

Agreement

THIS AGREEMENT, made and entered into on this 11th day of June, 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "LFUCG" or "GOVERNMENT"), and **GAMETIME C/O DAVID WILLIAMS & ASSOCIATES, INC.** whose address is 741 South Sawburg Ave., Alliance, OH 44601 (hereinafter referred to as "CONTRACTOR").

1. Incorporated Documents

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP #13-2015 - Exhibit "A" (the "RFP") and CONTRACTOR's Response dated April 20, 2015 -Exhibit "B".

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of RFP #13-2015 (Exhibit "A").

More specifically, the Risk Management provisions, General Conditions, Prevailing Wage and Bond Requirements included in the RFP shall fully apply unless specifically modified as part of this Agreement.

2. Scope of Work

The Scope of Work includes, but is not limited to the CONTRACTOR providing design and construction services for the RFP #13-2015 Jacobson Park Playground Design Build Services ("Exhibit "A") and the CONTRACTOR's Response dated April 20, 2015 ("Exhibit "B").

CONTRACTOR shall, consistent with applicable licensing laws, provide through qualified, licensed design professionals employed by CONTRACTOR, or procured from qualified, independent licensed design consultants, the necessary design services, including architectural, engineering and other professional services, for the preparation of the required drawings, specifications and other submittals to permit CONTRACTOR's Subcontractor to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between LFUCG and any design or other consultants under contract to the CONTRACTOR.

3. Design Criteria Package Review

The CONTRACTOR shall verify and review all plans and shall notify the LFUCG's Project Manager, in writing, of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting there from, or from rectifying such conditions at his own expense.

All schedules are given for the convenience of the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in the Work to be done under this Contract as well as all time estimates for sequencing and completing the Work.

Only the best general practice is to prevail and that only material and workmanship of the best quality is to be used.

4. Contract Time

The CONTRACTOR shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all Work required by the Design Criteria at a rate of progress that will ensure completion of the Work within the Contract Time.

CONTRACTOR shall have two hundred forty (240) calendar days to achieve Substantial Completion from the date of the Notice to Proceed is issued. CONTRACTOR shall have an additional sixty (60) calendar days for Final Completion of the Contract. The Work shall commence within ten (10) calendar days of CONTRACTOR's receipt of the Notice to Proceed unless the parties mutually agree otherwise in writing.

5. Contract Price

LFUCG shall pay the CONTRACTOR in accordance with Terms and Conditions of the Contract the lump sum of Two Hundred Ninety-Five Thousand dollars (\$295,000), subject to any adjustments in accordance with the Contract. Said sum shall cover all costs and fees incurred or required for the completion of the Project. Payments shall be made in accordance with paragraph 6, below.

6. Progress Payments

CONTRACTOR may make application for payment for Work completed during the Project(s) at intervals of not more than once a month or upon completion and Final Acceptance of the Work. All applications shall be submitted in triplicate and the CONTRACTOR shall only use LFUCG provided or approved Payment Application Form. Where the time frame for completion of the Work is less than or equal to one month or a Schedule of Values is not required, the CONTRACTOR shall submit the appropriate documentation as defined below. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated progress schedule as required by Supplemental Terms and Conditions and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the LFUCG's Project Manager. Each application for payment shall be submitted in triplicate for approval. LFUCG shall make payment to CONTRACTOR within thirty (30) days after approval of CONTRACTOR's application for payment.

Five percent (5%) of all monies earned by CONTRACTOR shall be retained by LFUCG until Final Acceptance by LFUCG. Any interest earned on retainage shall accrue to the benefit of LFUCG. All requests for retainage reduction shall be in writing in a separate stand alone document. No retainage shall be applied to the design portion of the services with the exception of CA.

LFUCG may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- I. Defective Work not remedied.
- II. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or LFUCG because of CONTRACTOR's performance.
- III. Failure of CONTRACTOR to make payments properly to Subcontractor, Subconsultant, or for material or labor.
- IV. Liquidated damages and costs incurred by LFUCG and/or Contractor for extended construction administration.
- V. Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

LFUCG will pay, and the CONTRACTOR shall accept as full compensation for the Work, the sums specified in the CONTRACTOR's submittal to the Contract Documents, as accepted by LFUCG.

CONTRACTOR may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location. Where a payment request is made for materials or equipment not incorporated in the Project(s), but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the CONTRACTOR of paid invoices and an executed Material Purchased/Stored On-Premises form to establish LFUCG's title to such materials or equipment, or otherwise protect LFUCG's interest, including applicable insurance in the name of LFUCG and transportation to the site.

CONTRACTOR retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason

Requests for payment that do not include the updated Project Schedule and required submittals and/or reports will not be processed for payment.

7. Liquidated Damages

The CONTRACTOR is obligated and guarantees to complete the Project in the time set forth in the Contract Documents or any approved extension of time or shall be subject to liquidated damages of \$200.00 per day as follows. In the event of a delay in completion beyond the timeframe set forth in the Contract Documents for Substantial Completion or Final Completion, The CONTRACTOR will be notified of any approved exceptions or extensions. The total amount of liquidated damages shall not exceed the value of the applicable Contract Documents.

LFUCG shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the CONTRACTOR under any contract the CONTRACTOR has with LFUCG. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due LFUCG, the Design-Build Firm shall pay the difference upon demand by LFUCG. Should the CONTRACTOR fail to compensate LFUCG for any liquidated damages, LFUCG shall consider this as a form of indebtedness and may deny any

future Work under the Contract or any other LFUCG contract until such indebtedness is paid in full to LFUCG.

8. Schedule of Values

The CONTRACTOR must submit three copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice to Proceed with construction. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. CONTRACTOR's overhead and profit should be as separate line items. Each line item shall be identified with the number and title of the major specification section or major components of the items.

The LFUCG's Project Manager may require further breakdown after review of the CONTRACTOR's submittal. LFUCG reserves the right to require such information from the CONTRACTOR as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedules of Values shall not exceed 5% of the value of the Contract.

9. Project Schedules

CONTRACTOR shall submit a proposed design-build Project schedule, with any sub-schedules of related activities that are essential to its progress, within ten (10) working days of the Notice of Award and such submittal shall be subject to the Project Manager's review, comment, and acceptance. Subsequent to such review of said schedule the CONTRACTOR shall establish said schedule as the baseline schedule. At the time of submission of schedules CONTRACTOR shall submit a hard copy as well as an electronic version.

The design build schedule shall be prepared in the form of a horizontal bar chart with separate horizontal bars for each design task, construction task in the critical path in chronological order. Provide horizontal time scale in weeks from the start of construction and identify the first work day of each month. Identify listings of any major installation milestones.

Content of Schedules; show or indicate the following:

- Complete sequence of design by activity reflecting the Subconsultant responsible for the activity.
- Complete sequence of construction by activity reflecting the CONTRACTOR or Subcontractor responsible for each activity
- Dates for the beginning and completion of each major element of design and construction in no more than a two-week incremental scale.
- Items of work that must be accomplished to achieve substantial completion.
- Major disciplines or trades of work
- Time required for CONTRACTOR's submittals, fabrication and deliveries.
- Time required by CONTRACTOR and LFUCG to review all submittals.
- Time required by LFUCG to support any pre-operational and start-up testing.
- Time required for the relocation of utilities, if required.
- Activities performed by CONTRACTOR.
- Percentage of completion for each item as of the date the schedule was prepared.
- Dates for CONTRACTOR's submittals.

- Dates for any required LFUCG-furnished materials or equipment.

In addition the CONTRACTOR shall provide:

- A list of all long lead items and their anticipated dates of delivery (equipment, materials, etc.) Monthly updates shall reflect actual versus projected, and any revised projections
- A projected dollar cash flow spend down for each month of construction. Monthly updates shall reflect any change orders as well as actual versus projected, and any revised projections.

All updates of schedules shall be tracked against the baseline schedule and shall be at a minimum submitted with each pay application together with any updates to the long lead items list and the dollar cash flow spend down.. An updated schedule against the baseline shall also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules shall result in the rejection of any submitted payment application.

Subsequent to review of the initial schedule submission the CONTRACTOR shall establish the reviewed schedule as the "baseline schedule". CONTRACTOR shall then prepare and submit all updates to the schedules utilizing the tracking mode within Microsoft Project.

10. Release of Liens/Subcontractor's Statement of Satisfaction

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project(s) or not, will pass to LFUCG upon the receipt of such payment by the CONTRACTOR, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the CONTRACTOR or by any other person performing Work at the site or furnishing materials and equipment for the Project(s), subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

The CONTRACTOR shall, beginning with the second request for payment, attach a Partial Release of Lien/Subcontractor, Subconsultant Statement of Satisfaction for each application for payment. Failure to submit such documentation may delay payments. LFUCG may, in its sole discretion withhold payments for Work performed by Subcontractor, Subconsultant where no release of lien has been submitted. The CONTRACTOR shall submit with the final payment request, for any Project(s) where Subcontractor, and/or Subconsultant have performed Work, a Final Release of Lien/Subcontractor, Subconsultant Statement of Satisfaction for each Subcontractor, Subconsultant marked as a final. Failure to submit such documentation will result in delay in payment or LFUCG withholding from the final payment such funds as necessary to satisfy any Subcontractor, and/or Subconsultant claims.

11. Progress Meetings

LFUCG shall conduct a pre-design and pre-construction conference prior to the

commencement of the Work. CONTRACTOR shall hold progress and coordination meetings as required by the LFUCG's Project Manager, to provide for the timely completion of the Work.

CONTRACTOR shall arrange and conduct regular bi-weekly job site Project status meetings with the LFUCG's Project Manager. CONTRACTOR shall use the job site meetings as a tool for the pre-planning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, CONTRACTOR shall identify the party or parties responsible for following up on any problems, delay items or questions, and

Design-Build Firm shall note the action to be taken by such party or parties. CONTRACTOR shall revisit each pending item, including RFIs and Shop Drawing, at each subsequent meeting until resolution is achieved. CONTRACTOR shall attempt to obtain from all present any potential problems or delaying event known to them for appropriate attention and resolution.

The CONTRACTOR shall arrange for the participation of its Subcontractors, Subconsultants, and/or vendors when the Project Manager requires their presence.

The CONTRACTOR shall maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance. The CONTRACTOR shall prepare and distribute to the LFUCG's Project Manager an updated two-week look-ahead schedule of construction activities and submittals.

12. Request for Information

The CONTRACTOR shall submit a Request for Information (RFI) where the CONTRACTOR believes that the Contract Document's specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested. As part of the RFI, CONTRACTOR shall include its recommendation for resolution. LFUCG shall respond in writing.

13. Project Site Facilities

The CONTRACTOR shall arrange for all Project(s) site facilities as maybe necessary to enable the Project Managers to perform their respective duties and to accommodate any representatives of LFUCG which LFUCG may choose to have present at the Project(s).

CONTRACTOR's, Sub-Contractor's, supplier's personnel shall not use LFUCG restrooms that may be available at the Project(s) site without the prior consent of the Project Manager. The CONTRACTOR shall provide and maintain at his own expense, a sanitary condition. The CONTRACTOR, its employees or its Subcontractors or Subconsultants shall commit no public nuisance or use any facilities that have not been specifically provided for use by the CONTRACTOR.

There shall be adequate provisions made by the CONTRACTOR to ensure all disposable materials are properly disposed of and do not create a nuisance to LFUCG or the public.

