



LFUCG
Request for Proposal
13-2015

Jacobson Park Playground Design-Build Services

April 20, 2015

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elementdesign

400 Old Vine Street, Suite 206 - Lexington, Kentucky - 40507

P: 859.389.6533 www.element-site.com

Todd Slatin, Director
Division of Central Purchasing
Lexington Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Mr. Slatin:

We love a challenge. At Element Design, we believe our best work grows from complex projects, a passionate community and our own burst of creativity. We believe the Jacobson Park Playground project presents such a challenge. Many members of our firm, myself included, are quite personally attached to the existing playground and frequent it often with our own families. On any given sunny day, this place is a study in creative play; it's complex, imaginative and inherently charming. But we understand that the playground has also seen the end of its service and must evolve and change. And it must do so in a way that holds close what is so inherently magical about the existing playground, while becoming a space that is fresh, safe and more accessible to all children.

Element strives to seek a deep and meaningful narrative for all projects. Developing innovative design solutions, weaving site elements like earth, water, hardscape and landscape together with carefully developed details and story is what truly excites us as designers. We believe there is such a story to be told at Jacobson Park.

Our Team

We have partnered with **David Williams & Associates (DWA) / GameTime** to provide the complete team needed to successfully design, manage and construct this project. At Element, we specialize in creative site design, playing with grade and topography, managing storm water, creative pavements- blending art and environment. Our partner, DWA / GameTime, brings years of design experience in designing, manufacturing and installing playground structures and equipment. Their commitment to creativity, safety and universal accessibility is unparalleled in the industry. DWA also brings extensive experience with the LFUCG Division of Parks and Recreation, and have long proven to be a responsive and reliable partner.

Element Design

Ramona Fry, RLA, LEED AP BD+C will serve as **Principle in Charge** for our entire team. Ramona is a Principal of Element Design and brings 15 years of experience in design and management for large and complex projects. She has a thorough understanding of the issues and opportunities and was the project coordinator for many LFUCG projects. She is especially talented at managing "teams," public facilitation and keeping our clients completely informed through each phase of the work.

Vaughan Adkins, LEED AP BD+C, KEPSC Certified Inspector will serve as our **Project Civil Engineer**. Her background in watershed and storm water management, low impact development and permitting is the perfect fit for our team and for LFUCG. Vaughan has over 15 years of experience as a team Lead Civil Engineer.

Billie Motsch, Landscape Designer, will serve the team as the Landscape Design specialist. Billie has a strong background in the Nursery and Landscape Construction industry and she reviews and oversees landscape design projects and species selection and specifications for the firm. She will further assist the team with the development of plan graphics as part of the public facilitation process, as well as construction documents.

David Williams & Associates / GameTime

DWA has been affiliated with GameTime for over 40 years. DWA's list of services includes playground equipment and surfacing design, installation, pricing and production of renderings. DWA has a decades long history of client satisfaction, with a reputation for representing quality products and providing turn-key services. DWA's local representative, **Gigi Gibson**, is very familiar with our local market and works

directly with LFUCG Parks on a regular basis. Her working relationship with Parks will help facilitate a quick understanding of the goals and concerns for the project from the play equipment perspective. **Bob Greiwe** will serve as the construction manager for the project.

Todd Schunk of Schunk Excavating and Trucking will serve as the equipment and surfacing installer. Todd has been a **certified GameTime installer** for over 15 years. As a certified installer, Todd understands the safety and accessibility concerns unique to playground equipment. His years of experience will help the team understand and address issues during design as well as in the field.

LFUCG Experience

Element has years of experience working for LFUCG and on projects within Fayette County; we are also currently providing site design and engineering services for the new LFUCG Senior Center, where we are also coordinating with the Division of Parks and Recreation on the Idle Hour Park site. As **parents in the community**, we've also spent hours exploring the existing Jacobson Park Playground. We believe we have the right knowledge of the existing conditions, the design ability needed to **recapture the charm** of the existing site, and the regulatory experience needed to hit the ground running and help bring consensus to the final design for the playground.

David Williams & Associates experience with LFUCG Division of Parks and Recreation's is also extensive. Recent specific projects include the Wellington Park Icon Shelter, Castlewood Park Sail Shade, Hisle Park Icon Shelters, and Burley, Kenwick, Marlboro and Wolf Run Park Playgrounds. Their continued relationship with LFUCG Parks speaks volumes about their quality of products and level of service.

Park Experience

Element's recent experience includes improvements at six inner city parks for the **City of Hopkinsville**. Element also served as the prime design consultant for the **Elizabethtown Sports Park**, a 29 million dollar tournament sport and recreation park complex. The ESP features a multitude of park design features, including four separate themed play areas and a complete Miracle Field. We also believe our design work at the **Kentucky Childrens Garden** serves as a great example of the creative and narrative approach to site design in which we specialize. Further, we are **facilitators and graphic communicators**- our park and site planning experience often includes a stakeholder input process. Previous techniques we've used successfully have included **public meetings, project Facebook pages** and **online surveys**.

Additionally, **GameTime** also recently completed the renovation of the **Creative Playscape playground in Georgetown, Texas**. Also once the site of a beloved **Leathers & Associates** wooden playground like ours, GameTime helped renovate and reimagine this playground. Their experience in a similar endeavor is invaluable in helping our team understand the task at hand at Jacobson Park.

Why Us?

- We have assembled a team with the right combination of site and playground equipment design creativity, technical knowledge and experience.
- Our Partner, DWA / GameTime, has years of research invested in designing safe and universally accessible playgrounds.
- We know and love this playground. It is our absolute passion to be involved in its evolution.

We sincerely appreciate the opportunity to provide you with information for this important project and we look forward to presenting our firm and our services to you in person. If you should require any additional information, please give me a call at 859-389-6533.

Respectfully Submitted,



Ramona Fry, RLA, LEED BD+C

Section B. Team Qualifications

Element Design is one of Kentucky's most highly recognized Landscape Architecture, Planning and Civil Engineering firms. We strongly believe that the environment is dynamic and involves adaptation and change. As designers, we believe our work should also be transformational and responsive to client, environment and community. Element Design is the result of an earlier merger of several successful site design firms. Our firm principals have a combined 50+ years of experience in site planning and design.

We are also committed to a collaborative design process with project stakeholders, and a studio style environment within our office. We utilize research, creativity and technical experience to help us approach all projects in a holistic spirit. We believe in finding the greater message and understanding the full impact of any project within its greater context, with a commitment to the artful execution of the project within the built environment.

We offer professional design services for: **LANDSCAPE ARCHITECTURE + PLANNING + CIVIL ENGINEERING**

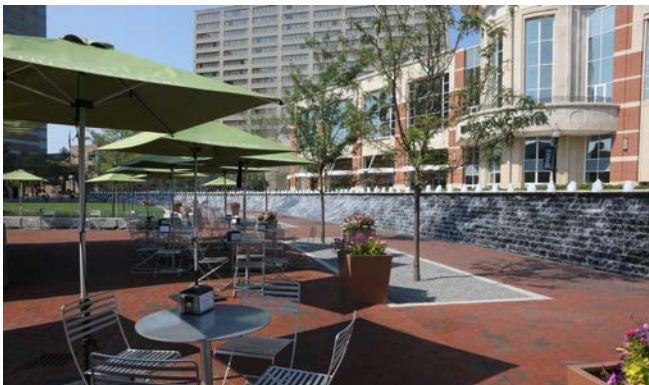
- Campus Master Planning & Design
- Commercial & Residential Landscape Design
- Construction / Contract Administration
- Construction Documents
- Cost Estimating
- Corridor & Main Street Master Planning
- Inventory & Analysis
- Land Planning & Zoning
- LEED Certification & Documentation
- LPA Project Administration
- Parks, Recreation & Trail Planning & Design
- Planting Plans
- Sanitary Sewer Design
- Signage & Way Finding Master Planning & Design
- Site Grading
- Site Planning & Design
- Site Visioning Graphics & Computer Modeling
- Sports Facilities Planning & Design
- Storm Sewer Design
- Urban & Streetscape Design
- Water Line Distribution Design



Elizabethtown Sports Park



University of Kentucky Children's Garden



Triangle Park



University of Kentucky Alumni Plaza

Section B. Team Qualifications

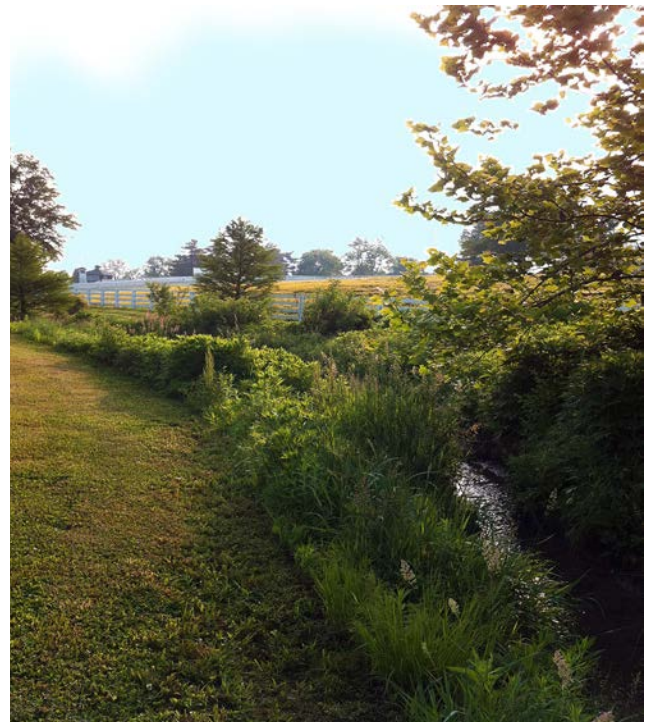
We believe **Element Design** is uniquely qualified to provide the specific services outlined in the RFP. We have years of experience working for LFUCG, Parks and within Fayette County, both as a sub-consultant and as the prime consultant. As we are currently working on multiple projects within Fayette County, we understand the regulatory process associated with permits within the LFUCG jurisdiction, as well as potential regulatory issues associated with work in **environmentally sensitive areas**. While the existing playground is not currently within the defined 100 year floodplain, we understand that the floodplain is adjacent, as well as the lake, and have years of experience in associated **permitting, designing for erosion prevention** and sediment control measures, and consideration of how **grading, storm water controls and material selections** affect the greater watershed.

