



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #19-2021 Park and Splash Pad Design and Community Engagement Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 30, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders

issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experience with splash pad and water play projects, qualifications, and technical competence of the consultant with the type of service required. 25 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 10 points
4. Familiarity with the details of the project. 10 points
5. Proposed project approach, management plan, and schedule. 20 points
6. Degree of local employment to be provided by person or firm. 15 points
7. Quality of references, prior business experience with the contractor, or reputation of the contractor with the local municipality. List three professional referenced of clients you have worked with in the last five years similar to this RFP. 5 points
8. Cost proposal. 5 points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



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

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

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

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that 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) 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) 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

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/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 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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/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

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

BIDDER/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

CONTRACTOR 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

BIDDER/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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Proposals
RFP 19-2021
Park & Splash Pad Design & Community Engagement Services
Splash! At Charles Young Park, a Nature Inspired Water Play Area and Splash Pad
Division of Parks and Recreation

A. Introduction:

The Lexington-Fayette Urban County Government (“LFUCG”) is seeking a qualified consultant team (“Consultant”) made up of professional architecture, engineering, and community engagement professionals for the design and construction administration of a standalone nature inspired water play area with splash pad based on the provided conceptual site plan (Exhibit A). Plans also to include accessible and inclusive designs for a renovated existing restroom building. Scope includes design development & engineering, detailed cost estimation, construction plans and specifications, construction administration, and community engagement services for the satisfactory completion of Splash! at Charles Young Park located at 540 East Third Street, Lexington, KY 40508.

The Team responding to the RFP should consist of professionals (licensed where required) in the areas of splash pad design, landscape and architectural design, structural design, and site design. Lexington Parks and Recreation will consider all received proposals and up to three (3) consultants may be interviewed and one selected based on qualifications. Final fee shall be negotiated with the selected firm.

B. Summary of Project:

Utilizing the provided conceptual plan for Splash! (Exhibit A) and the city’s project description as noted in the NRPA Grant Application (Exhibit B), the consultant shall prepare schematic plans, construction plans, specifications, and bid documents for the park improvements. In addition to general park development (grading, drainage, water and electric service), specific park elements include lighting, site amenities (benches, picnic tables, trash receptacles), splash pad, paved walkways, trees/shade, renovation of existing restroom facilities, park entry from Midland along with sign and placeholder for art and cultural elements.

Splash! is envisioned as a connector between the Charles Young Park playground and the Town Branch Commons trail – providing direct access from the park to the city’s trail network. Town Branch Commons to the south, currently under construction, will recapture roadway and repurpose it as a tree-filled plaza with multiple benches and stone walls creating a respite for trail users. Splash! will be directly visible and accessible from this plaza that is currently being constructed. The playground to the north-east, currently under construction, is expanding the playground footprint, installing modern and accessible play equipment, incorporating more shade and seating, and Lexington’s first turf slide – reopening Summer 2021.

Splash will be the connective fabric between the trail and playground, Splash! is envisioned to include two water based nature play features, including a recirculating splash pad whose design is intended to pull from the natural landscapes of Kentucky. Water may be experienced as it sprays or mists amongst soft lush rolling hills and trees, water seeping or pouring from limestone walls, or jets spraying water from within a stone lined play space. The stone lined areas may also include opportunity for wading areas, stream interaction, and learning about the importance of local aquatic ecosystems. The urban park’s design is intended to mimic karst, creeks, and streams found in the rural area and within the Town Branch watershed.

Intentional steps should be taken to open access to the park and create a welcoming sense of arrival while preserving the park's significant historic features and ensuring flexible space for pop-up community programming. The Charles Young Park is on the National Register of Historic Places and designs should be complementary and intend to preserve as much open green space as possible. Plantings and water features should frame open views of the historic greenspace and community center as the addition to the park strikes a balance between creating intimate spaces within the larger greenspace.

This new play space will offer a fun area for visitors to be active and socialize, which is a critical component to a modern public park, especially those adjacent to residential areas and community facilities such as this one. The play space should be universally designed, safe for a wide variety of age groups, and offer amenities for comfort for caregivers and those stopping in off the trail. Splash! is to be inviting to all users, regardless of age, race, ability, and background.