The location of the temporary facilities shall be subject to the approval of the Project Manager or Consultant.

14. Temporary Facilities, Utilities, and Construction

CONTRACTOR is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The CONTRACTOR shall make all arrangements with the local utility companies. The CONTRACTOR shall also be responsible for furnishing all materials and equipment necessary for the installation and maintenance of any temporary utilities. The LFUCG's Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager and LFUCG.

CONTRACTOR shall furnish, install and maintain temporary facilities required for construction, and shall remove them upon completion of the Work. All facilities shall comply with the respective federal, state and local codes and regulations and with utility company requirements. Materials for temporary facilities may be new or used, but must be adequate for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

The CONTRACTOR shall be required to obtain all necessary permits required for any Project(s) site facilities and utilities. CONTRACTOR shall also be responsible to maintain such facilities in a safe and working condition. CONTRACTOR shall be responsible for payment for all fees and charges for the installation and use of all temporary facilities and utilities.

All such facilities and utilities remain the property of the CONTRACTOR and the Design- Build Firm shall be responsible for removal and disposal of such facilities prior to Final Acceptance.

Temporary fences: If, during the course of the Work, it is necessary to remove or disturb any fencing, the CONTRACTOR shall, at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Project Manager will be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

Responsibility for Temporary Structures: In accepting this Contract, the CONTRACTOR assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless LFUCG from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

15. Project Testing Services

If required, the CONTRACTOR shall provide and pay for all Project Testing Services to perform regulatory required testing, quality assurance, and quality control testing. The CONTRACTOR is also responsible for all re-testing where the Work or materials fail a test.

LFUCG at its sole discretion may conduct separate independent testing for verification purposes. In instances where LFUCG's testing does not verify the testing provided by the CONTRACTOR, the CONTRACTOR shall arrange for re-testing of the Work or replacement of the Work at its own cost. Where the CONTRACTOR has re-testing performed LFUCG's Project Manager shall be notified in advance of such testing. Should such testing confirm LFUCG's findings the CONTRACTOR shall replace or correct all Work necessary to ensure compliance with the Contract Documents. In such instances all re-testing, re-work, and delays are the sole

responsibility of the CONTRACTOR. Any delays or costs to the CONTRACTOR for testing or re-work that may result shall not form the basis for any claim by the CONTRACTOR. CONTRACTOR shall be responsible for the costs associated with all testing by LFUCG where the Work is found to not be in compliance with the Contract Documents. Costs for such retests shall be deducted from pending invoices.

16. Security

The site where the Work is to be performed may not be a secure site and the public may have access to the site. The CONTRACTOR shall have sole responsibility for the security of all Work materials, tools, equipment and Work at the Project(s) site. LFUCG shall not be liable for any damage or loss to such materials, tools, equipment and Work and the CONTRACTOR shall be responsible for the repair or replacement of all Work such materials, tools, and equipment.

17. Construction Signage

Where required by the Contract Documents the CONTRACTOR shall provide construction signage. LFUCG shall provide the CONTRACTOR the wording and layout for the signs at the pre- construction conference. The CONTRACTOR shall furnish the two LFUCG signs at the Project(s) Site(s) as follows:

- The CONTRACTOR shall post appropriate construction site warning signs at the Work Site. Such signs shall be posted to warn pedestrian and vehicle traffic.
- The Project Manager and LFUCG shall approve the locations for all signage.

18. Lines and Grades

The CONTRACTOR shall, at its own expense, establish all working and construction lines and grades as required for the Project and shall be solely responsible for the accuracy thereof.

19. Progress Photos

Prior to commencement of the Work the CONTRACTOR will take digital photographs to document existing conditions. CONTRACTOR shall submit these photos on CD-ROM and printed copy with its first payment application. CONTRACTOR shall periodically take digital construction record photographs to document the progress, including final completion, of the Work and shall be submitted on CD-ROM and printed copy with each application for payment. All pictures must be digitally date and time stamped.

20. Assignment

CONTRACTOR may not assign this Agreement without the express advanced written consent of LFUCG.

21. Applicable Law.

This Agreement shall be interpreted under the laws of the Common wealth of Kentucky. Jurisdiction and venue for any lawsuit shall be limited to Fayette County, Kentucky.

Design Responsibility

1. Design Services

All Professional Services shall be provided by firms licensed to perform such services in accordance with all applicable Local/State/Federal regulations/laws. CONTRACTOR shall be solely responsible for all aspects of the design of this Project and shall also be responsible for supervision and management of the firm(s) providing Professional Services under this Contract. Nothing contained in this Agreement shall create any contractual or business relationship between LFUCG and the Contractor. The CONTRACTOR acknowledges that Subconsultants are entirely under its or the Contractors direction, control, supervision, retention and/or discharge.

2. Subconsultants

All services provided by the Subconsultants shall be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of LFUCG under this Contract. Nothing contained in this Contract shall create any contractual or business relationship between LFUCG and the Subconsultants. The Contractor acknowledges that Subconsultants are entirely under its direction, control, supervision, retention and/or discharge

The CONTRACTOR shall not add, modify, or change the Contractor or any Subconsultant listed in Form A without prior written approval by the Director or designee, in response to a written request from the CONTRACTOR stating the reasons for any proposed substitution.

3. Ownership of Documents

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of LFUCG upon payments made to the CONTRACTOR or termination of this Contract without restriction or limitation on their use, and will be made available, on request, to LFUCG at any time during the performance of such services and/or upon completion or termination of this Contract. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. LFUCG shall have the right to visit the site for inspection of the Work and the products of Contractor/Consultant at any time. The Contractor/Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with LFUCG's use and occupancy of the Project.

4. Delivery upon Request or Cancellation

Failure of the CONTRACTOR to promptly deliver all such documents, both hard copy and digital, to the LFUCG's Project Manager or designee within ten (10) days of

cancellation, or within ten (10) days of request by LFUCG, shall be just cause for LFUCG to withhold payment of any fees due CONTRACTOR until CONTRACTOR delivers all such documents. Contractor shall have no recourse from these requirements.

5. Error and Omission Issues

CONTRACTOR is solely responsible for the coordination of the drawings and specifications and is solely responsible for all costs resulting from any errors and/or omissions in the drawings and specifications.

6. Contractor's Key Staff

The parties acknowledge that CONTRACTOR was selected by LFUCG, in part, on the basis of qualifications of particular staff identified in CONTRACTOR's response to LFUCG's solicitation, hereinafter referred to as "Key Staff". CONSULTANT shall ensure that Key Staff, including Consultant and Subconsultant Key Staff **as noted by reference in CONTRACTOR's RFP Response (Section D)** are available for Work hereunder as long as said Key Staff is in Design-Build or Consultant's employ. CONTRACTOR will obtain prior written acceptance of LFUCG to change Key Staff. CONTRACTOR shall provide LFUCG with such information as necessary to determine the suitability of proposed new Key Staff. LFUCG will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the individual's ability to perform.

7. Truth-In-Negotiation Certificate

By executing this Agreement the CONTRACTOR certifies that wage rates and other factual unit costs supporting the cost of the Project are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which LFUCG determines the Contract Price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

8. Scope of Services

The CONTRACTOR agrees to provide comprehensive professional services in accordance with all applicable law and building and environmental regulations. CONTRACTOR shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those described in Basic Services.

9. Basic Services

CONTRACTOR agrees to provide complete Professional Services as set forth in the tasks enumerated hereinafter, in accordance with the Commonwealth of Kentucky Building Code, latest edition, all federal and county Laws, Codes and Ordinances. CONTRACTOR shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Contract.

CONTRACTOR shall submit at least one (1) electronic set of all documents and four (4) copies of documents required under this Article, without additional charge, for review and approval by LFUCG. CONTRACTOR shall not proceed with the next task of the design Work until the documents have been approved, in writing, by

LFUCG, and an Authorization to Proceed with the next task has been issued by LFUCG.

These services, hereinafter referred to as "Basic Services" are summarized as follows:

DEVELOPMENT OF OBJECTIVES:

- I. CONTRACTOR shall confer with representatives of LFUCG, its Project Manager, and other stakeholders to develop several options for how the various elements of the project will be designed and constructed.
- II. CONTRACTOR shall confer with representatives of LFUCG, its Project Manager, and other stakeholders in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the creation of Construction Documents. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.
- III. CONTRACTOR shall prepare written descriptions of the various options and shall participate in presentations to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials. The acceptance of any option shall be at the sole discretion of LFUCG.
- IV. CONTRACTOR shall hire the appropriate subconsultant to provide utility coordination services, which are not in-house. Such services shall include the location of all site structures including all utility structures and facilities as well as all underground utilities.

SCHEMATIC DESIGN:

Design Concept and Schematics Report

- I. Based on the approved development option the CONTRACTOR shall prepare and present four (4) copies, in writing and at an oral presentation if requested, for approval by LFUCG, a Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Statement of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports.
- II. Schematic Design Studies consist of site plan(s), floor plans (where applicable), elevations, sections, and all other elements required by Design Criteria Professional or Project Manager to show the scale and relationship of the components and design concepts of the whole. The floor plans may be single-line diagrams. A simple perspective rendering or sketch, model or photograph thereof may be provided to further show the design concept.
- III. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary shall be in sufficient detail to identify the costs of each element and include a

breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the statement of Probable Construction Costs exceeds allocated funds by more than ten (10%) percent, the CONTRACTOR shall update its documentation, at no additional cost to LFUCG, to reflect this reduced scope. Any "Statement of Probable Construction Costs" prepared by Design-Build Firm represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

- IV. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, construction, and post construction services.
- V. Constructability Review reports shall be conducted by LFUCG at design stages deemed necessary by the LFUCG's Project Manager. CONTRACTOR shall provide five additional deliverable plan sets for distribution, by LFUCG, to others for this purpose. There shall be an established deadline for review report submission back to LFUCG. CONTRACTOR shall provide written responses to all comments within two weeks and shall maintain files of all related review reports and response reports. If necessary, LFUCG may coordinate Constructability Review meetings with some or all of the reviewers with CONTRACTOR present to discuss specific issues. In addition to the Constructability Review process mentioned above, LFUCG reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by LFUCG. Any findings as a result of said Peer Review would be addressed by CONTRACTOR, and if requested by LFUCG, would be incorporated into the design documents, at no additional cost to LFUCG and no extension of time to the schedule.

DESIGN DEVELOPMENT:

From the approved Schematic Design documents, CONTRACTOR shall prepare and present four (4) copies in writing, and at oral presentations, if requested, for approval by LFUCG and the Design Criteria Professional, separate Design Development Documents, updated Project Development Schedules, updated Statements of Probable Construction Costs and a review of Constructability Review reports.

- I. The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, and sections, 3-D representation in the form of renderings or model), outline specifications, and other documents.
- II. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 1. Plan sections and elevations
 2. Typical construction details
 3. Final materials selection
 4. Construction phasing plan

- III. The updated Development Schedules shall show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. CONTRACTOR will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
- IV. Provide updated Statements of Probable Construction Cost. If either statement of Probable Construction Cost exceeds allocated funds by more than ten (10%) percent, CONTRACTOR shall prepare recommendations for reducing the scope of that particular Project in order to bring the estimated costs within allocated funds. Design-
 - i. Build Firm shall update its documentation, at no additional cost to LFUCG, to reflect this reduced scope.
- V. Constructability Review reports.