Element is also greatly experienced in **public facilitation**. We have successfully utilized stakeholder and **focus groups, public meetings, project facebook pages and online surveys** as some of our tricks for eliciting public input into the design process. We find that allowing for a number of forms of communication helps to elicit a greater response from the public and really foster the sense that the **community's voice is heard**. While not all ideas make it in to the final design, we believe it is critical that all ideas are heard; often this is the most important step in **achieving consensus and building the community's trust and belief** in a project. We've used these techniques on several recent projects, including the **Elizabethtown Sports Park, Morehead State University Master Plan, SKCTC Master Plan, Rebecca Street Community Garden, etc.** Further, we are just very passionate about this particular project; as parents in the community who visit this place often, we understand it is magical, it is beloved, and its transformation needs to capture what is great about the existing playground, while expanding that experience to all users.

Finally, we are first and foremost designers. We believe that we excel at finding the story in a space and exploring that narrative through shaping the land, utilization of native materials, careful detailing of pavements and amenities. We also believe the story of water in the landscape is so critical to this project, both in terms of its role on the site and in the region, but also in teaching the next generation about storm water management and conservation. Recent projects like the Alumni Plaza / greenroof renovation, the Kentucky Childrens Garden, the ECU Science Building and the Kentucky Horse Park Stream Restoration utilize these notions to create beautiful and educational places in the landscape.



EKU Science Building



Kentucky Horse Park Stream Restoration

Section B. Team Qualifications



Award Winning Projects

- 2015 Kentucky Chapter ASLA - Award of Excellence
The Kentucky Children's Garden - Lexington, KY
- 2015 Kentucky Chapter ASLA - Merit Award for Design
University of Kentucky Alumni Plaza Renovation - Lexington, KY
- 2015 Kentucky Chapter ASLA - Merit Award for Design
Morehead State University Master Plan - Morehead, KY
- 2014 American Public Works Association
Design Honor Award Parks Category
Hopkinsville Downtown & Inner-City Park - Hopkinsville, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
Elizabethtown Sports Park - Elizabethtown, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
University of Kentucky - Alumni Plaza Renovation - Lexington, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
Western Kentucky University - Centennial Mall - Bowling Green, KY
- 2012 KRPS Facility Award
Elizabethtown Sports Park - Elizabethtown, KY
- 2011 Kentucky Chapter ASLA - Merit Award for Design
The BCTC Newtown Pike Campus - Master Plan - Lexington, KY
- 2010 Environmental Commission Award
Kentucky Horse Park Stream Vegetation Project - Lexington, KY
- 2005 SPEAS International Airport Award
Blue Grass Airport Versailles Road Mural Design - Lexington, KY
- 2004 Kentucky Chapter ASLA - Design Merit Award
Bluegrass Airport Versailles Road Mural Design - Lexington, KY
- 1996 Kentucky Chapter ASLA - Merit Award for Design
Outdoor Classroom Linlee Elementary School - Lexington, KY
- 1994 Kentucky Chapter ASLA - Merit Award for Design
Hopkinsville Community College Master Plan - Hopkinsville, KY
- 1993 Special Recognition Award for Design
UK Medical Center Plaza Sculpture Garden - Lexington, KY
- 1992 Kentucky Chapter ASLA - Design Recognition Award
Florence Nature Center Plaza Design - Florence, KY
- 1991 Kentucky Chapter ASLA - Design Recognition Award
Spalding University Sculpture Garden - Louisville, KY
- 1990 Kentucky Chapter ASLA - Design Honor Award
Environmental Sculpture - University of Kentucky - Lexington, KY

Section B. Team Qualifications

David Williams & Associates, Inc. (DWA) has been exclusively representing **GameTime** Park and Playground Equipment in Ohio since 1988. From 1974 to 1988 David Williams was a GameTime sales associate for another representative's organization. His affiliation with Game Time spans over **40 years**. Mr. Williams has a degree in parks and recreation management from Kent State University (1973).

David Williams & Associates, Inc. carries a full line of park and recreational equipment. As a manufacturer's representative we offer the finest lines available. Annual sales exceed six million dollars. The firm offers complete service of pricing, designing, and installing Game Time equipment. Proposals are enhanced with the aid of **2-D and 3-D color renderings**. All sales associates are NPSI (National Playground Safety Institute) certified, assuring the customer of a project in complete compliance with all current ASTM Standards and ADA requirements. Game Time Certified installers offer further assurance that a completed project is completely compliant.

David Williams serves as president and Ruth E. Williams serves as secretary-treasurer. Robert (Bob) Greiwe, covers the Columbus, Dayton, Cincinnati, area and has been with David Williams & Associates since 1988. Northwest Ohio sales territory is covered by Kathy Kolanko since 2006. Sales for the state of Kentucky are overseen by Gigi Gibson. Additional local office support staff totals seven (7).

Incorporated under the laws of the State of Ohio David Williams & Associates, Inc. has never defaulted on a contract nor had a contract revoked. Additionally, in 26 years no penalty has ever been assessed for untimely completion of a project. In addition to offering the finest lines of park and recreational equipment, customer service and satisfaction are of the utmost importance. The many repeat customers and increased sales of over 400% in the past 26 years are proof to this testament.

DWA has also included **Schrunk Excavating and Trucking as the Certified Installer** for this team. Both DWA and Schrunk have extensive experience working with Fayette County, particularly for the LFUCG Division of Parks and Recreation as well as for Fayette County Public Schools. In addition to this work, DWA has been involved in the installation of dozens of universally accessible playgrounds throughout the region.

DWA has included **GameTime as the manufacturer** for this team. GameTime's commitment to high quality equipment that meets and exceeds all applicable standards of safety and accessibility is top notch in the industry. **GameTime, and its parent company PlayCore, have committed years of research in the field of inclusive play.** For this project, DWA has also included **PlayCore's Inclusion Consultant, Jennie Sumrell, to assist in the design of the playground, equipment and surfacing to help insure the project meets the high standard of inclusion without.**

Our team's commitment to exciting, education, safe and inclusive play is unparalleled. Additional information regarding research and play principles, equipment and surfacing follows.



GameTime project - Creative Playscape, TX



David Williams & Associates + GameTime



Project: *Sproutlings Pediatric Daycare Accessible Playground*

Customer: Masonic Homes of Kentucky
Budget: \$250,000
Year: 2011
Reference: Julie Mulligan, Director of Education & Operations - 502-753-8229
Scope: Provide/Install universal accessible playground, Poured in Place Rubber Surfacing

Project: *Fort Campbell Schools – ADA Compliant Playgrounds*

Customer: Fort Campbell
Budget: \$1,200,000
Year: 2011
Reference: Richard Hayes – 502-624-7917
Scope: Provide and Install 10+ ADA compliant playgrounds at (5) elementary schools on base with 100,000+sqft of Poured Rubber surfacing and 20,000sqft of Shredded Rubber

Project: *Harper Meadows Accessible Playgrounds*

Customer: Great Parks of Hamilton County
Budget: \$305,000
Year: 2012
Reference: Todd Palmeter, Park Planner & Facility Management - 513-521-7275
Scope: Two universal accessible playgrounds with our installation team providing: Site Prep/Excavation, Poured in Place Rubber Surfacing, and Concrete perimeter curb

Project: *Washington Park Custom Playground*

Customer: Cincinnati Parks
Budget: \$410,000
Year: 2011
Reference: Steven Schuckman, Director of Planning - 513-475-9600
Scope: Supply and install of three themed playground pieces.(Ruin Wall, Tower, Canal Boat) Included the following site work: Excavation, Installation of themed pieces with crane, Pouring special footers for installation of themed playground pieces.

Project: *Snyder Park Accessible Playground*

Customer: National Trails Park District, Springfield, Ohio
Budget: \$300,000
Year: 2014
Reference: Leann Castillo, Director - 937-324-7347
Scope: Universally accessible playground with Poured in Place Rubber surface, Shade Shelters and Site Furnishings. Additional site work included: Demolition, Excavation, Concrete perimeter curb and Concrete Pads





2Play Togethersm

Best Practice Guidelines

Creating Inclusive Communities Through Meaningful Play

The purpose of PlayCore’s unique inclusive play programs is to provide educational resources for communities that wish to move playgrounds beyond minimum accessibility to create more usable outdoor play environments that recognize everyone’s right to fully participate in equitable play. Inclusive play environments intentionally address the physical and social inclusion of people of all ages and abilities. PlayCore is proud to partner with leading experts, Utah State University’s Center for Persons with Disabilities and Lekotek, to help communities provide meaningful, healthy play opportunities for everyone.