The history of Charles Young Park and Colonel Charles Young, who the park is named after, are to be inspirations for designs and interpretive signage, public art, or other features to celebrate their cultural significance. The design should respond to input from community engagement and an identified neighborhood liaison as plans are to incorporate elements to celebrate the community served by the park.

Additionally, through the design phase a right-sized assessment will be conducted to ensure that the appropriate footprint for the Splash! project is determined to align with historic preservation guidelines, provide an intimate and welcoming play space, and meet the final project budget.

C. Project Budget

The project budget is not to exceed \$1,100,000. As such, the total project budget must include ALL design fees, surveys, meetings, purchases and construction fees and include construction contingency.

D. Scope of Work

The Consultant will be responsible for community input, a responsive design to input from the client and community, construction documents, and construction administration services during the construction of a nature inspired water play area and splash pad. All work will be performed as indicated per proposal and include every aspect of work as obvious or implied and necessary to make the project complete and fully operational.

1. Project Elements

- The water play facility at Charles Young Park should be located adjacent to and complement the new playground, connect the playground to the Town Branch Commons along Midland Avenue, and frame the existing historic green space. Reference conceptual plan (Exhibit A)
- Designed for a variety of ages inclusive of infant to active older adults with an emphasis on interactive, educational, accessible, and intergenerational play.
- Consideration to the shape, configuration and layout in order to minimize the impacts to the historic greenspace that is listed on the National Register of Historic Places.
- Consideration to the flexibility of the space created to offer multipurpose opportunities to support neighborhood programming.

- Provide an interesting variety of spray and water features while being conscious of water conservation measures in addition to minimizing water spray drift onto adjacent areas or overspill onto the grass to minimize slippery or muddy areas.
- Provide a non-slip surface.
- Incorporate a barrier around the perimeter of the facility along Lewis Street to keep children safe and away from the street.
- Incorporate seating and shade, both natural and prefabricated.
- All water features to be recirculating systems suitable for children to interact and play in with potential for variable operations systems allowing for timed operations or push button on/off mechanisms.
- Team to review the available utility services and capacities to determine suitability of proposed features to be installed.
- Design to include all mechanical, electrical, and plumbing inclusive of necessary pump and mechanical rooms to serve new added water features.
- Renovate existing restroom building with inclusive and accessible design, note the existing restroom building is on the National Register of Historic Places.
- All design and work is to meet or exceed federal, state and local codes, ordinances and requirements. All design and construction will meet all ADA guidelines.

2. Community Engagement

Scope includes seeking public comment during the early design phase. Design consultant should be prepared to participate in a minimum of three in-person meetings or online meetings (Zoom) or some type of modified, COVID-safe, in-person plan-viewing opportunity. The meetings will be facilitated by LFUCG and lead by the Consultant. All firms being considered are asked to work with a community cultural coordination committee and a selected cultural liaison consultant from the neighborhood – to be determined by LFUCG. Consultant should plan on meeting with these representatives on a schedule to be determined, with a goal of gathering information to inform the culturally significant elements, public art placeholder elements, and other storytelling opportunities to be identified as part of the design phase for future implementation phases.

3. Base Map

The conceptual park plan done by LFUCG (Exhibit A) is provided with this document as is a park survey conducted in 2019 (Exhibit C). The Consultant shall be responsible for compiling information in order to create a complete and accurate base map. If helpful, LFUCG can arrange for the selected firm to obtain GIS map data in electronic format at no charge for the purpose of creating the base map. The Consultant shall be responsible for field verifying all electronic data provided with whatever means necessary. If it is decided additional survey work is needed, the consultant shall help select a surveyor and their work shall be billed directly to LFUCG. The minimum requirements of the base maps shall include, but not be limited to:

- a. Topography (elevations/contours)
- b. Locations of (known) underground utilities;
- c. Locations of storm and sanitary sewers;
- d. Temporary benchmarks for use during construction set outside project limits;
- e. Profiles of pertinent existing infrastructure; and
- f. All existing easements in the project area.

The elevations of utilities, sewers, and other critical items shall be verified. Such verification shall be carefully coordinated with the appropriate parties (e.g., utility companies, LFUCG). If digging operations are necessary, the LFUCG shall be notified and it shall be the responsibility of the consultant to see they are performed properly.