10. **Basis of Design**

It is imperative that LFUCG understands the implications of design decisions made during the design process. Especially in the early stages of design, it is important that the CONTRACTOR Firm provide insights into the implications of a given choice, e.g. materials, building skin, mechanical systems, etc. To achieve this CONTRACTOR shall develop basis of design reports for key systems. These reports are first due during the initial stages of design and provide the basis for LFUCG's acceptance of design submittals.

Basis of Design Reports are required at the following design milestones:

- Initial proposal submittal
- 100% Preliminary Design
- 100% Construction Documents

11. **Code Analysis Reports and Plans**

Provide a narrative discussion and summary of building code issues, impacts and restrictions particular to this Project. The outline shall include a written report and diagrammatic plan drawings delineating design criteria, occupancy, construction type, etc. The analysis shall be updated for each design phase.

12. **Project Timeline**

Final timeline to be provided by the CONTRACTOR as noted in the RFP response.

13. **Additional Design Services**

Additional design services shall be handled as a Change Order to the Contract. Additional Design Services shall be for the provision of Professional Services requested by LFUCG that were not included in the approved design documents or within the Basic Services contained in the Contract. Upon request of LFUCG the CONTRACTOR will prepare and submit a Change Order Proposal, which shall include the deliverables and costs.

CONSTRUCTION DOCUMENTS

CONTRACTOR shall produce 50%, 90% and Final Construction Documents (100%) for review and approval by LFUCG, which shall include the following:

1. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 50%, 90% and 100% review shall be noted. CONTRACTOR shall attach an index of all anticipated drawing sheets necessary to fully define the Project.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost in CSI format.
4. A Project Specifications index and Project Manual with at least 50%, 90% and 100% of the Specifications completed.
5. CONTRACTOR shall submit the special conditions separate from the technical specifications.
6. CONTRACTOR shall not proceed with further construction document development until approval of the previously submitted documents is received in writing from LFUCG. Approval by LFUCG shall be for progress only and does not relieve CONTRACTOR of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Contract. CONTRACTOR shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The previously submitted documents review (check) set shall be returned to LFUCG upon submission of subsequent submittal and CONTRACTOR shall provide an appropriate response to all review comments noted on these previously submitted documents.
7. CONTRACTOR shall submit four (4) full size copies of the drawings and specifications, and one digital copy in .pdf format, plot, and .dwg formats.
8. CONTRACTOR shall prepare for written approval by LFUCG, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Construction Phase will begin upon commencement of construction and will end when the CONTRACTOR has provided to LFUCG all post construction services, including documents, As-Built drawings, CONTRACTOR's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to LFUCG and LFUCG approves the final payment to the CONTRACTOR. During this period, the CONTRACTOR shall provide administration of the construction contract as provided by this Contract, and as provided by law.
2. The Project Manager, as the representative of LFUCG during the Construction Phase, shall advise and consult with LFUCG and shall have the authority to act on behalf of LFUCG to the extent provided in the General Conditions and the Supplementary Conditions of the construction contract and their agreement with LFUCG.

3. LFUCG or its, respective representatives shall visit the site to conduct field observations, at a minimum on a weekly basis, and at all key construction events; to ascertain the progress of the Project and shall visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contractor/Consultant shall provide any site visits necessary for certification if required by the authorities having jurisdiction. Threshold inspection shall be provided by the CONTRACTOR at no additional cost to LFUCG. LFUCG or its representatives shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work. The Contractor and Subconsultant will be responsible for writing minutes of all meetings and field inspections report, as well as the distribution of the minutes. Contractor and Subconsultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.
4. Based on observations at the site and consultation with LFUCG, the Contractor shall determine the amount due the CONTRACTOR based on the approved schedule of values and shall recommend approval of such amount as appropriate. This recommendation shall constitute a representation by the Contractor to LFUCG that, to the best of the Contractor's knowledge, information and belief, the Work has progressed to the point indicated and that, the quality of the Work is in accordance with the Contract and the CONTRACTOR is entitled to amount stated on the requisition subject to:
 - a) a detailed evaluation of the Work for conformance with the contract upon substantial completion;
 - b) the results of any subsequent tests required by the contract;
 - c) minor deviations from the contract correctable prior to completion;
 - d) any specific qualifications stated in the payment certificate and further that the CONTRACTOR is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.
5. Prior to recommending payment to the CONTRACTOR, the project manager will prepare a written statement to LFUCG on the status of the Work relative to the Construction Schedule, which shall be attached to the CONTRACTOR's payment application. Such statement shall be prepared immediately following the requisition field meeting.
6. The LFUCG's project manager shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The project manager shall render interpretations necessary for the proper execution or progress of the Work upon written request of either LFUCG or the CONTRACTOR.
7. The LFUCG's project manager shall have the authority to recommend rejection of Work, which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, the project manager considers it necessary or advisable to insure compliance with the Contract Documents, the project manager will have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the Project, or installed and completed.
8. The LFUCG's project manager shall promptly review and approve, reject or take action on

shop drawings, samples, RFIs and other submissions of the CONTRACTOR. Changes or substitutions to the construction documents shall not be authorized without concurrence of the LFUCG's Project Manager and/or. The project manager shall upon receipt of shop drawings, samples, RFI's or other submittals by the CONTRACTOR, timely review and return the shop drawings or submittals to the CONTRACTOR with comments indicating either approval or disapproval.

9. The LFUCG's project manager shall examine the Work upon receipt of the CONTRACTOR's request for substantial completion inspection of the Project and shall, prior to occupancy by LFUCG, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The project manager shall in conjunction with other representatives of LFUCG, and the CONTRACTOR prepare a punch list of any defects and discrepancies in the Work required to be corrected by the CONTRACTOR in accordance with all applicable codes/regulations. Upon satisfactory completion of the punch list the project manager shall recommend execution of a "Certificate of Final Acceptance" and final payment to the CONTRACTOR. Upon satisfactory completion of all items on the punch list all necessary closeout documentation shall be submitted by the CONTRACTOR, including but not limited to all guarantees, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the Contract before final acceptance shall be issued to the CONTRACTOR.
10. The LFUCG's project manager shall review the CONTRACTOR's "as built" drawings and submit them to LFUCG upon approval. The CONTRACTOR is responsible for preparing the "as built" drawings.
11. The CONTRACTOR shall furnish to LFUCG the original documents, including drawings, revised to "as-built" conditions. In preparing the "Record Set" documents any certification required under this Contract including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the CONTRACTOR. The original documents as well as the "Record Set" shall become the property of LFUCG. A reproducible set of all other final documents will be furnished to LFUCG free of charge by the CONTRACTOR. The CONTRACTOR shall furnish to LFUCG one complete set of "Record Set Drawings", in Auto CADD or such other format acceptable to LFUCG.
12. The CONTRACTOR shall furnish to LFUCG a simplified site plan reflecting "as-built" conditions with graphic scale and north arrow. Two sets of drawings shall be furnished on 24" x 36" sheets and one electronic copy.

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	%	\$
Concept Schematic Design	%	\$ 5,000.00
Advanced Schematic Design	%	\$11,200.00
Design Development	%	\$ 5,400.00
50% Construction Documents	%	\$
90% Construction Documents	%	\$
100% Construction Documents	%	\$12,400.00
Permitting	%	\$
Construction Administration	%	\$12,000.00
Substantial Completion Deliverables	%	\$
Final Completion Deliverables	%	\$
Post Occupancy Inspection & Report	%	\$
Not to Exceed Allowance for Reimbursable Expenses (if applicable)	%	\$
Total Design Fees (Not to Exceed)	100%	\$46,000.00

Note: Fee % indicates proportion of lump sum of Total Design Fees

Construction Cost

Phase	Item Amount	Sub-Total/Total Fee
Guaranteed Maximum Cost of the Work	\$	
SUB-TOTAL:		\$
Guaranteed Maximum Staffing Costs	\$	
Guaranteed Maximum General Conditions	\$	
SUB-TOTAL:		\$
Overhead & Profit	\$	
SUB-TOTAL:		\$
Bond & Insurance this is part of the General Conditions	\$	
Guaranteed Maximum Construction Price:		\$ 295,000.00

Our **GUARANTEED MAXIMUM PRICE** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Bid Specifications.

Lump Sum: \$ 295,000.00

Two hundred ninety-five thousand dollars

Written Amount

Contract Execution Form

THIS Contract made this 25th day of June in the year 2015 by and between Lexington Fayette Urban County Government, hereinafter called the "LFUCG," and **GameTime c/o David Williams & Assoc., Inc.**

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

WITNESS/ATTEST

GameTime c/o David Williams & Assoc., Inc.

Robert E. Williams
Signature

Robert H Greiwe
Signature

Robert E. Williams, Secy.
Print Name, Title

Robert H Greiwe President
Print Name, Title of Authorized Officer or Official

ATTEST:

DESIGN-BUILD FIRM (Affirm
DESIGN-BUILD FIRM Seal, if
available)

ATTEST:

LFUCG

Mark Walker, Deputy
LFUCG Clerk

[Signature]



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#13-2015 Jacobson Park Playground Design-Build Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 9, 2015**.

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

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

RFP #13-2015 Jacobson Park Playground Design-Build Services

If mailed, the envelope must be addressed to:

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

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

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

EXHIBIT A

Pre-proposal Meeting and Questions:

A non-mandatory **pre-proposal meeting** to be held on March 30, 2015 at **10:00AM** at Jacobson Park Playground, 4001 Athens-Boonesboro Rd., Lexington, KY 40509.

Until this date, questions about the project may be submitted to the LFUCG Economic Engine website.

Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

Submittals

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and ten (10) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. 25 pts
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 pts
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 20 pts
4. Degree of local employment to be provided by the person or firm. 5 pts
5. Project approach. 15 pts
6. Cost Allocation. 15 pts
 - a. Pre-SD Phase Review and Analysis (\$): _____
 - b. SD Phase (\$): _____
 - c. DD Phase (\$): _____

d. CD Phase (\$): _____

e. CA Phase (\$): _____

f. Construction (\$): _____

Maximum Guaranteed Contract (All inclusive): _____

See additional information about selection criteria in specifications.

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

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

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

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

Prepared by: _____

Name & Title

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

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors

and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.

- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00410168

SOLICITATION
for
DESIGN-BUILD SERVICES

RFP #13-2015
JACOBSON PARK PLAYGROUND
4001 Athens-Boonesboro Rd., Lexington, KY 40509

1. Introduction

The Lexington-Fayette Urban County Government (LFUCG) is seeking a consulting team to provide conceptual design, final design, construction documents and final turn key construction services for a new destination playground in Jacobson Park. The site of the new playground shall utilize the same general location as the existing playground.

The Owner has procured a **topographic survey** of the existing site which is available for review in PDF format by downloading from the LFUCG Economic Engine website. An AutoCAD 2013 version will be provided to the selected consultant.

2. Timeline, Budget and Scope of Work

Award of the project is anticipated around June 1, 2015; design work must be completed by October 1, 2015.

The goal is to design a playground containing not only play equipment, but substantial site and educational amenities that enhance the play experience and serve all ages – children of all ages as well as those providing supervision. Based on similar projects in other communities, it is anticipated that the final construction budget for this type of facility will be approximately \$500,000 minimum.