Partnership:



Comprehensive companion programs include:

- ▶ *Me2sm: 7 Principles of Inclusive Playground Designsm*
 - Design guidebook of best practices for upgrading existing or designing new outdoor inclusive play environments
 - Considerations for addressing the needs of the whole child
 - Model inclusive play environments
 - Inclusive playground checklist
- ▶ *2Play Togethersm: Fostering Friendships Through Inclusive Play*
 - Program guide filled with tips and activities to promote inclusive play, understanding, and fun between children of all abilities
 - Playground activities that promote character development
 - Disability awareness resources

EXECUTIVE SUMMARY

“Providing intergenerational, inclusive play ensures that all people experience the satisfaction of contributing to meaningful play and reap the lifelong developmental, physical, and social benefits of inclusion”.

- Keith Christensen, Ph.D.
Faculty Fellow, Utah State University
Center for Persons with Disabilities

1 be fair

The play environment provides social justice by being equitable and usable by people of all abilities so they can enjoy their right to play.

2 be included

The play environment supports the participation of individuals with diverse abilities in social & physical activities for inclusive, intergenerational play.

3 be smart

The play environment is easy to understand, allowing individuals to be successful and gain confidence through play.



6 be active

The play environment supports various degrees of physical and social participation in play while minimizing unnecessary fatigue.

7 be comfortable

The play environment is usable for individuals with sensory needs, diverse body size, posture, mobility, and motor control.

4 be independent

The play environment allows children to effectively explore and participate in play at their own level.

5 be safe

The play environment addresses current safety standards while providing developmental opportunities needed for exploration and challenge.



*Reference 7 Principles application document for specific project information.

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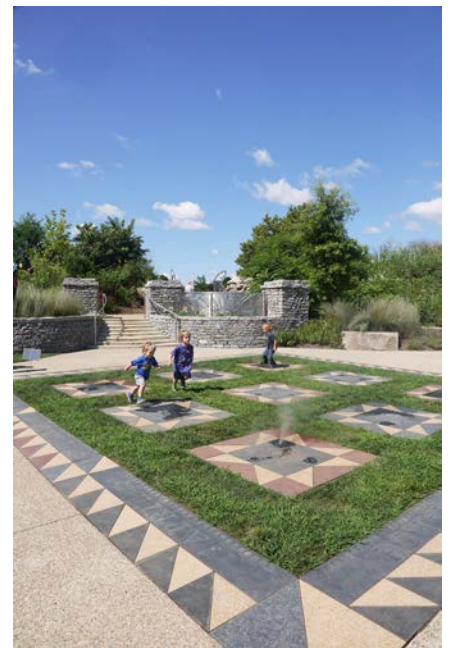
The play environment is usable for individuals with sensory needs, diverse body size, posture, mobility, and motor control.



Section C. Team Recent Experience

Element Design Recent Relevant Project List

- **UK Arboretum Children's Garden** - Cost: \$575,000, Keith Ingram, UK Capital Projects Management Division, 859.257.5911
- **Elizabethtown Sports Park** - Cost: \$ 29M, Jana Clark, Elizabethtown Tourism and Convention Bureau, 270.765.2175
- **Hopkinsville Inner-City Parks Design and Revitalization** - Cost: \$ 1.0M, Holly Boggess - AICP - Assistant Director & Downtown Renaissance Director 270.887.4285
- **The Isaac Murphy Memorial Art Garden** - Cost: \$ 675,000, Keith Lovan, P.E., LFUCG, Engineering, 859.258.3478
- **LFUCG Senior Center** - Cost: \$ 8.9M, Joyce Thomas, Administrative Officer Senior, LFUCG, 859.258.3054
- **University of Kentucky Alumni Plaza Renovation** - Cost: \$ 900,000, Ned Crankshaw, UK Chair of Landscape Architecture 859.257.7295
- **Gainesway Trail** - Cost: \$ 450,000, Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Shillito Park Trail** - Cost: \$ 1.2M, Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Jacobson Park Trail** - Cost: \$ 780,000, Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Kentucky Horse Park - Cane Run Watershed Restoration Master Plan** - Cost: TBD, Amanda Gumbert, UK College of Agriculture 859.257.6094
- **Rebecca Street Community Garden and Park** - Cost: TBD, James Edwards, Charleston Urban Renewal Authority 304.348.6890



Section C. Team Recent Experience

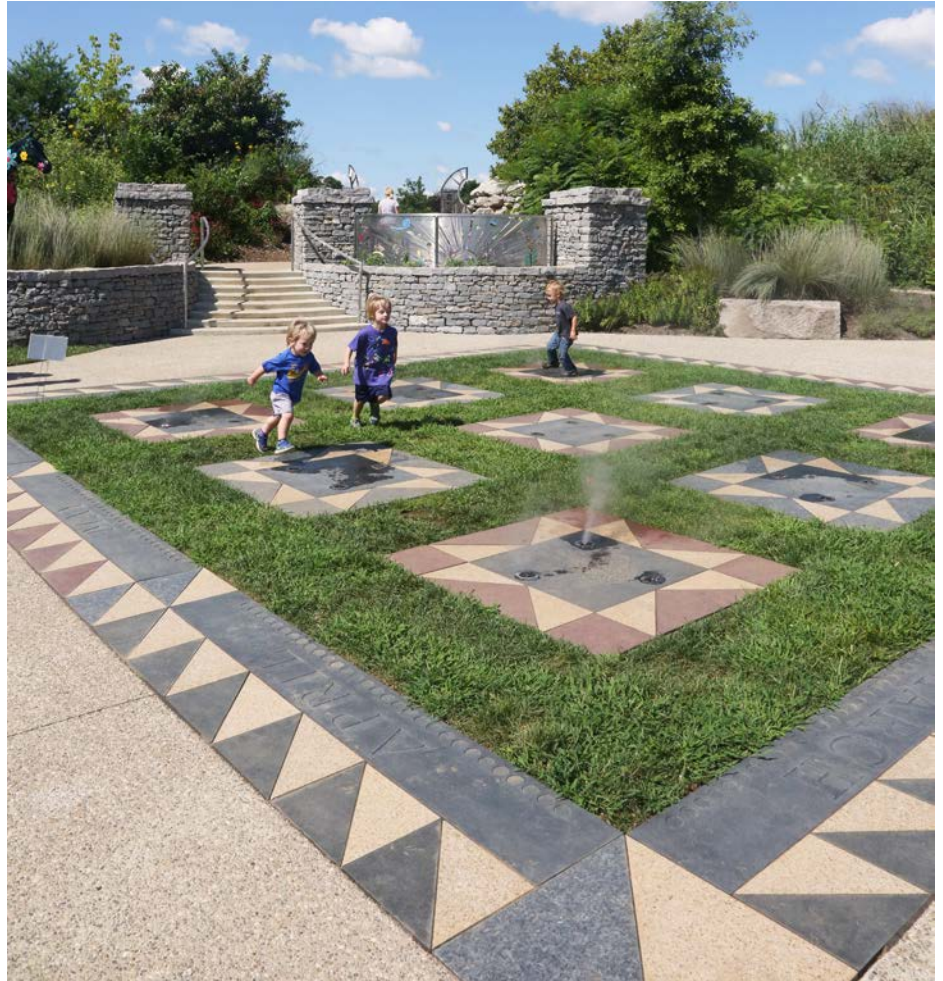
David Williams & Associates / GameTime Recent Relevant Project List (Play Equipment installed by Schunk Excavating & Trucking)

- **Pediatric Daycare Accessible Playground** - Cost: \$250,000, Julie Mulligan, Masonic Homes of Kentucky, 502.753.8229
- **Fort Campbell Schools ADA Compliant Playgrounds** - Cost: \$ 1,200,000, Richard Hayes, Fort Campbell Schools, 502.624.7917
- **Harper Meadows Accessible Playgrounds** - Cost: \$ 305,000, Todd Palmeto, Great Parks of Hamilton County, 513.521.7275
- **Washington Park Custom Playground** - Cost: \$ 410,000, Steven Schuckman, Cincinnati Parks, 513.475.9600
- **Snyder Park Accessible Playground** - Cost: \$ 300,000, Leann Castillo, National Trails Park District, 937.324.7347
- **Julifs Park Accessible Farm Theme Playground** - Cost: \$ 300,000, Ken Kushner, Anderson Park District, 513.266.3468
- **Sunshine Rotary Accessible Playground** - Cost: \$ 250,000, Kristin Hough, New Bremen Rotary, 419.394.0900
- **Clippard Park Accessible Playground** - Cost: \$ 485,000, Kevin Schwartzhoff, Colerain Township Parks, 513.385.6743
- **Sports Complex Accessible Boundless Playground** - Cost: \$ 420,000, Warren Clifford, Fort Knox, 502.624.7917
- **CDC Building 1491 Accessible Boundless Playground** - Cost: \$ 200,000, Warren Clifford, Fort Know, 502.624.7917



The Kentucky Children's Garden

Lexington, Kentucky



Client:
University of Kentucky

Client Contact:
Keith Ingram
UK Capital Projects
Management Division
859.257.5911

Cost: \$ 575,000

2015 ASLA Kentucky Chapter
Award of Excellence

The Kentucky Children's Garden is an experiential place, where children of all ages can interact with the environment and have fun while learning about the ecology, geology, and cultural history of Kentucky. Each program element was developed in collaboration with design and educational committees to maintain the design and educational intent throughout detailed design development and construction.