4. Program Development & Schematic Plans

The Consultant shall be expected to attend at least 3 meetings with Parks staff and other stakeholders during this phase of design in addition to weekly project check in calls with the city's project manager.

- Meeting #1: The first meeting shall be to review recommendations of the Aquatic Master plan, Parks Master Plan, East End Small Area Plan, review of conceptual work done to date, establish existing site conditions and discuss Owner's specific goals.
- Meeting #2: The second meeting shall include presentation of 50% schematic site/floor plans and elevations sufficient to illustrate to stakeholders the integration of renovations needed for ADA compliance, mechanical system upgrades, health codes, other current building codes, etc. and the programming information obtained at the first meeting. Stakeholders shall be given opportunity to provide feedback to the Consultant for consideration.
- Meeting #3: The third meeting shall include presentation of 90% schematic site/floor plans and elevations to illustrate to stakeholders the resolution of any issues discussed at prior meeting and ensure adequate bid documents are ready to distribute.

5. Bid Administration

Scope includes assisting LFUCG with Bid Administration. LFUCG Division of Purchasing will provide all front end sections of the bid specifications (General Conditions, Labor, etc.). The Consultant shall prepare the Proposal Form including additive or deductive alternates, Unit Costs and provide the entire Technical Specifications section. Additional efforts includes the Consultant responding to technical questions during the bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received. Selection of contractor is anticipated to occur immediately following the completion of the schematic design phase. Consultants are expected to coordinate with the selected contractor throughout the remaining cost estimating and design phases leading up to construction.

6. Cost Estimates and Quantities

Upon completion of the schematic design and at 50% construction documents, the Consultant shall develop an estimate of cost for the park construction with input from the selected Contractor. The estimate shall be itemized and specific to the listed amenities within the Project. It is the responsibility of the Consultant to design a park that can be built within the available budget (including leaving contingency for construction phase). All work, pre and post bid, necessary to accomplish that requirement, is the responsibility of the Consultant and shall be accomplished within the contracted fee.

7. Construction Documents

Work in this phase shall include preparation of plans and specifications to sufficiently inform the construction of the project and all meetings with all regulatory agencies required to obtain approval of the construction documents (if applicable).

The Consultant shall prepare complete, detailed construction documents including drawings, details, sections, etc. and all appropriate technical specifications necessary to describe how to construct the park and splash pad elements. The Consultant shall provide a timeline for document production and suggest milestone reviews (50%, 90%, etc.). All plans shall be submitted for review by LFUCG staff in PDF format. Final plans shall also include, but are not limited to: a cover sheet, general notes, utility company information, plan and profile sheets, detail sheets.

For construction, Lexington Parks and Recreation may choose to purchase any pre-fabricated items, playground equipment and site furniture from existing contracts. These items will be identified on the plan as “Owner provided; Contractor installed”.

8. Utility Company Coordination

If there are known utility lines in the vicinity of the project, the Consultant will meet and coordinate with all affected utility companies, as necessary to minimize disturbance to underground lines and to facilitate the Project.

9. Construction Administration

During the construction phase the Consultant is expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. The Lexington-Fayette Urban County Government will provide daily construction inspections, the Consultant shall be expected to attend critical site inspections (footer, mechanical, rough-in, etc.) as required. The Consultant will be responsible for scheduling and leading progress meetings, taking and providing documentation of the meetings, review and certify applications for payments to the contractor, approving submittals, approving change order requests and routine “trouble-shooting” during construction.

E. Deliverables

At a minimum, the Consultant will provide cost estimates in Excel, the full set of final plans in AutoCAD, specifications in MS Word and one (1) full set of both in PDF format.

F. Schedule and Completion

An estimated timeline is set forth below. This timeline is subject to change by LFUCG, at the city’s sole discretion, as event and conditions warrant. Construction is to begin spring 2022 and the facility be completed so the splash pad is fully operational by the end of August 2022 with final completion in by end of 2022.