The scope of work for all design and construction services shall NOT EXCEED \$295,000. (Note that any construction services \$250,000 or over are subject to KY State Prevailing Wages.)

The scope includes:

- A.) Pre-Schematic Design Review and Analysis
- B.) Schematic Design for \$500,000 **construction** budget utilizing phased development; breakdown of phases and identification of Phase I elements
- C.) Design Documents for Phase I (construction budget shall be \$295,000 less design services).
- D.) Construction Documents for Phase I
- E.) Construction Administration for Phase I
- F.) Construction of Phase I

Note: Future phases of added play equipment and/or features shall be designed as compartmentalized additions estimated to cost \$10,000 to \$50,000 each for construction.

3. Submittal Requirements

Interested firms are encouraged to submit their qualifications which will include the following information:

- a. Cover letter, signed by an authorized representative, which includes the firm's contact information.
- b. Narrative explaining the firm's unique qualifications for the project.
- c. Summary of firm's recent (10 year) experience in similar/representative design-build projects. Photographs of these projects are encouraged.
- d. Name and experience of key personnel including sub-consultants and their roles. Specifically, please identify the following individuals:
 - 1. Project manager during design phase
 - 2. State Licensed Landscape Architect or Civil Engineer
 - 3. Play equipment manufacturer/supplier
 - 4. Primary party for construction drawings
 - 5. Construction superintendent or foreman
 - 6. Party certifying ADA compliance
 - 7. Supplier of Poured in Place Surfacing (if used)
 - 8. Supplier of Engineered Wood Fiber (if used)
- e. Ability to meet Owner's established timeline.
- f. Generalized breakdown of the \$295,000 budget based on scope of work described in Section 2 for each type of service: Schematic Design, Design

Documents, Construction Administration and budget remaining for Construction.

- g. Hourly rate for key personnel including sub-consultants.
- h. References: Names and telephone numbers of previous clients on similar scale projects within the past ten (10) years with a description of the type of project completed and whether or not the project was completed on schedule and within budget.
- i. Proposed Project Approach: Consultant shall provide a clear and specific summary of proposed methodology to achieve the goals expressed in this RFP. The Consultant's understanding of the goals and creativity with regard to how to achieve them is an important consideration, especially with regard to public input, communication and keeping all parties well-informed as project progresses.
- j. **Consultants SHALL NOT submit concept drawings as part of this RFP.** If submitted, they will be disregarded and removed from the proposal before being evaluated. It is an expressed goal that the design be derived from a collaborative process of public involvement and in-depth site analysis.
- k. Please include information regarding what warranty would apply to the skate park with your bid.
- l. Consultants/Contractors to be involved in the project must also answer the questions on the form provided in Appendix A.

Note: Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

4. Special Conditions

The Design Team shall have cumulatively designed a minimum of ten (10) ADA compliant playgrounds with equal or greater relative budget and complexity. Of those facilities, at least five (5) must have been built within the last 5 years. (Summary sheet available in Appendix A.)

The Contractor shall have constructed at least ten (10) ADA compliant playgrounds with equal or greater relative budget and complexity. Of those

facilities, five (5) of those must have been built within the last 5 years. (Summary sheet available in Appendix A.)

5. Project Details

- A. The scope of work includes conceptual design, final design, construction documents and final turn key construction of the playground. Consultant shall be responsible for evaluating existing site conditions and engineering whatever is necessary to provide suitable subgrade and drainage for playground area.
- B. The new playground design shall respond to public input already gathered by the Division of Parks and Recreation
- C. The Consultant shall include at least two (2) public meetings to share design and seek input.
- D. It is expected that the Consultant Team will develop 100% Schematic Design documents for staff review. Following approval, the Schematic Design will be presented at a public meeting. Using input received, Consultant Team will proceed with Design Documents. At 75%, the Design Documents will be reviewed by staff. Upon approval, the Consultant shall display plans at a second public meeting to take comment. Using this input, the Consultant will then complete the Design Documents including plans and specifications for staff review and approval before beginning construction. The Consultant shall seek opportunities for value engineering in both the design and construction phases.
- E. The design and equipment selection shall take into account long term maintenance cost and environmental sustainability.
- F. Stormwater runoff from impervious surfaces shall be mitigated within the design area.
- G. When applicable, the design shall take into account all LFUCG Standards as well as all local, state and federal laws, statues and codes. Specifications shall be based on common construction industry standards.
- H. The Consultant shall submit a proposed construction schedule for review and approval. It is preferred that the construction be completed in 180 days or less. Allowances will be made for documented weather days.
- I. Permits specific to the playground are the sole responsibility of the Consultant. Permits applicable to the entire construction site shall be submitted by the Owner with the Consultant being responsible for adhering to all restrictions and conditions during construction. It is anticipated that this site shall require a Land Disturbance Permit (SWPPP) from the KY Division of Water as well as local approval from the Divisions of Engineering and Water Quality. All BMPs shall comply with LFUCG Engineering and Stormwater Manuals (available online).
- J. Pre-Construction and Progress Meetings shall be scheduled prior to construction. It is expected that the same representative from the

Consulting Team will attend all of these meetings. The Division of Parks and Recreation will provide a single point of contact (project manager) to act on it's behalf at these meetings as well. Designers from both the Consulting Team and Parks and Recreation are expected to attend these meetings as required to clarify design intent if questions arise.

- K. The construction equipment and activities shall be limited to the area authorized by the Owner. All damage from construction activities shall be restored to pre-construction condition or better at the Consultant's/Contractor's expense.
- L. To the greatest extent possible, Parks and Recreation will locate private utilities within or near the construction area. However, ultimate responsibility to protect and/or repair existing utilities damaged during construction remains with Consultant/Contractor.
- M. At all times, the Consultant/Contractor shall be responsible for protecting the public during construction. If any hazards are observed by Parks staff, the Consultant/Contractor shall be notified and is expected to correct the situation immediately.
- N. If the Consultant/Contractor feels quality control testing is needed, he/she shall advise the Owner who will make final determination. The Owner shall pay for all testing that is mutually agreed upon as necessary. The Owner reserves the right to perform additional testing at their expense to verify compliance with specifications. The Consultant/Contractor shall cooperate fully with these tests and in the event the materials fail to meet specification, the cost of the test shall be deducted from the Consultant/Contractor's contract amount.
- O. Final and total site clean up and removal of all debris shall be the responsibility of the Contractor.
- P. The Consultant/Contractor shall provide to the Owner, within 30 days of substantial completion, as-built drawings on CD. It is preferred the drawings be in AutoCAD 2013 format, however, previous versions of AutoCAD and PDF will be accepted if the Consultant/Contractor does not readily have access to the preferred software/version.

6. Project Context

The proposed playground site is located immediately adjacent to the KY American's reservoir which serves as Lexington's reserve water supply. There is a desire to incorporate a water theme into the site design through education, interpretation and adventure in the cultural and native context of Kentucky, the Bluegrass Region and Lexington.

7. General Project Elements

Consultant Team is encouraged to provide examples of other projects that include the following elements within playgrounds or other public spaces intended for children and families:

- A. Educational signage/panels/activities related to the water cycle, water conservation, water quality and/or native water dependent habitats and wildlife.
- B. References to local, regional lore and cultural landscape in material choice (real or simulated) and structure design.
- C. Opportunity for safe but interesting interaction with water.
- D. Opportunity (real or simulated) to interact with a running water model (river, stream, rivulet, etc. throughout the playground as a unifying element.
- E. Play areas that take advantage of sloping sites and create well-connected spaces at different elevations while maintaining views for supervision as well as the adjacent landscape.
- F. A demonstrated ability to preserve and design around existing landscaping (trees).
- G. Creative re-use of the materials or some elements of the existing playground into features/theme of the new playground.

8. Specific Project Elements

- A. Incorporation of two (2) large boulders of Camp Nelson limestone which were locally quarried and donated to the project.
- B. Native plants representative of selected habitats found in central KY in single species beds or planters that are low maintenance and have no risk of poisonous fruits, nuts or berries. Preference for those that create safe, 'seasonal fun' which provides a changing interaction with nature at the playground (cones, maple helicopters, seed pods, ornamental grasses, etc.).
- C. Three distinct areas appropriately scaled for 6-23 months, 2-5 yr olds and 6-12 yr olds. Each should provide both engaging and challenging play equipment and sensory experiences, educational opportunities expressed through the established themes.
- D. For age specific areas, potential desired elements are:
 - 1. Children 6 – 23 months
 - 1. Intimate space with clear boundary
 - 2. Comfortable, unitary surfacing with age appropriate challenges
 - 3. Discovery through texture, light/shade, fragrance, "sensory lawn/patio"

4. Opportunities for simple 3D play – ex. in/out, over/under, around/through
5. Repeatable tactile tasks – ex. fill/dump, sort/match, splash, stack
6. Space for socialization with peers
7. Adult seating in immediate proximity

2. Children 2-5 years

1. Distinct and diverse spaces
2. Opportunity for suggested imaginative play – ex. vending window, wheels, forts, etc.
3. Controlled, safe opportunity for risk - balance/stepping stumps/stones, problem solving, being “hidden”/reappearing/maze
4. Increased richness in natural elements/texture (visual and tactile)
5. Adult seating opportunities at edge of play spaces

3. Children 6-12 years

1. Attractive, easily accessible, diverse spaces
2. Opportunity for autonomous action
3. Opportunity to be “lost” – ex. tree cover, change in elevation, understory vegetation
4. Opportunity for self expression/drama/social gathering
5. Controlled, safe opportunity for risk
6. Adult seating within view but not apparent from play area

4. All ages/family/social group interaction

1. Comfortable, shaded gathering area with tables and seating for picnics, celebrations, etc.
2. Drinking water source

10. Requirements

- A. At minimum, the new playground shall meet current Americans with Disabilities Act regulations applicable to play areas.
- B. The firm selected will produce in writing the terms and conditions associated with all Warranties.
- C. Selected Design/Build Firm will provide documentation for each piece of equipment proposed that such equipment has been certified by (IPEMA) International Playground Equipment Manufacturers Association.
- D. Proposed playground must be designed in accordance with the Consumer Product Safety Commission recommendations for Public Playgrounds.
- E. All proposed safety surfacing shall meet or exceed ASTM F1951-99 (ADA accessibility) and ASTM F1292-99 (Impact attenuation). If engineered wood fiber is proposed for any portion of the new play area, in addition to

meeting the ASTM specifications mentioned prior, it shall also meet with following specifications and be subject to the following conditions:

1. Wood must be double chipped oak or double chipped alternative hardwoods. Cherry and walnut are not permitted.
2. Individual piece size shall be a maximum of 1³/₄" long and 1/2" wide.
3. Bark mulch will not be accepted.
4. During production and transport, playground wood fiber safety surface product is not mixed or contaminated with any other wood by-products. Specifically, there shall be NO construction by-product, ground up pallets, nails, wire or any other debris that may be harmful to playground patrons.
5. LFUCG shall inspect each load ordered and delivered. If oversized wood shards, non-wood debris, non-hardwood chips or pieces are visible – particularly those that resemble the items listed in #4, the LFUCG reserves the right to reject the product at Supplier's expense.

11. Considerations

- a. Consideration will be given to Consultant Teams who include team members who demonstrate a high degree of knowledge and experience providing Inclusive Playground Design.
- b. Consideration will be given to Consultant Teams who minimize design/administrative fees allowing a greater portion of the budget to be used for construction.
- c. Consideration will be given to Consultant Teams whose past projects provide long product life cycle and low annual maintenance.