Scope:

- Design development, construction documents and contract administration for the primary, accessible loop trail, ponds and stream water features, entrance, walls, and quilt fountain
- Custom decorative concrete loop trail with imprints of fossils, leaves, animal tracks and cultural artifacts
- Detailed design of water feature with two spring heads, cascading streams and waterfalls, disappearing stream, wetland area, dock and boardwalk
- Coordination with local artists for design of the entrance gates and guardrail
- Design development and coordination with fabricators for the quilt fountain, made of custom engraved granite, turf, and fog misters
- Coordination with local artists and community volunteers

Elizabethtown Sports Park

Elizabethtown, Kentucky



“The Elizabethtown facility is a dramatic addition to our industry. It’s a head-turner. When we go to talk to tournament promoters at trade shows, they’re paying attention because it is tournament quality and large enough to hold regional and national events. It helps us sell Kentucky.”

*- Kevin Marie Nuss, Executive Director,
Kentucky Sports Authority*



Client:
Elizabethtown Tourism and
Convention Board

Client Contact:
Jana Clark
Elizabethtown Sports Director
270.765.2175

Cost: \$ 29 Million

KyASLA Honor Award for
Design Excellence
KRPS Facility of the Year Award

Element Design served as the prime consultant overseeing all aspects of the planning and design for this 158 acre sports facility

Scope:

- Eight Tournament Baseball Fields, four Tournament Women’s Fast Pitch Softball Fields, one Miracle Field, 10 Full Size Tournament Soccer Fields and two Championship Synthetic Turf Football/ Soccer Fields
- Three large pavilions, six concessions facilities, grandstands and press box, and a maintenance complex
- All roadways and parking lots, multiple Park entrances and gates, utility infrastructure, playgrounds, trails and full landscape development for the Park site and adjacent creeks
- Walking trails, four separate playgrounds, picnic pavilions, interpretive environmental study area and biofiltration displays
- More than four acres of constructed wetlands for stormwater quality and quantity management

University of Kentucky Alumni Plaza Renovation

Lexington, Kentucky



Client:
University of Kentucky
College of Agriculture

Client Contact:
Ned Crankshaw
Chair Landscape Architecture
859.257.7295

Cost: \$ 750,000

*2015 ASLA Kentucky Chapter
Merit Award for
Constructed Work
2013 ASLA Kentucky Chapter
Honor Award for Design*

The renovation of Alumni Plaza transforms a degraded concrete roof plaza into a signature space that celebrates the forms, shapes and materials of Kentucky's agricultural landscape.

Scope:

- Green space and permeable pavers replace failing concrete pavement
- Temporary native crop gardens showcase the College's research projects and Kentucky agriculture
- Custom steel arch creates a gateway to the College of Agriculture
- Banners and kiosks provide information and share the College's mission
- Outdoor rooms create informal gathering or quiet study time on the sun deck or in one of several seating areas
- Green screens soften the vertical concrete architecture



About:

Colerain Township, Ohio began the process in 2008 to create a redevelopment plan for Clippard Park. Part of that process was a community built universally accessible playground.

The Boundless Certified Playground was built by more than 100 CVS Caremark employees on September 18th, 2009. For a successful Build Day, the township called upon David Williams & Associates to provide multiple supervisors to organize and lead the volunteers.

Holding a pre-construction meeting we worked with the Township and CVS to create a plan to determine how the day would proceed. The township used a GameTime installer to locate and auger the holes in advance ensuring all the work would be assembly and not digging the day of the build.

Watch online: <http://youtu.be/NhMM13JGLP4>



Featuring wide accessible ramps to allow wheelchair and mobility device access, the structure includes multiple activities to create social, tactile and physical opportunities for children of all abilities to interact.



About:

Thanks to the hard work of Target volunteers and Park District staff in October 2011, a new playground was installed at Francis RecreAcres in Sharonville. The play area is currently the Park District's most universally accessible playground!

Instrumental in connecting the local Target management with Hamilton County, David Williams & Associates provided multiple supervisors for the day to make sure each step of Build Day went smooth.

The new play structure features a variety of elements, including: Multiple wide ramps for access with mobility devices. An area of play that encourages physical fitness and coordination. An array of bright colors to increase visual stimulation and playable musical instruments to increase auditory function.

Project Contact -

Todd Palmeter, Great Parks of Hamilton County
513 521-7275

Watch online: <http://youtu.be/SBsHa4-BFkg>



Shade structures were added to allow for a more enjoyable play experience. Rubber safety surfacing was installed to allow access to all areas of the playground for users of all abilities and mobility devices.



About:

US Bank wanted to do the impossible. Providing 100 volunteers to build two \$100,000+ playstructures on the same day in the same park. This park improvement for Great Parks of Hamilton County was an award winning project with the Ohio Parks and Recreation Association.

Located at two separate picnic areas, both structures offer different play activities while including ADA accessible ramps for mobility devices access. 'Oak Opening' offers multiple ramp accessible slides while 'Sweetgum Slope' offers fitness based X-Scape components. Both playgrounds include the use of multiple vivid colors to create a visual difference and help make each playground a destination for park visitors.

Project Contact - Todd Palmeter, Great Parks of Hamilton County 513 521-7275



Both play structures include shade roofs to provide a 'cooler' play experience. Rubber safety surfacing was installed to allow access to all areas of the playground for users of all abilities and mobility devices.

Sproutlings Pediatric Daycare - Masonic Homes of Kentucky



About:

Masonic Homes of Kentucky built the Sproutlings Pediatric Day Care & Preschool with state-of-the-art resources, where every child can feel cared for, comfortable, safe and stimulated. Based on David Williams & Associates knowledge of inclusive play they were selected to provide a full ramp accessible playground.

The project included some unique challenges, as the site only would allow for a very linear design. Rising to the challenge, we developed a complete playstructure to fit their area with multiple shade canopies, sliding and rock climbing opportunities. The Rock N' Raft was included in the playstructure to allow users in ADA mobility devices the experience of having a rocking or moving sensation while being included in play with other children. The playground also includes multiple freestanding panels from the GT Jams and Gizmo panels selections. Additional activities include the Rainbow Ball Arch, Talk Tubes and Playhouse.

The entire play area is surfaced with GTImpax Poured in Place Rubber, providing a safe play surface while those with mobility devices have no problem navigating the play space.





About:

Included in a complete \$40+ million renovation of one of the Queen City’s oldest parks - is this unique playground that represents the area’s heritage and early beginnings. The playground is composed of 3 main features: Castle Tower, Climbing Ruin Wall and Canal Boat. The site is finished off with additional play elements such as the GameTime SkyRunner and T-Swings.

The Canal Boat is Wheelchair Accessible and offers various sensory items for children with different abilities.

The Ruin Wall is 7 feet tall and runs 42 feet in length. Matching sandstone used throughout the park project, we included multiple places for kids to both climb and social.

The focal point of the playground is the 18 feet tall Castle Tower with 10’ high internal spiral tube slide. Built on the edge of a mound, a double hillside slide and hillside climber wall were incorporated into the design.

Project Contact -*Steven Schuckman*
Director of Planning Cincinnati Parks
513 475-9600