ESTIMATED PROJECT SCHEDULE	
Proposal Release Date	July 2, 2021
Written Proposals Due	July 30, 2021
Finalist Interviews	August 9, 2021 *time slots to be determined
Contract Awarded	September 16, 2021
Design Phase Kickoff	September 17, 2021
Schematic Design 100% & Construction Bid	December 2021
Construction Kickoff	March 2022
Splash Pad (water play features) Construction Substantial Completion	August 2022
Project Final Completion - Construction	December 31, 2022

G. Method of Invoice and Payment

The Consultant may submit monthly invoices for services rendered in that time period OR Consultant can establish a percentage based schedule of payment and bill accordingly when each milestone is reached:

EXAMPLE:

Submission of 50% drawings	25%
Submission of 90% drawings	25%
Community Engagement	5%
Final bid documents	20%
Bid Administration	5%
Construction Management	20%

H. Method of Submission

Proposers are to submit the full proposal as PDF on the city’s online portal, IonWave.

The deadline for submissions is Thursday July 30, 2021 by 2pm Eastern Standard Time. There will not be a public opening of proposals.

No faxed or email proposals will be accepted. Proposals received after the time and date listed above will not be considered. The City will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise. The City reserves the right to request additional information, if necessary, or to request an interview with firm(s), or to reject any and all proposals with or without cause, and waive any irregularities or infirmities in the proposals submitted. The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all proposals are rejected, the City reserves the right to re-solicit proposals.

The responding firm assumes sole responsibility for the complete effort required in the RFP. No special consideration shall be given after proposals are opened because of a firm’s failure to be knowledgeable about all requirements of this RFP. By submitting a proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of the City of Lexington and generally shall be available to the general public as required by applicable law, including the Kentucky Open Records Act.

I. Selection Process

Consultant Team will be selected based on the following criteria:

1. Specialized experience with splash pad and water play projects, qualifications, and technical competence of the consultant with the type of service required. 25 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 10 points
4. Familiarity with the details of the project. 10 points
5. Proposed project approach, management plan, and schedule. 20 points
6. Degree of local employment to be provided by person or firm. 15 points
7. Quality of references, prior business experience with the contractor, or reputation of the contractor with the local municipality. List three professional referenced of clients you have worked with in the last five years similar to this RFP. 5 points
8. Cost proposal. 5 points

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials, Urban County Government staff and community representatives will evaluate the proposals.

Form of Proposal

Splash! Charles Young Park Nature Inspired Water Play Area and Splash Pad	
Schematic Design & Design Development	\$
Community Engagement	\$
Cost Estimating	\$
Construction Documents	\$
Bidding Assistance & Construction Administration	\$
Total**	\$
Hourly Rate – please attach schedule of hourly rates for negotiated additional work requested by Owner	

**Project total must be in lump sum, no percentages will be considered.

Appendix:

A: Conceptual Plan

B: Splash! Grant Application

C: Charles Young Park Survey



Concept Info Previously Shared with Neighborhood

*Draft - - Shared During Kids and Community Visioning Meetings on 6.17
RFP Reference Only*



A Interactive and educational elements incorporated into a water play features.



B Recirculating potable water filled stream allowing kids to play and learn.



C Shaded area with seating provides a space for gatherings & outdoor classroom.



D Interpretive signage & cultural learning moments could be integrated throughout site or reserve placeholders for future projects.



E Splash pad elements incorporated into landscape along the edge of the lawn for a subtle blend into the landscape while adding water play.

Kids' Choice!



F Nature based play could be inspired by the bluegrass landscape in the park, and the once visible bank of the Town Branch creek referencing the history of the area.



G Several natural or prefabricated shade structures with seating could be included throughout the park.



H Multipurpose community spaces could allow for pop-up events and gatherings.