APPENDIX A – REQUIRED FORMS

Designer/Consultant Team experience:

	Location	Budget	Size (sq.ft.)	Year built	Designer
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

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 _____ 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 _____ If yes, please explain:

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

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

Contractor/Builder experience:

	Location	Budget	Size (sq.ft.)	Year built	Designer
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

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?

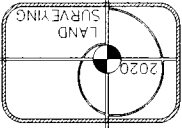
Yes _____ No _____ If yes, please explain:

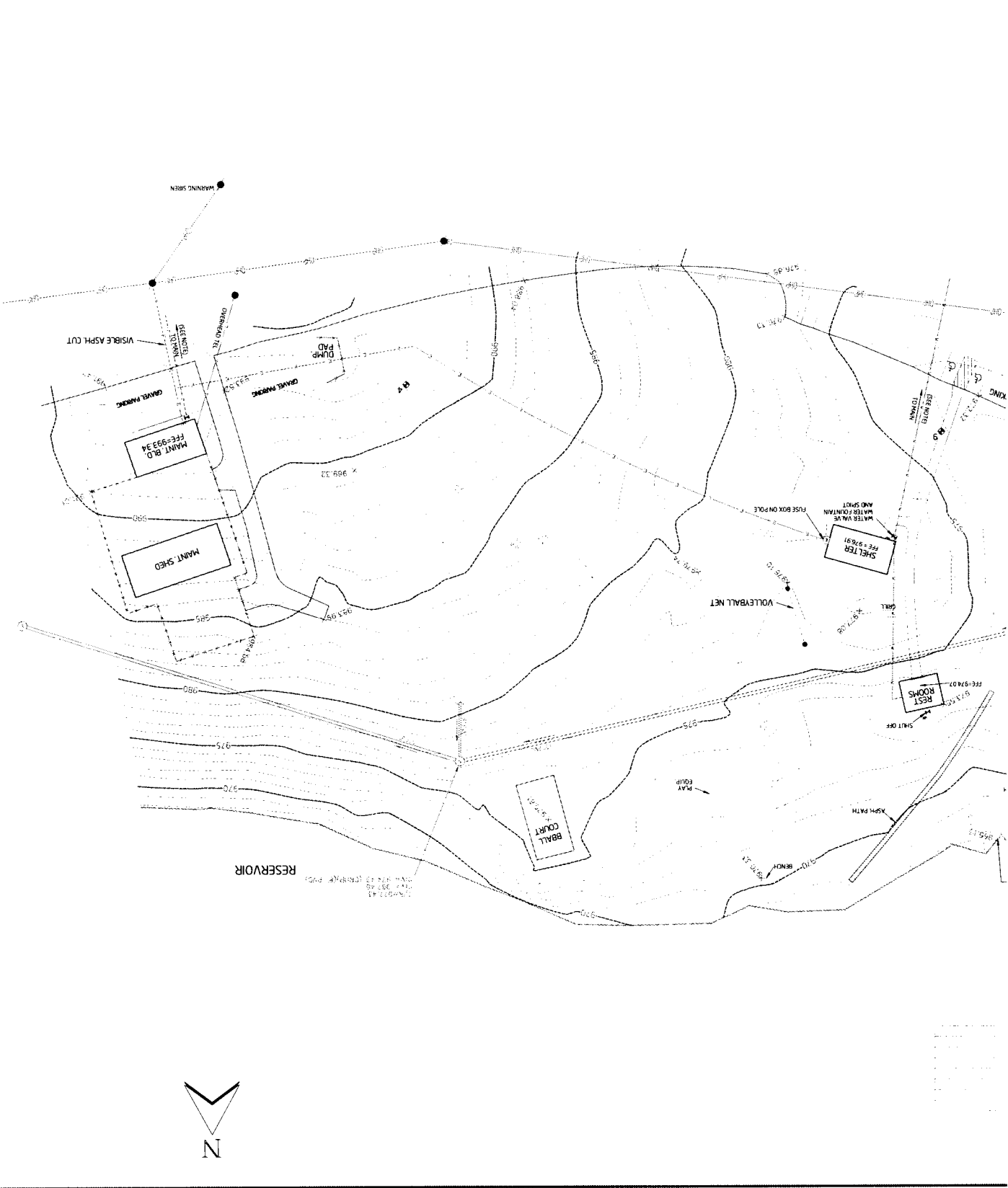
4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim as it relates to skate parks?

Yes _____ No _____ If yes, please explain:

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

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

CLIENT - LEXINGTON, FAYETTE COUNTY, KENTUCKY LFUC - JACOBSON PARK (4001 ATHENS BOONESBORO RD)			2216 YOUNG DRIVE SUITE 7B LEXINGTON KY, 40505 PHONE 859-268-1044 FAX 859-268-1043 MOBILE 229-2278
CLIENT PROJECT # - Adjustments - SPN			
Survey Date FEB 2015	Drawn JDD	Scale = 1" = 40' Checked GND	
Coordinate File - JACOBSON15		Approved	



LFUCG
Request for Proposal
13-2015

Jacobson Park Playground Design-Build Services

April 20, 2015

Section A. Cover Letter and Contact Information

Section B. Team Qualifications +
Inclusive Play Information
Surfacing Products

Section C: Team Recent Experience

Section D: Key Personnel Experience
Team Roles & Organizational Chart

Section E: Ability to meet Owner's Established Timelines

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

Section G: Hourly Rates

Section H: References

Section I: Project Approach

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.L)

Sample Warranty

elementdesign

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

P: 859.389.6533 www.element-site.com



EXHIBIT B

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

elementdesign

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

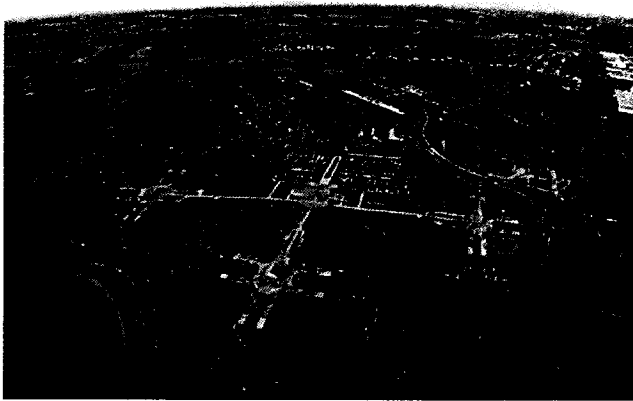
Section B. Team Qualifications

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**

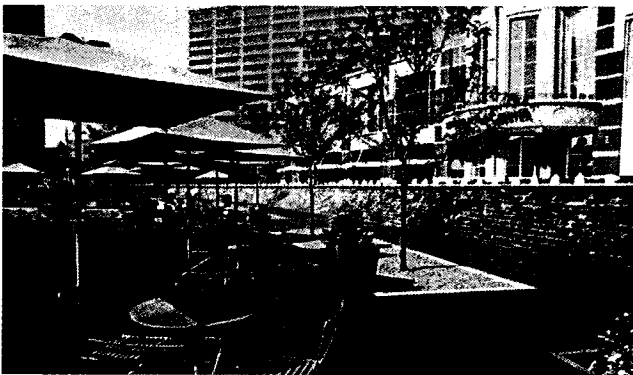
- Campus Master Planning & Design
- Commercial & Residential Landscape Design
- Construction / Contract Administration
- Construction Documents
- Cost Estimating
- Corridor & Main Street Master Planning
- Inventory & Analysis
- Land Planning & Zoning
- LEED Certification & Documentation
- LPA Project 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



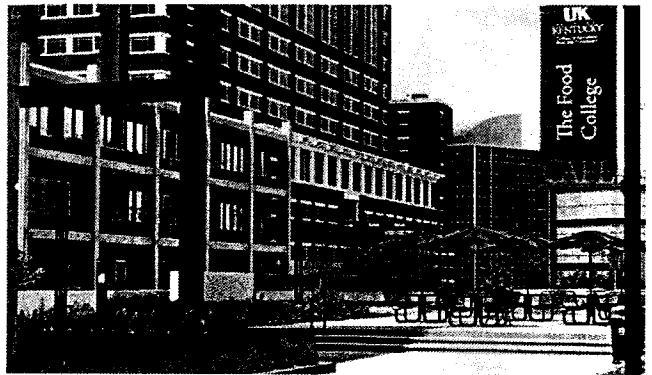
Elizabethtown Sports Park



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 EKU 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.

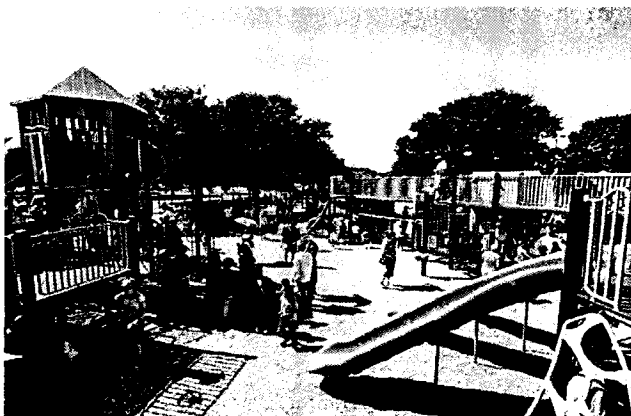
David Williams serves as president and Ruth E. Williams serves as secretary-treasurer. Robert (Bob) Greiwe, covers the Columbus, Dayton, Cincinnati, area and has been with David Williams & Associates since 1988. Northwest Ohio sales territory is covered by Kathy Kolanko since 2006. Sales for the state 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 Palmetter, 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





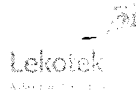
2Play Together™

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

"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

**United Cerebral Palsy
of Illinois - Joliet, IL**



1 be fair

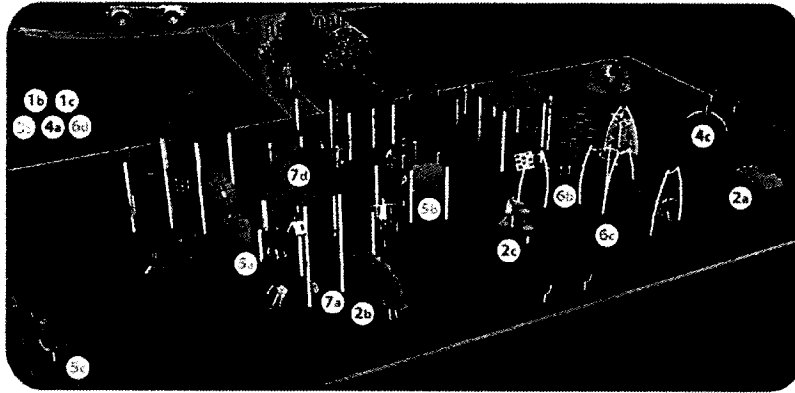
The play environment provides social justice by being equitable and usable by people of all abilities so they can enjoy their right to play.