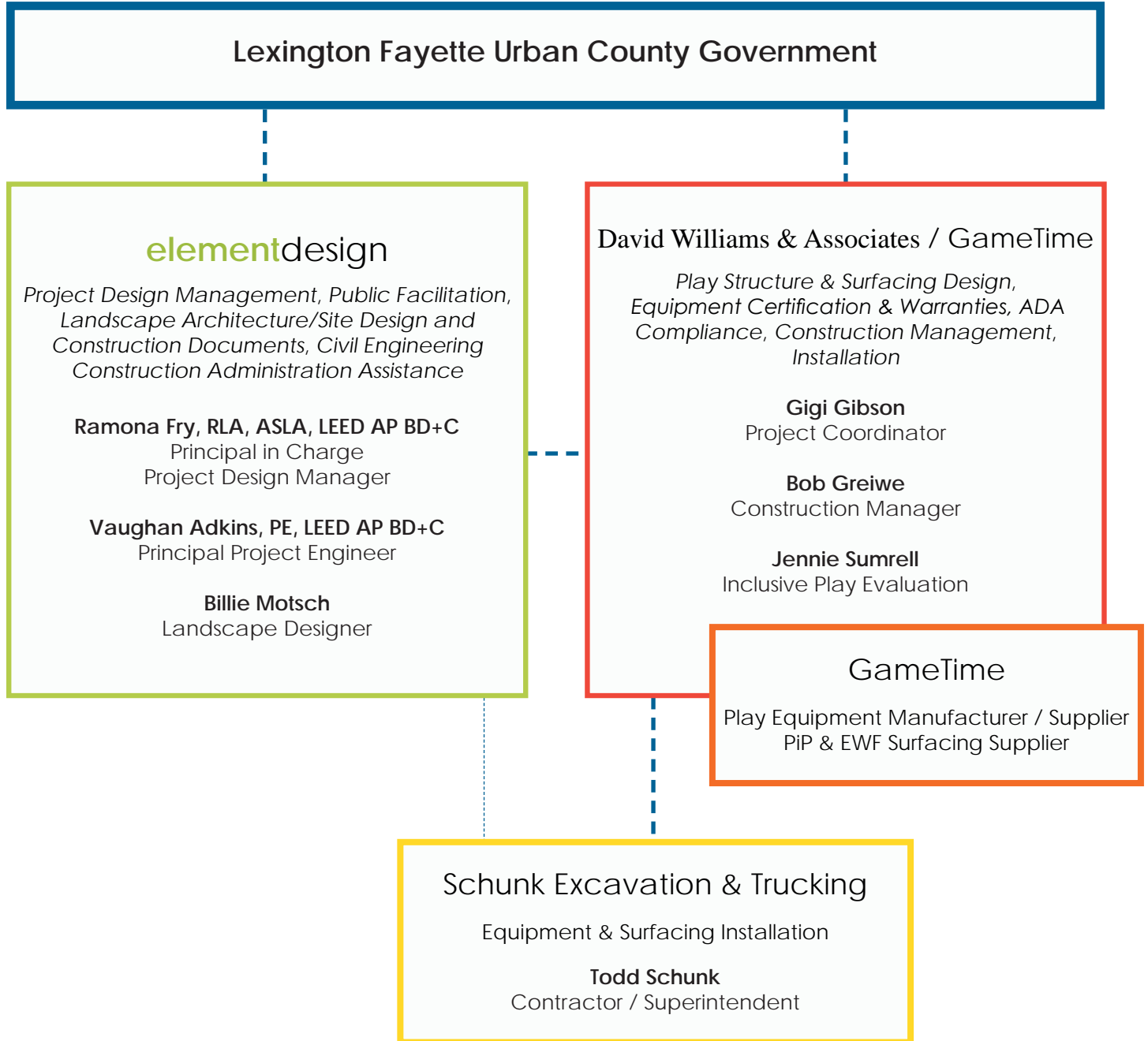


A variety of different types of play surfacing were inter-mixed to help distinguish and create a visual difference to the different play areas. All the unitary surfaces used allow access to each area for users with mobility devices.

Section D. Team Roles & Organizational Chart

Element Design will serve as prime consultant, coordinating the entire team and being responsible for overall project success. Element will provide services that include project management, agency coordination, team communication, public / community participation, landscape design, civil engineering, construction documentation, bidding, and contract administration.

Element Design employs 5 licensed Landscape Architects and one Landscape Designer. Element Design also holds a current Engineering Permit with the Commonwealth of Kentucky, license number 2811. Vaughan Adkins, PE, LEED BD+C serves as the Project Engineer for Element Design.



Section D: Key Personnel Experience



Ramona Fry, RLA, ASLA, LEED AP BD + C

Ramona will serve as the Principal in Charge and Design Project Manager for this project. She will oversee schematic design and planning for the entire playground, Public Facilitation, and production of Construction Documents. She will also be on site to review work during construction administration. Her experience as Project Manager and Prime Consultant includes the \$ 29M Elizabethtown Sports Park and the \$3.5 M Kentucky Horse Park Pedway Renovation project to help prepare the KHP for the upcoming World Equestrian Games in 2010.

Ramona is a registered Landscape Architect with fifteen years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration.

Registration: Landscape Architect
– Kentucky, #661

Certifications: LEED AP BD+C

Education:
University of Kentucky
Bachelor of Science in Landscape
Architecture, 1999.

Idaho State University
Bachelor of Arts in Education,
1994.

Professional Experience:
Element Design, PLLC
(formerly M2D Design Group)
Senior Partner / Principal
Landscape Architect
2008-Present

McIlwain + Associates
Landscape Architect
2000- 2008

Adjunct Faculty
University of Kentucky
2002

Louisiana State University
College of Design
Graduate Assistant
1999-2000

Ramona has a wide variety of project management experience that includes plazas, parks, sports facilities, campus planning and design and site development. Recent clients include the Commonwealth of Kentucky Finance Cabinet, Lexington Fayette Urban County Government / LFUCG, the University of Kentucky, Berea College, the Kentucky Community and Technical College System (KCTCS), and the Kentucky Horse Park.

Recent Experience:

Elizabethtown Sports Park - Elizabethtown, KY

LFUCG Senior Center - Lexington, KY

Gainesway Trail - Lexington, KY

Rupp Arena and Convention Center - Lexington, KY

Kentucky Horse Park New Outdoor Arena - Lexington, KY

Kentucky Horse Park Pedway Repairs, Replacement & Upgrade -
Lexington, KY

University of Kentucky Alumni Plaza Renovation & Rooftop Garden -
Lexington, KY

Lower Cane Run Wet Weather Storage Facility / Architectural and Site
Improvements, Lexington, KY

Good Foods Coop / Habitat Restore Green Infrastructure Project /
Parking Lot Renovation - Lexington, KY

Berea College John G. Fee Glade - Berea, KY

Berea College Indian Fort Sustainable Parking Lot Renovation - Berea,
KY

Section D: Key Personnel Experience



Vaughan Adkins, PE, LEED BD + C

Vaughan will serve as the Civil Engineer this project. She is currently working for LFUCG on the Senior Center at Idle Hour Park, and also has recent experience permitting through LFUCG, KY Division of Water and coordinating with KY American Water.

Vaughan is a registered Civil Engineer with over 15 years of experience in grading, drainage, potable water distribution supply and treatment, sanitary sewer collection and treatment, and structural design. Her former experience specialized in DOD contracts for over 12 years in at least 25 different states. This work ranged from highway and building structures to utility and stormwater design and permitting.

Vaughan has proven her ability to adapt to changing environments and thrive as part of diverse teams. The diversity of experience she possesses lends itself to coordinating and communicating with other professionals.

Registration:

Kentucky, PE # 24737
Tennessee, PE
Colorado, PE 43695
Nebraska, E-14597
Florida, PE-76299

Certifications: LEED AP BD+C
Certified KEPSC Inspector

Education:

West Virginia University,
Morgantown, WV
Master of Science
Civil Engineer,
Cum Laude, 1998

Bachelor of Science
Civil Engineer,
Magna Cum Laude, 1996

Professional Experience:

Element Design, PLLC
(formerly M2D Design Group)
Civil Engineer
May 2014-Present

Mason & Hanger Group, INC,
A Day and Zimmerman Group,
Civil Engineer
2004 - 2013
Structural Engineer
1999-2003

Brown & Kubican, PSC,
Lexington, KY

Structural Engineer
January 2003- October 2003

Project Experience:

LFUCG Senior Center - Lexington, KY

Good Foods Coop / Habitat Restore Green Infrastructure Project /
Parking Lot Renovation - Lexington, KY

Eastern Kentucky University New Science Building - Richmond, KY

Eastern Kentucky University Ashland Building - Richmond, KY

Jefferson Community and Technical College - Seminary Building
Renovation- Louisville, KY

Jefferson Community & Technical College - Carrollton County Campus
Phase 1 Building - Carrollton, KY

Montgomery County Library- Mt. Sterling, KY

Morehead State University new Residence Halls - Morehead, KY

Morehead State University Dining Facility and Parking Structure -
Morehead, KY

March Indoor Training Range, LEED Silver Certified, March AFB, CA*

Naval Air Station (NAS) - New Orleans, Belle Chasse, LA*

Marine Corps Logistics Base (MCLB) - Albany, GA*

Niagara Indoor Firing Range and Niagara Air Reserve Base -
Niagara, NY*

Pohakuloa Training Area, Battle Area Complex - Big Island Hawaii, HI*

* Work completed while employed by firms other than Element Design

Section D: Key Personnel Experience



Billie Motsch

Billie will serve the team as the Landscape Design specialist. Billie has a strong background in the Nursery and Landscape Construction industry and she reviews and oversees landscape design projects and species selection and specifications for the firm. She will further assist the team with the development of plan graphics as part of the public facilitation process, as well as construction documents.

She is a landscape designer who graduated with a Bachelor of Science in Landscape Architecture from the University of Kentucky. She has over 9 years of experience in planning, landscape architectural design and development of construction documents. Her experience includes commercial, residential, military and industrial planning and design.

Billie is an experienced project manager with the ability to take projects from design concept through construction completion. Ms. Motsch has also assisted with LEED documentation/certification for numerous projects in Louisville and Virginia.