Water Play Opportunity at Charles Young Park Possible Elements

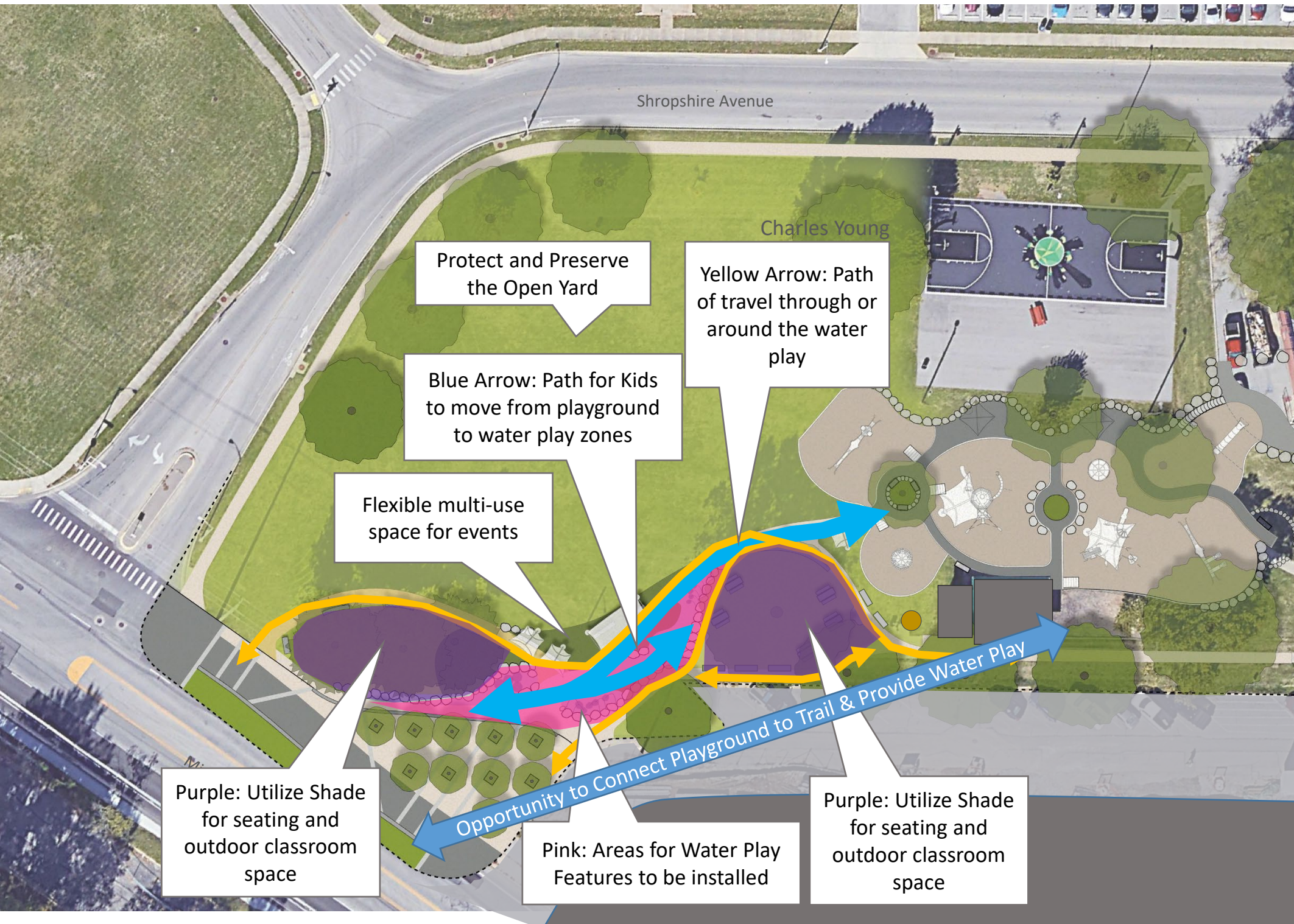
Additional enhancements at Charles Young Park could include water play features. The park is on the National Register of Historic Places and will need to ensure any additional features added to the park are framing and protecting as much open green space as possible. A nature inspired play area is an appropriate approach for these elements in order to transition the playground toward Midland and the trail while also respecting the historic natural area.

Above are examples from other projects around the country that we may use as case studies when determining what a nature inspired water play area could look like. The design for Charles Young Park needs your help determining the design approach- please give us your feedback!



J Stone walls and play elements could serve as a safety barrier from the roadway.

Splash! at Charles Young Park



Notes From Community Meeting in June 2021

Storytelling/Cultural Element

- The story of Colonel Charles Young is important to tell within the space.
- The stories of the neighborhood, the park, or prominent members of the East End are also important to consider. We could utilize work already created as a starting point. It is recommended to review the oral history project from Lyric Theatre.
- How to tell these stories:
 - Consider: interactive wall or path to allow visitors to engage with history components throughout the park
 - Consider: names and information on stone walls about notable stories and figures from the past
 - Note: depending on project budget this phase of the project may not implement these ideas but the developed plan will integrate placeholders to ensure there are reserved opportunities in the future
- It is advisable to gather a small group to act as a cultural committee to aid in gathering and reviewing information as part of the project.