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

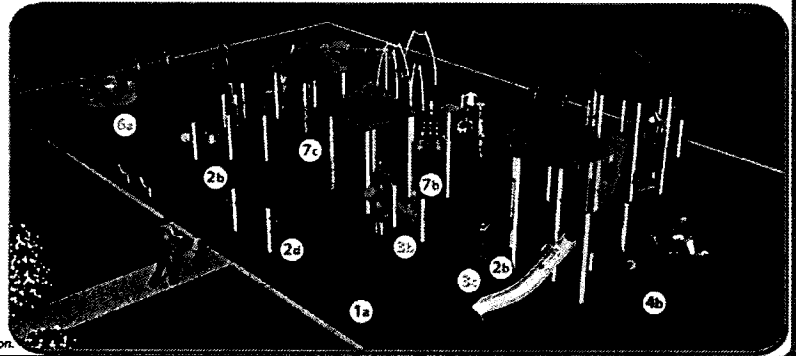
The play environment is usable for individuals with sensory needs, diverse body size, posture, mobility, and motor control.

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.



7 Principles of Inclusive Playground Design

PLAYCORE



*Reference 7 Principles application document for specific project information.

www.gametime.com

800.235.2440

**MID COUNTY PARK
WILLIAMSBURG, VA**



1 be fair

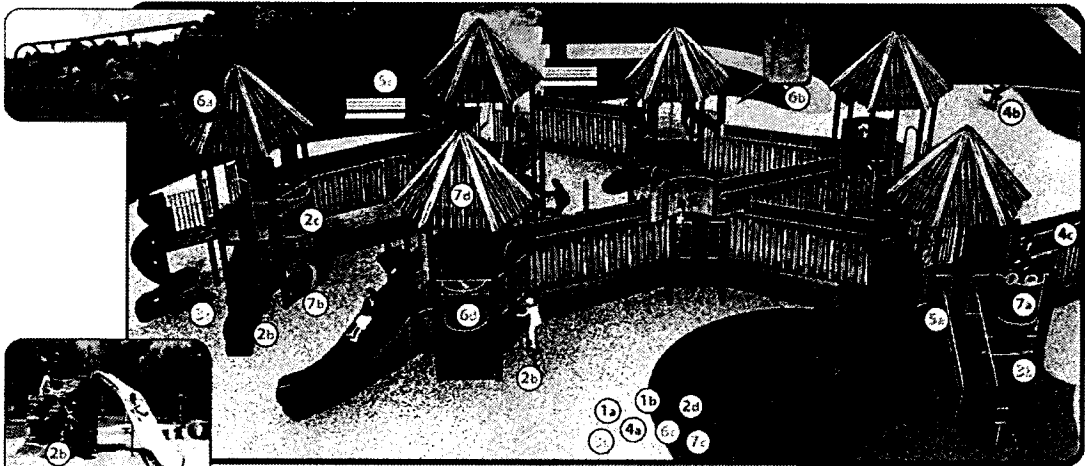
The play environment provides social justice by being equitable and usable by people of all abilities so they can enjoy their right to play.

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

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



7 Principles of Inclusive Playground Design

PLAYCORE

www.gametime.com

800.235.2440

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

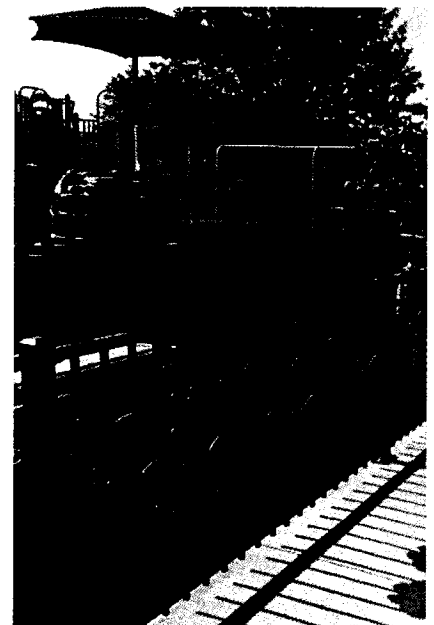
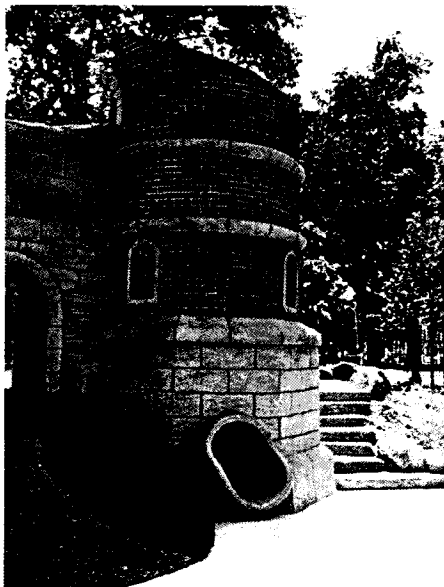


Section C. Team Recent Experience

David Williams & Associates / GameTime Recent Relevant Project List

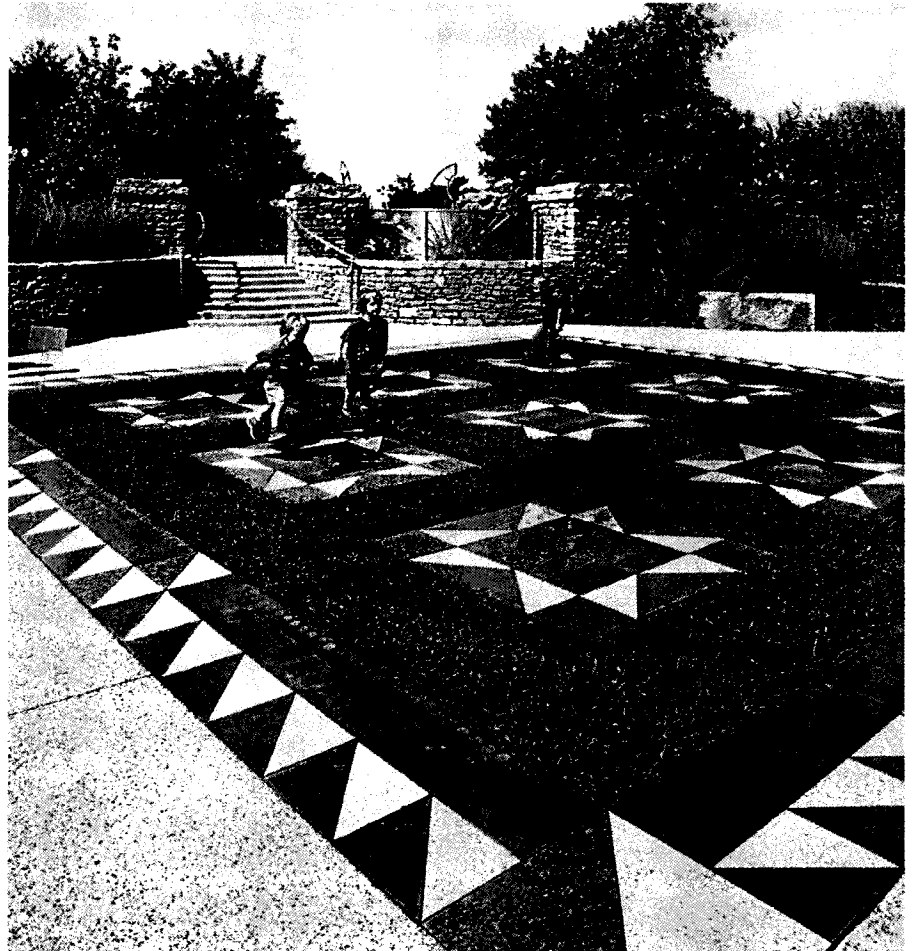
(Play Equipment installed by Schunk Excavating & Trucking)

- **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 Palmeter, 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*



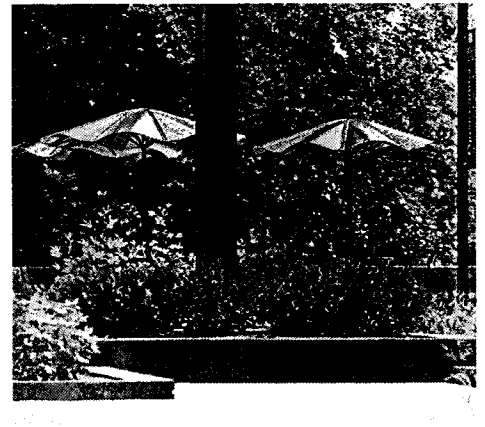
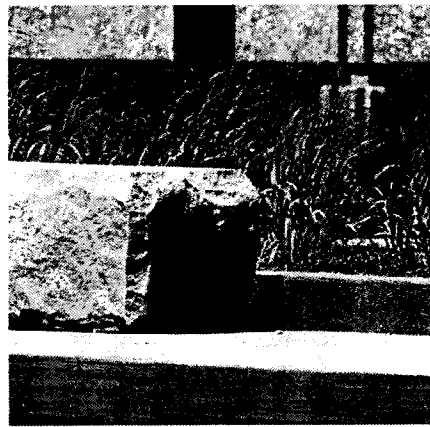
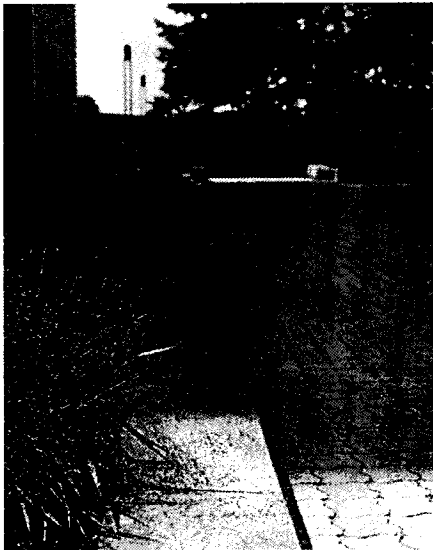
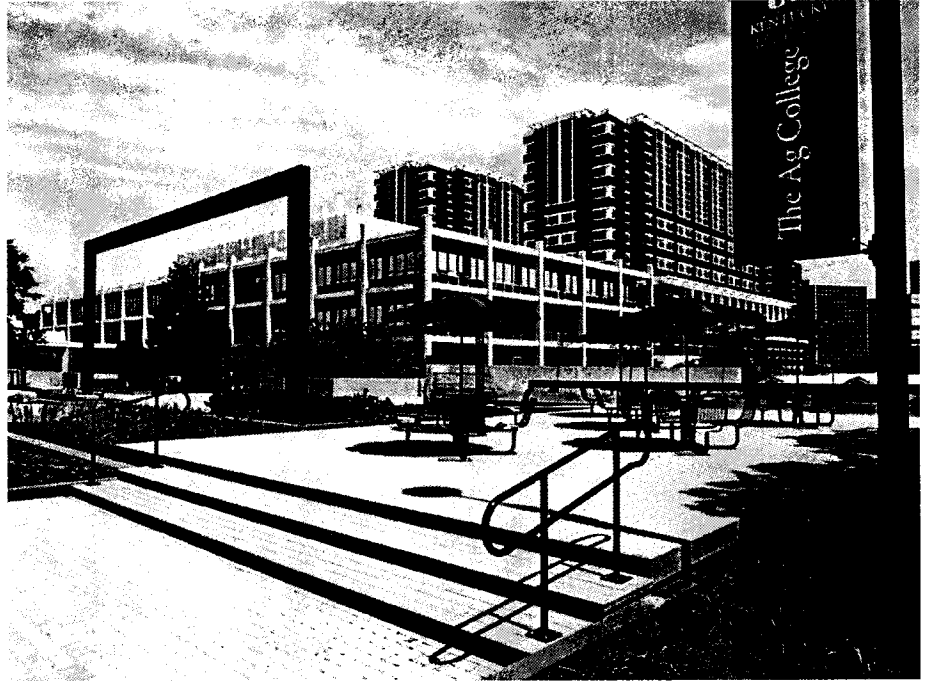
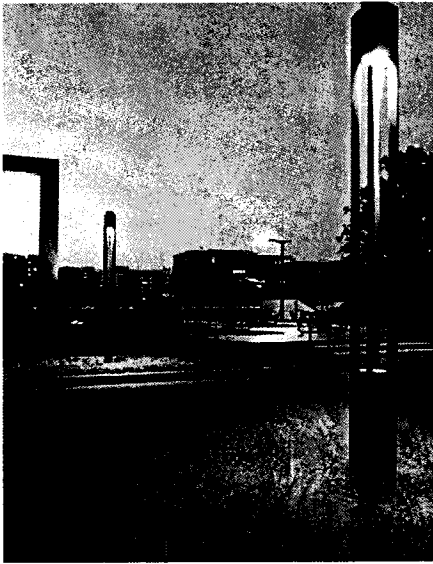
Element Design served as the prime consultant overseeing all aspects of the planning and design for this 158 acre sports facility