Education:

University of Kentucky
Bachelor of Science in
Landscape Architecture, 2005

Work Experience:

Element Design, PLLC
Junior Partner / Landscape
Designer
2012-Present

M2D Design Group, PLLC
Landscape Designer
2011-2012

Mindel, Scott and Associates
Landscape Designer
2005-2011

Project Experience:

LFUCG New Senior Center - Lexington, KY

Gainesway Trail - Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Walnut Street Park - Hopkinsville, KY

Berea College Indian Fort Sustainable Parking Lot Renovation - Berea, KY

Bluegrass Community & Technical College Newtown Pike North Campus
Lexington, KY

Morehead State University Dining Facility and Parking Structure -
Morehead, KY

VA Hospital Renovation/Demolition - Lexington, KY

Deep Springs Elementary School Renovation- Lexington, KY

Breckinridge Elementary School Renovation - Lexington, KY

Kentucky Community and Technical College System Office - Planting
Master Plan - Versailles, KY

Kentucky Community and Technical College System Office - Phase 1
Entrance & Landscape Development - Versailles, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Walnut Street Park - Hopkinsville, KY



CONSTRUCTION EXPERIENCE – KEY INDIVIDUALS

Gigi Gibson will be overseeing the overall project for David Williams & Associates, Inc. She will be acting as the project coordinator. Gigi coordinates all aspects of the team's design and construction responsibilities. She has acted in this capacity on more than 50 municipal projects, including a \$1.2 Million contract with Fort Campbell Schools. She has been working in the sales and project management capacity with David Williams & Associates, Inc. and GameTime since 2009.

Bob Greiwe will be acting as the construction manager. Bob is a Certified Playground Safety Inspector through NPSI (National Playground Safety Institute) and familiar with all safety guidelines and installation procedures. He has acted in this capacity on more than 30 Ohio School Facility Commission projects and many municipal projects. He has been affiliated with David Williams & Associates, Inc. and GameTime for 27 years.

Diane Hale will coordinate all communications between our office and the field installer. She has coordinated our installations and worked directly with our installation crews (there are 3) for over 15 years. She also handles all of the billing/invoicing for these projects.

Ruth Williams handles all contract documents and supportive information requirements. She acts as office manager and has been in this capacity for 27 years.

Todd Schunk Trucking & Excavating is the Game Time Certified Installer providing the on-sight work. Todd Schunk of this company will act as the Site Supt. for this project. He will be at the project site at all times. He has acted in this capacity on over 50 significant playground projects for many municipalities, metroparks, schools and military bases. He has been a GameTime Certified Installer for over 10 years and has overseen the installation of over 10 million dollars in GameTime equipment.

All personnel have the full support of the GameTime manufacturing plant and their support staff. David Williams close relationship with GameTime has existed for over 37 years.



Your're playground design will be independently evaluated by PlayCore's early childhood/inclusion expert to ensure that it fully implements the research-based best practices outlined in the 7 Principles of Inclusive Playground Design developed by Utah State University's Center for Persons with Disabilities.

Jennie Sumrell, M.S.

Director of Education, PlayCore

Brief Bio:

Jennie has worked in the field of childhood development and exceptional learning for nearly fifteen years. She received her bachelor's degree in Exceptional Learning from the University of Tennessee at Chattanooga, a master's certificate in Adaptive & Assistive Technology from the University of Miami, and a master's degree in Special Education with a concentration in Early Childhood Education from the University of Tennessee at Chattanooga. Jennie has presented as a guest lecturer at universities and at nearly 200 regional, state, national, and international conferences and play symposiums on a variety of topics such as inclusive play, bringing learning outdoors, engaging children with nature, promoting physical activity, and the developmental benefits of play. As the Director of Education, she works within PlayCore's Center for Professional Development to conduct independent research with universities and play scholars, develop best practice programs to support play and recreation initiatives, provide continuing education through a variety of professional development events, and help communities advocate for play across the nation.

Section D: Key Personnel Experience



Schunk Excavating and Trucking, starting in 1938 specialized in excavation, trucking and hauling. Expanding in 1999, Todd Schunk became a Certified GameTime Installer. Installing GameTime playgrounds since 1999, they have completed over 150 jobs for David Williams & Associates. The scope of his work with David Williams & Associates has included site excavation, installation and supervision of installation. Todd's background in excavation and construction began in 1984 when he entered the family business fulltime.



It is important to us that your installation process goes smoothly, and that everything is done to your specifications. We ensure our installers and crew are trained on safety regulations, industry standards and best installation practices, so that you receive the best customer service experience.

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First, attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They also are instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.



The course also includes a lecture series, with focuses on risk management, insurance, and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our playgrounds are being installed correctly,

expertly, and to the exacting standards that we maintain throughout all of our processes.

This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime's Certified Installers apart.

Section E: Ability to Meet Owner's Established Timelines

Upon award of the project (anticipated June 1, 2015), Element Design + Team will immediately begin work with LFUCG to establish a milestone project schedule for completion of the Design and Phase 1 Construction of the project in the time frame set forth in the RFP. As a local company with years of experience in design and project management, we believe we have the right skill set to deliver the project on time and within your budget. We do this by following a carefully developed approach to project management: **Goals, Schedule and Budget, Communication, Quality Control.**

Goals

Before developing a detailed project design schedule, we believe it is critical to sit down with the client, and determine what the **design goals** are. Examples of goals for this project will include determining the level and types of community input opportunities, sustainability objectives, inclusive play, salvage of existing equipment, degree of landform versus manufactured equipment, specific playground components, etc. At this point we will also identify regulatory goals so that we can continue any necessary permits alongside design to avoid delays down the road.

Schedule and Budget:

Once we understand fully the overarching goals for the project, we can determine the specifics of the design schedule. We know from the RFP that our work begins June 1, 2015 and should be complete by October 1, 2015. But how we get there will be dependent on the goals we establish together. Will it be most important to spend more time on schematic design for the entire playground? When will public meetings occur, relative to design work? Once we know the answer to these types of questions, we will draft a detailed design schedule that includes defined dates and deliverables for the initial Pre-SD Phase, SD phase, DD Phase, CD Phase and CA phase. Throughout each of these phases, we will continue to update the established project budget—first the overall playground design and then Phase 1 and future phases / components. Our team members will be critical in helping keep accurate budget numbers. As we move from overall schematic design of the playground, we will work with our team members to determine appropriate construction phasing for the various elements of the park, as they fit into the established Phase 1 budget. They will also help establish a construction schedule for Phase 1 at this point.

We believe that the **Pre-SD Phase / Analysis phase will be extremely critical to the success of this project.** While we are all familiar with the existing playground, we believe a detailed study of the existing conditions, particularly **understanding what makes the existing playground so successful, will be extremely critical to designing a transformed play space and achieving community consensus.**

All members of our team are extremely excited about this very important community project and are ready to make it a top priority! We believe our decades long Team proven history of design, project management and project delivery speaks to **our ability to meet your schedule.**

Communication:

Part of the design schedule will include regular design progress meetings. Element Design will coordinate all necessary Design Meetings throughout the project. Due to the short time line, we believe these will be necessary at a minimum of twice monthly Owner Review meetings, and potentially more as schedule dictates. Each meeting will have an established agenda, design deliverables and action items associated with it to ensure that design is moving according to schedule and all parties are aware of project status.

Quality Control Program:

As Element Design is providing both Site Civil Engineering and Landscape Architectural Design, team coordination and quality control will be accomplished through our weekly In-House Project meetings. Our team partners will be involved in providing detailed playground and surfacing design. While Element is very well versed in accessible site design, DWA, GameTime and PlayCore will be absolutely essential to inclusive design of the play structures and surfaces, as well as providing review of other site elements. Throughout the design process, Element will continue to manage documentation, to verify project elements are meeting the established project goals and schedule. As we hand off construction to our team members, we will continue to be involved through construction administration and facilitation of construction progress meetings; reviewing

Section F: Generalized Breakdown of Budget based on Scope of Work

Cost Allocation. 15 pts

a. Pre-SD Phase Review and Analysis (\$): \$4,000 (Element) + \$1,000 (DWA/GameTime)

b. SD Phase (\$): \$10,000 (Element) + \$1,200 (DWA/GameTime)

c. DD Phase (\$): \$4,000 (Element) + \$1,400 (DWA/GameTime)

d. CD Phase (\$): \$10,000 (Element) + \$2,400 (DWA/GameTime)

e. CA Phase (\$): \$6,000 (Element) + \$6,000 (DWA/GameTime)

f. Construction (\$): \$249,000

Maximum Guaranteed Contract (All inclusive): \$295,000

Section G: Hourly Rates

Element Design Hourly Rates for Professional Services:

Principal of Firm/Professional – Hourly Rate: \$125.00

Project Engineer/Landscape Architect (other than principal) – Hourly Rate: \$100.00

Landscape Designer – Hourly Rate: \$75.00

CAD Technician/Draftsperson – Hourly Rate: \$60.00

Engineer Technician/Inspector – Hourly Rate: \$50.00

Word Processing/Clerical – Hourly Rate \$40.00

David Williams & Associates / GameTime Fees for Professional Services:

Project Manager - Hourly Rate: \$75.00

Flat \$2500 design fee per design that is applied towards the purchase of equipment, when ordered

Element Design References:

Joyce Thomas
LFUCG
Department of General Services
Office of the Commissioner
200 East Main Street
Lexington, KY 40507
(859) 258-3054
jthomas@lexingtonky.gov

Michelle Kosieniak, RLA
LFUCG
Division of Parks and Rec
469 Parkway Drive
Lexington, KY 40504
859.288.2982
michello@lexingtonky.gov

Keith Lovan
LFUCG Division of Engineering
101 E. Vine Street, 4th floor
Lexington, KY 40508
859.258.3478
klovan@lexingtonky.gov

Holly D. Boggess, AICP
Assistant Director
Community & Development Services
101 North Main Street
P.O. Box 1125
Hopkinsville, KY 42241
270.887.4285