Seating

- Identify where seating can go around trees, as an outdoor classroom space is desired.
- Explore if seating could have a back to Lewis Street and face toward the park so that caregivers watch from that direction creating a natural barrier to the street.
- Desire for additional seats and shade, particularly with view of the play area (input heard from adults and teens)

Water Features

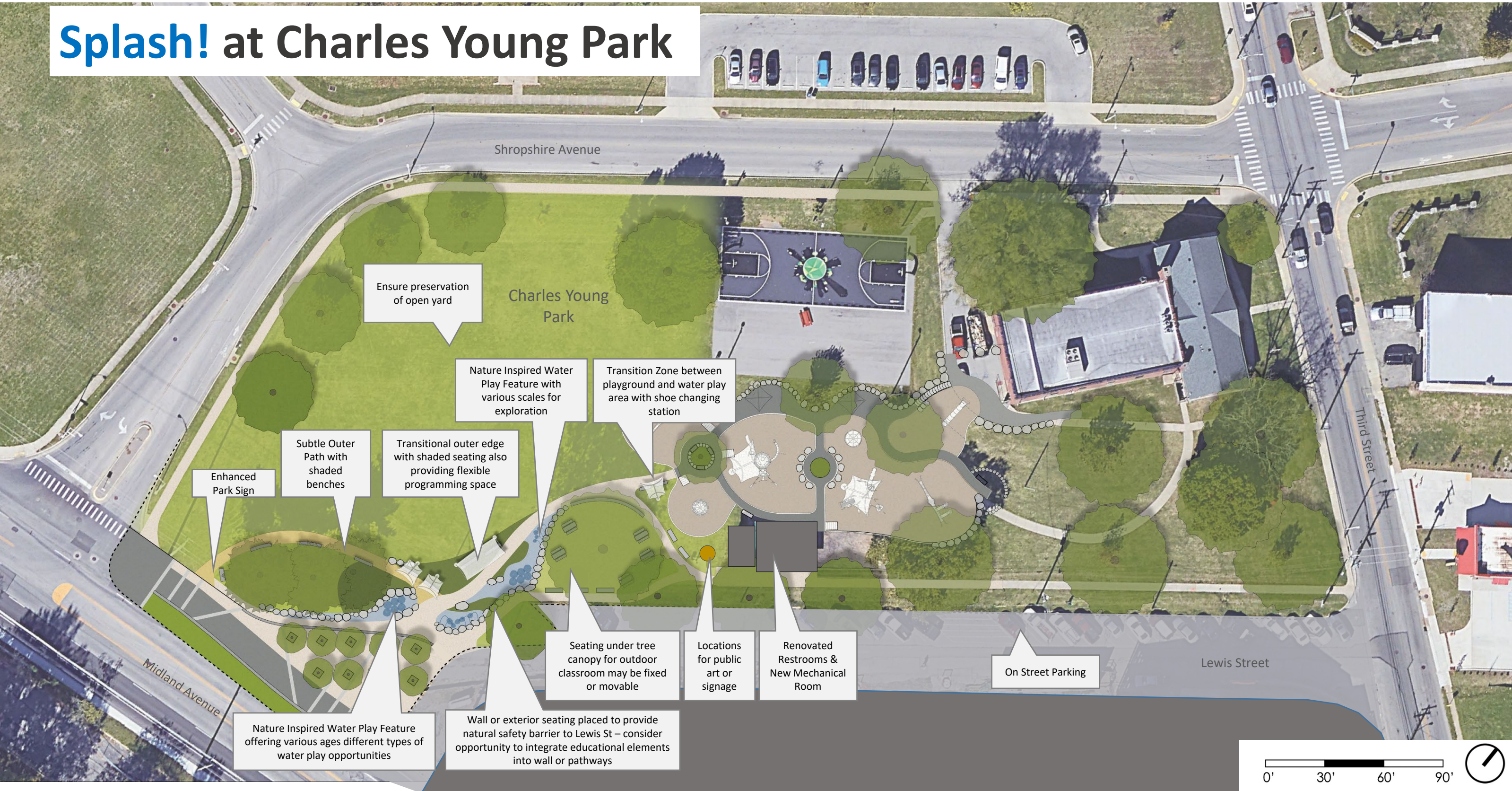
- Water play features are encouraged to have shut off time, look into pushbutton start, and desire of no pooling water of substantial depth for safety reasons, as some kids visit park at times by themselves. Don't want water running late night.
- Treated water, and systems were supported to ensure a healthy playspace.
- Favorable of small sized water play elements rather than one big water feature. This will ensure the project is appropriately scaled related to the preserved green space, also nice because it offers an exploratory experience for kids.
- Were in favor of various water experiences such as mist, water pouring out, water shooting out of the ground, small streams for education and interaction (input received from kids and adults)