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

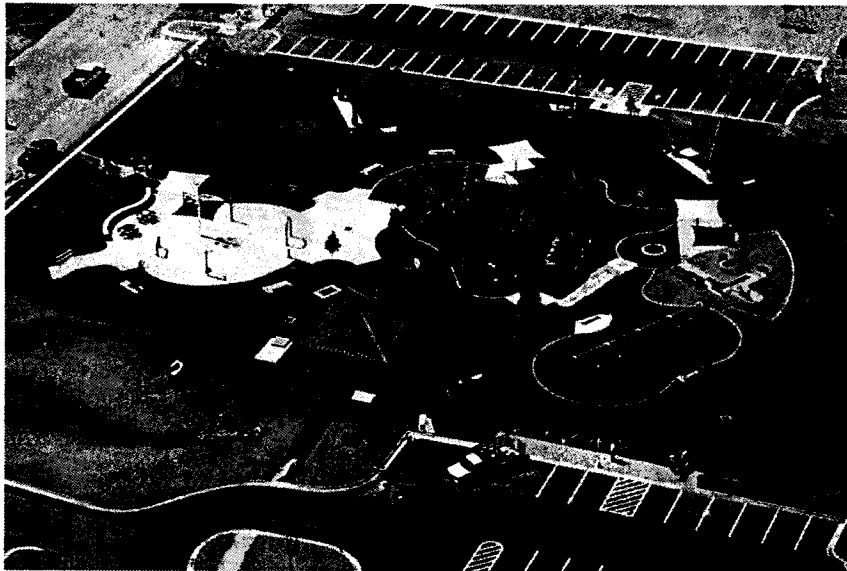
Cost: \$ 750,000

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



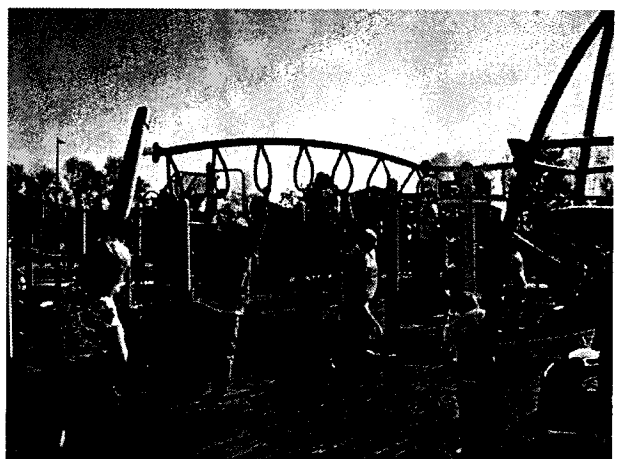
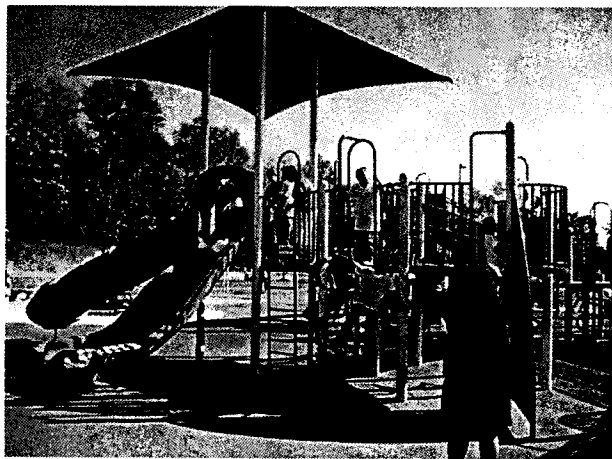
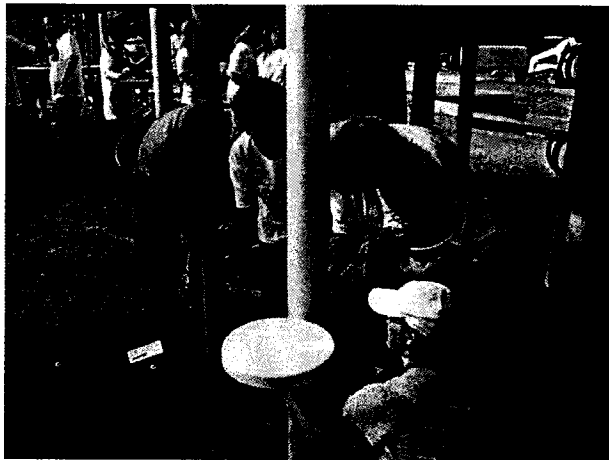
About:

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.



1-800-762-7936 ~ www.davidwilliamsassociates.com





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!

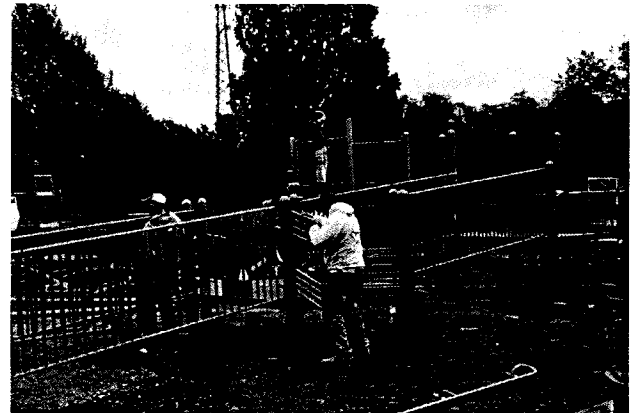
Instrumental in connecting the local Target management with Hamilton County, David Williams & Associates provided multiple supervisors for the day to make sure each step of Build Day went smooth.

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.

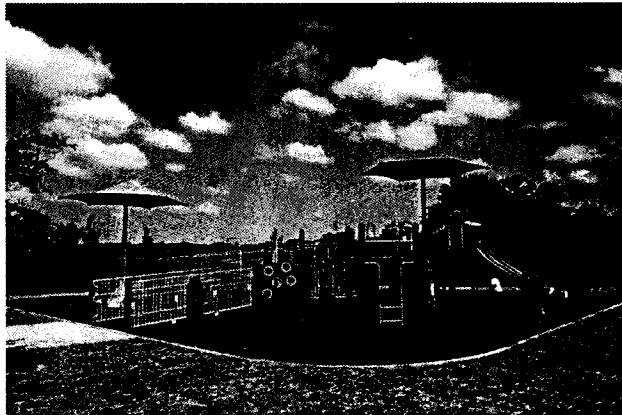


About:

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.

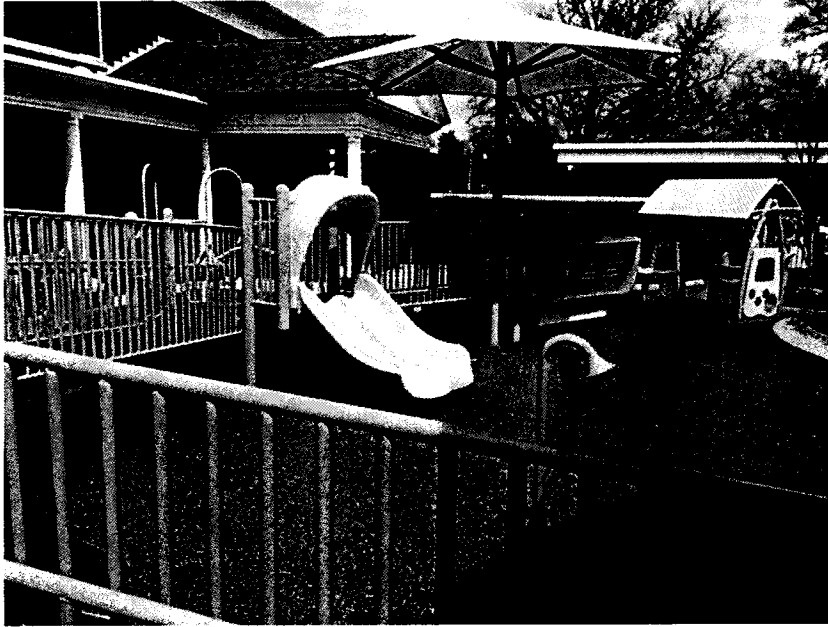
Located at two separate picnic areas, both structures offer different play activities while including ADA accessible ramps for mobility devices access. 'Oak Opening' offers multiple ramp accessible slides while 'Sweetgum Slope' offers fitness based X-Scape components. Both playgrounds include the use 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

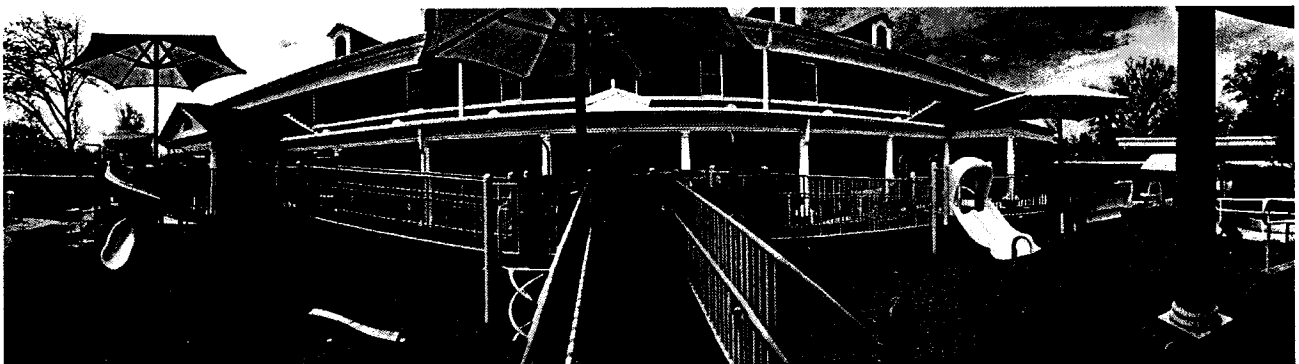
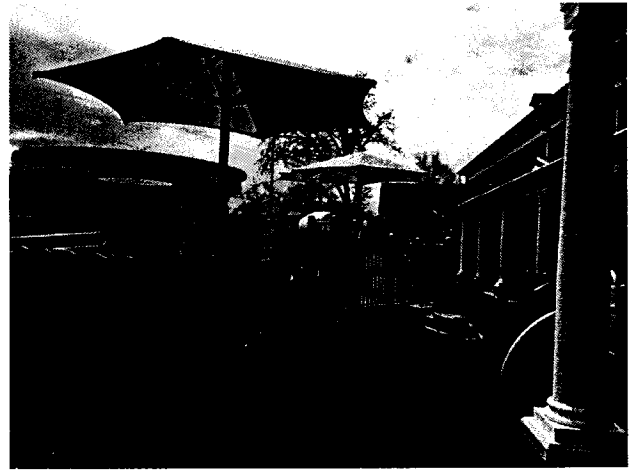