Chuck Saylor
LFUCG Municipal Engineer Sr.
Division of Engineering
101 East Vine Street, Suite 300
Lexington, Kentucky 40507
859.258.3410
chucks@lexingtonky.gov

David Williams & Associates References:

Julie Mulligan
Director of Education & Operations
Masonic Homes of Kentucky
502.753.8229

Richard Hayes
Fort Campbell Schools
502.624.7917

Todd Palmeter
Park Planner & Facility Management
Great Parks of Hamilton County
513.521.7275

Steven Schuckman
Director of Planning
Cincinnati Parks
513.475.9600

Leann Castillo
Director
National Trails Park District, Springfield, Ohio
937.3247347

Warren Clifford
Fort Knox
502.624.7917

Opportunity

We believe this project represents a great opportunity in our community. But this opportunity must be carefully designed and thoughtfully managed in order to be successful. And success must be achieved on many levels:

- *Design success - a space that is beautiful and magical*
- *Inclusive success - a playground that welcomes all members of the community in a vibrant and interesting place*
- *Educational success - meaning and narrative are explored*
- *Functional success - safe and maintainable*
- *Community success - an inclusive playground achieved through an inclusive process that allows the community to provide input, feedback, and be part of the discussion*
- *Family success - we are parents! We understand that a playground is a place for the whole family, and needs to include opportunities for family interaction and observation.*



Establish Design Goals

As mentioned, we believe Step One in this process is to sit down with LFUCG stakeholders and **establish design goals** that will guide us through the process. Because of the unique nature of this project, we already see several objectives that we will tackle together in this early visioning session, including:

- *Public Facilitation- we'll work together to determine the best methodology and appropriate times to bring the community with us in the design process*
- *Theme and elements*
- *Inclusiveness*
- *Materials*
- *Sustainability (Materials and Maintenance)*

Analysis (pre SD phase) + Summary Report

The existing playground is magic. There is something inherently interesting in its design. Its paths and elements and nooks and crannies make for a complex space that offers hours of entertainment and activity for children of many ages. We believe our first and maybe our most important task is to examine what is there, concluding with a **summary report** to be presented to LFUCG and potentially community stakeholders. We will develop a set of analysis criteria that looks at many factors, including:

- *What are the specific play events that are successful?*
- *What is special about the current materials?*
- *How well does the existing layout work?*
- *How does the playground allow for family interaction and oversight?*
- *How inclusive is the existing playground?*
- *What landmarks can be salvaged (structures, trees, materials, etc.)?*
- *How does play occur by age group?*
- *How is the surrounding place utilized?*
- *What narrative and educational opportunities can be expanded?*
- *What materials and amenities are lacking?*
- *What does LFUCG / Division of Parks and Recreation already know?*
- *What work has been done to date?*





Visioning Session

Once we have a thorough understanding of the existing conditions, we would like to sit down with the group and work through what we call a visioning session. This guided work session will be the time to really express all ideas and wishes for the playground. While it may only initially involve just the design team and LFUCG, there may be some opportunity to do a similar session with the larger community, to assist in building consensus about the vision for the playground.

- *Deliverable - summary report of sessions and pattern book / wish list of ideas*

Stakeholder Charrette

Having learned about existing issues and what the big picture desires for the playground are, we will organize a work session with the design team and LFUCG / stakeholders. Element will guide the charrette, coming prepared with an agenda, maps and appropriate materials. But this is ultimately a creative session to help quickly generate and vet ideas about the layout of the playground. It will be from this session that schematic design will follow.

- *Deliverable - brief summary report of ideas and charrette sketches*



Schematic Design

We will begin schematic design by further developing 2-3 ideas in sketch format. These may be loose trace paper and marker sketches, but the idea will be to flesh out the most promising concepts generated in the charrette process, for review. A review meeting with the team will decide which concept is ultimately to be furthered, although there may be multiple ideas taken from each to develop the final schematic.

In SD, we take a holistic view of the entire playground design, will be the most critical part of the design. Here is where we work together to establish the blueprint for the future. We will work to:

- *Find the narrative - about the site, about the elements, about the history*
- *Examine all of the possibilities - themes, equipment, landscape*
- *Dream the big picture - develop the blueprint for the future and establish how will the project be phased to fit the next components in piece by piece, seamlessly*
- *Develop renderings and graphic tools to help communicate the design to the client and the community*
- *Deliverable documents - including renderings, overall project cost estimate, phasing plan, narratives*



Design Development

DD will identify that first phase of the project, and we'll work together to begin to realize the details for the Phase One project elements, including:

- *Equipment, surfaces, landforms, water management, new surfaces, amenities*
- *Continue to develop the narrative*
- *Determine if / how salvaged pieces are integrated*
- *Refine documents and deliverables - including Phase One drawings and outline specifications, cost estimate, permit checklists, equipment checklists, inclusivity analysis*

Construction Documents

Our role as a design team during the CD phase will be to work closely together to develop all of the necessary details that make a project ultimately successful. This will include refining and detailing the way the landscape elements interact with manufactured equipment, which we believe will be of utmost importance to the success of the project. In this phase, we will continue to work closely with LFUCG to make sure our details are conforming to your vision. While Element Design will continue primary management of the project, DWA / GameTime will be very involved in developing critical equipment and surfacing details and reviewing documents for safety and accessibility compliance. Key tasks include:

- *Final determination of all equipment, surfacing, natural landforms, amenities, materials, landscape, lighting (if desired), educational components*
- *Details for salvaged materials*
- *Deliverable documents - full construction drawing set, full specifications, cost estimate, inclusivity analysis, permits in place*

Construction

David Williams & Associates will act as the Construction Manager for the project. In concert with their certified equipment installer, Schrunk Excavating and Trucking, DWA will manage the day to day construction activities and include any additional subcontractors as needed to complete Phase One as designed. Their tasks will include:

- *On site supervision with oversight of safety and EPSC / SWPP activities*
- *Removal and salvage of existing equipment and materials*
- *Site construction, equipment installation*
- *Production and distribution of daily field reports*
- *Development of construction schedule*

- *Preparation of submittals (with review)*
- *Conduct twice monthly progress meetings with field summary of work*
- *Permitting as required by contractor*
- *Preparation of O&M manuals (three copies + one digital) for LFUCG*
- *On site as-built drawings*

Element Design will continue the role as designer during construction administration. We will provide additional field review and respond to design questions and issues. Our tasks will include:

- *Attendance of progress meetings and preparation of meeting agendas and minutes*
- *Maintenance of construction logs; PR, ASI, CO*
- *Preparation of CO's and submittal to Owner*
- *On site review with twice monthly field reports*
- *Review of submittals*
- *Substantial Completion, Final Completion and Year End on site review with punch lists*
- *Preparation of final Record Drawings*

Section I: Project Approach

Team Collaboration + Quality Control

Element has served as the prime design firm on many large scale projects in the past and has developed a process for establishing internal deadlines and assuring team members stay on task. We will keep our team on task by establishing the following early in the project:

- A clearly defined, published project schedule with individual task items assigned to each schedule item
- Weekly in-house team progress meetings to review progress and questions
- Check sets to verify progress and cross coordination at regular intervals, with verification against the established milestone checklist above
- Principal in Charge (Ms. Fry) will be responsible for reviewing documents internally for quality and coordination at regular intervals (25%, 50%, 75%, 100% at each phase of the project).
- Regular team / LFUCG review meetings to verify the project stays on task and on budget, per the above project list
- Construction administration will focus on reviewing work in the field for adherence to Contract Documents, applicable agency requirements and site permits.
- Construction administration documentation will focus on keeping an organized record of project conditions, changes, questions and clarifications, and working with the greater team (LFUCG, design and the Contractor) to assure to the greatest extent possible that the project is delivered on time and on budget.



Sustainability

Element has extensive experience working on both LEED accredited projects, and in the field on sustainable site design. While this project is not a LEED project, we seek to adhere to as many of the sustainable site practices outlined within LEED as possible given the site, the project objectives, and the budget. We believe this approach is not just good for the planet, but an opportunity to further the educational potential of the playground.

Section J: Additional Information

Firm Submittal Page
Affidavit
Affirmative Action Plan and Equal Opportunity Agreement
Work Force Analysis Form
LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
LFUCG MWDBE Quote Summary Form
LFUCG Subcontractor Monthly Payment Form
LFUCG Good Faith Efforts
General Provisions
Conflict of Interest Statement
KY Permit and Registration
Acknowledgement of Addendum #1
Acknowledgement of Addendum #2
Appendix A (Item 3.I)

Sample Warranty

Firm Submitting Proposal: Element Design

Complete Address: 400 Old Vine Street Ste., 206 Lexington, KY 40507
Street City Zip

Contact Name: Ramona Fry Title: Principal

Telephone Number: 859.389.6533 Fax Number: 859.389.6534

Email address: ramona@element-site.com

AFFIDAVIT

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

1. His/her name is Ramona Fry, RLA and he/she is the individual submitting the proposal or is the authorized representative of Element Design, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Element Design _____

STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stacey Herron on this the 20 day of April, 2015.