Other

- Renovated restrooms were supported.
- Like the flexibility of space and potential for set up for events in the area if needed.
- Ensure design is inclusive and accessible, ADA, be aware of soft surfaces not too soft for accessibility.
- Engage a variety of users during the design phase including kids and senior citizens groups.

This plan is provided as a concept only in an effort to provide a sense of anticipated features within the defined project footprint. Community engagement will continue to occur through the design phase after a design consultant is hired. FINAL PLAN is yet to be determined and all ideas are still on the table! Please share your ideas with us at future meetings and online input opportunities!

Splash! at Charles Young Park



This plan is provided as a concept only in an effort to provide a sense of anticipated features within the defined project footprint. Community engagement will continue to occur through the design phase after a design consultant is hired. FINAL PLAN is yet to be determined and all ideas are still on the table! Please share your ideas with us at future meetings and online input opportunities!

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NRPA Grant Application: Award of Grant Funds TBD

1. Provide a concise description of your project (500 words max)

Splash! will be a nature inspired water play zone within Charles Young Park. Located steps away from the newly renovated playground and community center, Splash! will offer various water-based sensory and educational experiences. The plan envisions a transitional water play area between the playground to the Town Branch Commons trail. With this grant, Splash! will construct downtown's first splash pad! In this phase, the splash pad along with native landscape, trees, stone work, integrated seating, flexible community space, and educational elements will be constructed. Additional features may come in future phases that will supplement and be complementary to the initial signature investment.

Splash! is located directly off the Town Branch Commons which transforms a vehicular passage into a safe multi-modal public space that expands urban tree canopy and manages stormwater. The Commons connects diverse neighborhoods along the historic path of Town Branch – Lexington's original water source, and links the downtown core with the greater Bluegrass Region through its connections to the city-wide trail system. Charles Young Park is one of the 9 downtown spaces connected by the trail system, and Splash! is the missing piece to provide a direct and meaningful connection between the existing playground and the city-wide trail system.

This site is a local community landmark and cherished amenity. During an era of social segregation, the Charles Young Community Center was established in 1934 as the city's first indoor public recreational facility for African-Americans, and the adjacent park was only the second outdoor public recreational facility for African-Americans. Both the center and park are now listed on the National Register of Historic Places, affirming and celebrating the important role of Charles Young Center and Park, for its contribution to the cultural & ethnic history of Lexington, and particularly of the African-American community. Our efforts with Splash! are meant to enhance and build upon its previous successes.

Why here and why now? Over two summers, the Division of Parks and Recreation partnered with Gehl Institute and many stakeholders to open a temporary pop-up splash pad nearby. The site, known as SplashJAM, was a safe space for water play. SplashJAM offered residents and visitors an opportunity to relax, stay cool and get out and play. The monumental success of the project proved that a permanent water feature was wanted and needed in the East End Neighborhood.