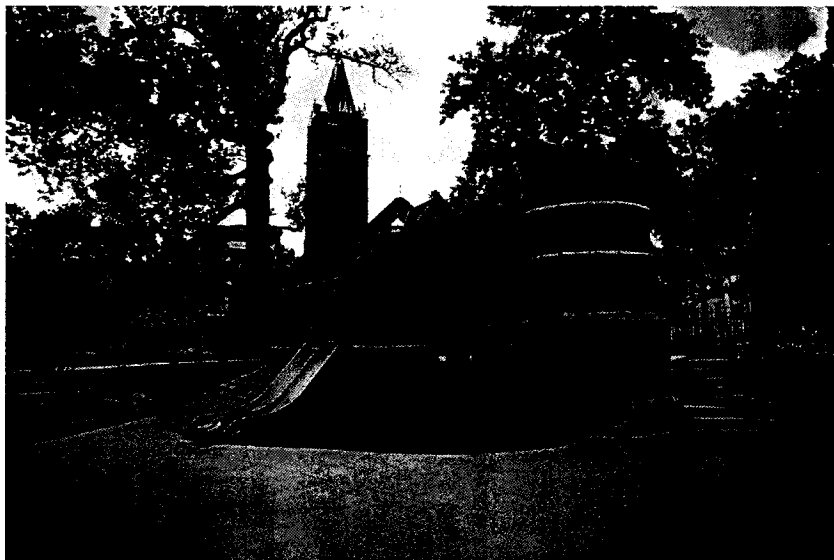
The entire play area is surfaced with GTImpax Poured in Place Rubber, providing a safe play surface while those with mobility devices have no problem navigating the play space.

About:

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 lineal 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.





About:

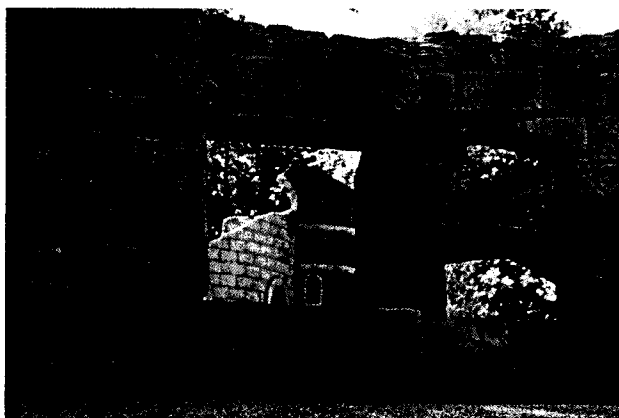
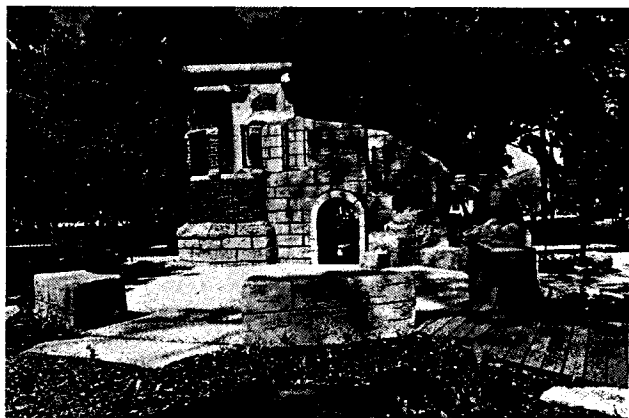
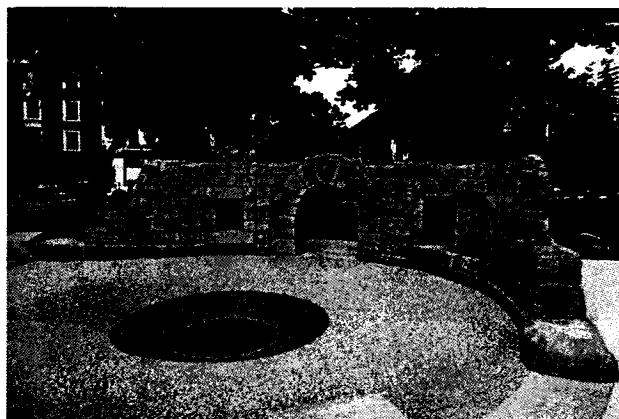
Included in a complete \$40+ million renovation of one of the Queen City's oldest parks - is this unique playground that represents the area's heritage and early beginnings. The playground is composed of 3 main features: Castle Tower, Climbing Ruin Wall and Canal Boat. The site is finished off with additional 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

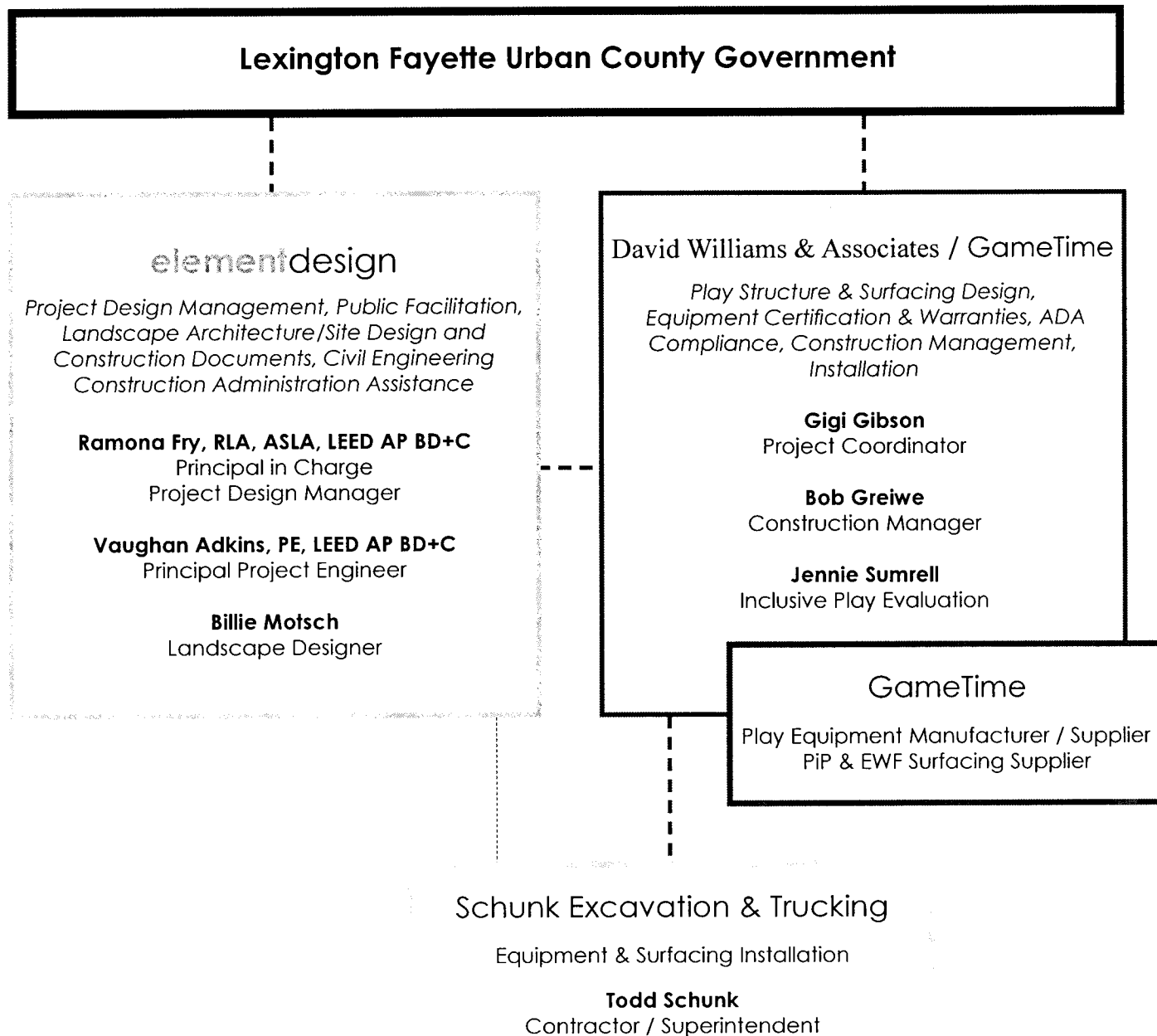


A variety of different types of play surfacing were inter-mixed to help distinguish and create a visual difference to the different play areas. All the unitary surfaces used allow access to each area for users with mobility devices.

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.

Section D: Key Personnel Experience



PLAYCORE[®] RESEARCH
PROGRAMS
EDUCATION
ADVOCACY

Center for Professional Development

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 & Trucking

CERTIFIED PLAYGROUND INSTALLATIONS

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.

P.O. Box 56 • Miamitown, Ohio 45041
Phone & Fax 513-353-4760

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

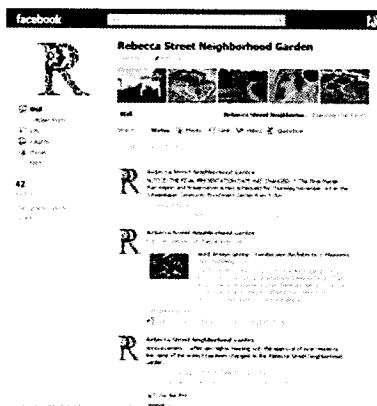
Leann Castillo
Director
National Trails Park District, Springfield, Ohio
937.3247347

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, Schrunck 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*

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 3.1)

Sample Warranty

Section J: Firm Submittal Page

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

Section J: Affidavit

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 _____

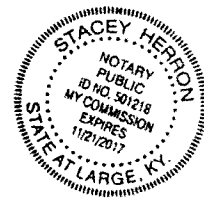
COUNTY OF Fayette _____

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 MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 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

Section J: LFUCG Good Faith Efforts

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

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

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

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

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

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

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

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

Section J: LFUCG General Provisions

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.

Section J: LFUCG General Provisions

- (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

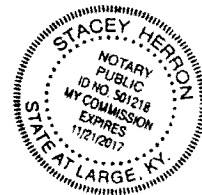
Interests was subscribed, sworn to and acknowledged before me by Stacey Herron

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

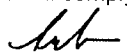
Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-15

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.

 _____ AUTHORIZED SIGNATURE	Ramona Fry, RLA _____ Printed Name
Principal _____ Title	4.20.15 _____ 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.

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.

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: 

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:

- 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:

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

Yes _____ No X 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 PowerScape 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>

