORS
7. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
8. STATEMENT OF EXPERIENCE
9. EQUAL OPPORTUNITY AGREEMENT
10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY
11. MBE/WBE PARTICIPATION FORM
12. EVIDENCE OF INSURABILITY

**NOTE:**

CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THE "EVIDENCE OF INSURABILITY" FORM (LOCATED AT THE END OF PART III) IS NOT PROVIDED.