My Commission expires: 11.21.17 _____



NOTARY PUBLIC, STATE AT LARGE



Section J: Affirmative Action Plan and Equal Opportunity Agreement

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature

Element Design
Name of Business

Section J: Workforce Analysis Form

WORKFORCE ANALYSIS FORM

Name of Organization: Element Design

Date: 04 / 20 /15

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals		3	4								
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical			1								
Skilled Craft											
Service/Maintenance											
Total:		3	5							3	5

Prepared by: Stacey Herron Marketing Coordinator
Name & Title

Section J: LFUCG MWDBE Participation Form



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # RFP # 13-2015

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

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

Element Design _____

Company

04.20.15 _____

Date

Ramona Fry, RLA _____

Company Representative

Principal _____

Title

Section J: LFUCG Substitution Form



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP # 13 -2015

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Element Design

Company
 04.20.15

Date

Ramona Fry, RLA

Company Representative
 Principal

Title

Section J: LFUCG Quote Summary Form



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP # 13-2015

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

Company Name Element Design	Contact Person Ramona Fry, RLA
Address/Phone/Email 400 Old Vine Street, Ste 206 Lexington, KY 40507	Bid Package / Bid Date RFP #13-2015 / 04.20.15

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

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

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

Element Design

Company

04.20.15

Date

Ramona Fry, RLA

Company Representative

Principal

Title

Section J: LFUCG Subcontractor Monthly Payment Form



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP # 13-2015

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Element Design
Company
04.20.15
Date

Ramona Fry, RLA
Company Representative
Principal
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP # 13-2015

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

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

Section J: LFUCG Good Faith Efforts

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

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

Section J: LFUCG Good Faith Efforts

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.

Element Design

Company

Ramona Fry, RLA

Company Representative

04.20.15

Date

Principal

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

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

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

Section J: LFUCG General Provisions

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



Signature

04.20.15

Date

Section J: Conflict of Interest Statement

III. CONFLICT OF INTEREST To your knowledge, do either you or your immediate family have any interest in property, tangible or intangible, or any other assets or business that may constitute or cause a conflict with your official duties? If yes, please explain. See Section 25-17(h).

[] Yes [X] No

Explanation: _____

Any individual who knowingly and willfully provides false, misleading, or incomplete information in this form shall be subject to the penalties provided in Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances and to criminal prosecution for violation of KRS 523.040.

Signature: Ramona Fry, RLA Date 4.20.15

COMMONWEALTH OF KENTUCKY) COUNTY OF FAYETTE) The foregoing Statement of Financial
Interests was subscribed, sworn to and acknowledged before me by Stacey Herron
on this the 20 day of April, 2015.

My commission expires: 11.21.17



NOTARY PUBLIC, STATE AT LARGE, KY



Section J: KY Permit and Registration

**MUST BE SUBMITTED WITH PROPOSAL
KENTUCKY PERMIT AND REGISTRATIONS**

Provide the Kentucky Permit for any Firm providing Engineering Services as defined under KY Law


Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-15

Provide the Kentucky Registration # of each individual listed in your proposal that is providing Architectural an/or Engineering services as defined under Kentucky Law.

Firm Name	Individual	Discipline	Registration #	Registration Expire Date
Element Design	Vaughan Adkins	Civil Engineering	22305	12-31-2015
Element Design	Mark Arnold	Landscape Arch	423	6-30-2015
Element Design	David White	Landscape Arch	519	6-30-2015
Element Design	Ramona Fry	Landscape Arch	661	6-30-2015
Element Design	Morgan Dye	Landscape Arch	664	6-30-2015
Element Design	Liz Piper	Landscape Arch	821	6-30-2015

STATEMENT OF COMPLIANCE

I certify, under penalty of perjury, that I have provided all pertinent information required by this form and this information is true and accurate. I also certify that I have completely read and understand this form and will comply with these requirements during the life of any contract awarded.

	Ramona Fry, RLA
AUTHORIZED SIGNATURE	Printed Name
Principal	4.20.15
Title	Date

Section J: Acknowledgement of Addendum #1



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #13-2015

Date: March 25, 2015

Subject: Jacobson Park Playground Design Build Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

- 1) Section 3.K., Submittal Requirements, change "skate park" to read "playground."
- 2) Pre-proposal conference has been changed from March 30, 2015 to April 8, 2015, 10:00 am, 4001 Athens Boonesboro Rd, Lexington, KY.
- 3) The Q&A cut off date is changed from April 1, 2015 to April 10, 2015, 2:00 pm.
- 4) RFP opening has been changed from April 9, 2015 to April 20, 2015, 2:00 pm.

Handwritten signature of Todd Slatin in black ink.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Element Design

ADDRESS: 400 Old Vine Street, Suite 206, Lexington, KY 40507

SIGNATURE OF BIDDER: 

Section J: Acknowledgement of Addendum #2



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#13-2015**

Date: April 8, 2015

Subject: Jacobson Park Playground Design Build Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

- 1) A performance and payment bond will be required from the submitting firm at contract award.
- 2) Q: If we decide to replace the entire playground, who is responsible for the demolition of the existing playground equipment? Will the City be responsible? A: Any demolition (selective or in total) is to be included in the scope of services under this RFP.
- 3) Pre-bid sign-in sheet is attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Element Design

ADDRESS: 400 Old Vine Street, Suite 206, Lexington, KY 40507

SIGNATURE OF BIDDER:

APPENDIX A – REQUIRED FORMS**Designer/Consultant Team experience:**

	Location	Budget	Size (sq.ft.)	Year built	Designer
1.	The Kentucky Children's Garden Lexington, KY	\$ 575,000	44,000 sqft	2012	Element Design
2.	Elizabethtown Sports Park Elizabethtown, KY	\$29M	158 Acre Facility	2010	Element Design
3.	Fort Campbell Schools Fort Campbell, KY	\$1.2M	110,000 sqft (total)	2011	David Williams & Asso.
4.	Hamilton County Cincinnati, OH	\$305,000	7,000 sqft	2012	David Williams & Asso.
5.	Washington Park Cincinnati Parks	\$410,000	6,500 sqft	2011	David Williams & Asso.
6.	Snyder Park Springfield, OH	\$300,000	5,000 sqft	2014	David Williams & Asso.
7.	Julifs Park Cincinnati, OH	\$375,000	9,000 sqft	2013	David Williams & Asso.
8.	Sproutlings Pediatric Shelbyville, KY	\$250,000	4,000 sqft	2011	David Williams & Asso.
9.	New Bremen, Ohio Rotary	\$250,000	6,200 sqft	2011	David Williams & Asso.
10.	Clippard Park Colerain Township	\$485,000	8,300 sqft	2012	David Williams & Asso.

Questions:

1. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or paid liquidated damages?

Yes _____ No If yes, please explain:

2. Has the company, any principal, any parent company or subsidiary ever been denied a surety bond?

Yes _____ No If yes, please explain:

3. Have any of the principals ever had a claim made against them by their bonding company or had the bonding company threaten to bring a claim?

Yes _____ No X If yes, please explain:

4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim as it relates to skate parks?

Yes _____ No X If yes, please explain:

5. Has your organization ever engaged in litigation against a city, county state or other municipality?

Yes _____ No X If yes, please identify the lawsuit:

APPENDIX A – REQUIRED FORMS

Designer/Consultant Team experience:

	Location	Budget	Size (sq.ft.)	Year built	Designer
1.	Fort Campbell Schools Fort Campbell, KY	\$1.2M	110,000 sqft (total)	2011	David Williams & Asso.
2.	Hamilton County Cincinnati, OH	\$305,000	7,000 sqft	2012	David Williams & Asso.
3.	Washington Park Cincinnati Parks	\$410,000	6,500 sqft	2011	David Williams & Asso.
4.	Snyder Park Springfield, OH	\$300,000	5,000 sqft	2014	David Williams & Asso.
5.	Julifs Park Cincinnati, OH	\$375,000	9,000 sqft	2013	David Williams & Asso.
6.	Sproutlings Pediatric Shelbyville, KY	\$250,000	4,000 sqft	2011	David Williams & Asso.
7.	New Bremen, Ohio Rotary	\$250,000	6,200 sqft	2011	David Williams & Asso.
8.	Clippard Park Colerain Township	\$485,000	8,300 sqft	2012	David Williams & Asso.
9.	Fort Knox, KY	\$420,000	10,000 sqft	2012	David Williams & Asso.
10.	Fort Knox, KY	\$250,000	4,550 sqft	2012	David Williams & Asso.

Questions:

1. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or paid liquidated damages?

Yes _____ No X If yes, please explain:

2. Has the company, any principal, any parent company or subsidiary ever been denied a surety bond?

Yes _____ No X If yes, please explain:

4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim as it relates to skate parks?

Yes _____ No X _____ If yes, please explain:

5. Has your organization ever engaged in litigation against a city, county state or other municipality?

Yes _____ No X _____ If yes, please identify the lawsuit:

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME[®] WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape[®], PrimeTime[®] and Xscape[®] uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc[®] connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor[™] & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade[®] products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats[™].
- ✓ Three-Year limited warranty on SaddleMates[®] rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XSCAPE®

GameTime provides a lifetime limited warranty on PowerScope Tru-Loc® connections, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a lifetime limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit Advanced, Elite and stationary Base Series posts, welds, and bars and a five-year limited warranty on motion Base Series posts, welds, and bars against structural failure; a five-year limited warranty on Advanced Series stainless damper modules and aluminum cycle covers; a two-year limited warranty on Advanced and motion Base Series bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Purchaser: _____

GameTime Invoice Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>