Parks and projects like Splash! are not just "nice to have" – they are essential especially given our current circumstances, public space may be key to our ultimate ability to recover, rebuild and prosper as communities and as a nation. Splash! will provide unique opportunities for adults and children alike to engage with water and each other. With this in mind, along with consideration of investments already underway in adjacent public space infrastructure, Splash! is the missing link that could help tie these community gathering spaces together and make a lasting impact in our community. (480/500)

2. Physical Park Improvements In detail, please describe the proposed physical park improvement component of the project. And if applicable, explain how the proposed project ties in with any current or planned improvements to the park. (500 word max)

Splash! will be a connector between the playground and the Town Branch Commons trail – providing direct access from the park to the city's trail network. Town Branch Commons to the south, will expand Charles Young Park's footprint by recapturing roadway and repurposing it as a tree-filled plaza with multiple benches and stone walls creating a respite for trail users. Splash! will be directly visible and accessible from this plaza that is currently being constructed with completion in 2022. The Playground to the north-east is expanding the playground footprint, installing modern and accessible play equipment, incorporating more shade and seating, and Lexington's first turf slide – reopening Summer 2021. And In 2017, Los Angeles Lakers player and former University of Kentucky Wildcat, Julius Randle, dedicated a new basketball court to the park that will be steps away and is highly utilized.

Along the connective fabric between the trail and playground, the first phase of Splash!, made possible with this grant, is to include a recirculating splash pad whose design is intended to pull from the natural landscapes of Kentucky. Water may be experienced as it sprays or mists amongst soft lush rolling hills and trees, water seeping or pouring from limestone walls, or jets spraying water from within a stone lined play space. The urban design to mimic karst, creeks, and streams within the rural area and within the Town Branch watershed. The stone lined areas may also include opportunity for wading areas, stream interaction, and learning about the importance of local aquatic ecosystems. Visitors are also educated about our regional water and sustainability initiatives via

interpretive signage in key locations within Splash! along with water features and signage along the Town Branch Commons on Midland Avenue. A Town Branch Water Walk tour will also be developed, with Charles Young Park and Splash! as an educational stop.

Intentional steps will be taken to open up access to the park and create a welcoming sense of arrival while preserving the park's significant historic features and ensuring flexible space for pop-up community programming. Plantings and water features will frame open views of the historic greenspace and community center as the park strikes a balance between creating intimate spaces within the larger greenspace.

This play space will offer a fun area for families to be active and socialize which is a critical component to a modern public park, especially those adjacent to residential areas and community facilities such as this one. The play space will be universally designed, safe for a wide variety of age groups, and offer amenities for comfort for caregivers and those stopping in off the trail.

Splash! will be a welcomed addition to this neighborhood park that is inviting to all users, regardless of age, race, ability, and background. Through the design phase a right-sized assessment will be conducted to ensure that the appropriate footprint for the Splash! project is determined to align with historic preservation guidelines, provide an intimate and welcoming play space, and meet the final project budget. (499/500)

3. Facilities and Restrooms If your project is a splash pad, is there currently a restroom and/or facility nearby and if so, please describe its proximity. If not, do you have plans to add this amenity? Please explain. (500 word max)

The current restroom dates from the 1960s or 1970s based upon historic aerial photos. Within the past twenty years, there was at least one significant renovation. It included fixture replacement, new stalls, interior painting, exterior painting and new roof. At that time, it was ADA compliant, but there have been changes to the regulations since then.

The Parks Master Plan indicates that accessible and attractive restrooms are desired amenities in all parks. Charles Young Park is no exception and there are plans for a restroom renovation outside the Splash! project scope at a later date. The new facility will be ADA compliant and gender neutral. The newly renovated restroom facility is located within steps of the new playground and splash pad, servicing all park users. Landscaping, native plantings and a water fountain with bottle filler and pet bowl will add to the experience. (143 words)

4. Wow Factor What makes this project unique? What is the "wow" factor that the visitors will experience? (500 word max)

Splash! at Charles Young Park is part of a greater parks and trail system as it sits within the eastern corridor of Town Branch Commons, a nationally acclaimed project. Town Branch Commons is more than just a path of concrete through the downtown. It is a project that is linking our core from east to west. A connective fabric connecting various neighborhoods, developments, and community amenities. We know that the TBC is not just a transportation project moving all modes of transportation – but once completed will offer more opportunity for recreation, impact our public health, act as a teaching tool for our community through the various environmental and water quality features, and ultimately an economic development corridor.

The Town Branch Commons, Splash!, and other parks along the corridor are also being enhanced and envisioned to tell the story of Lexington through our public spaces. The TBC and its design is bringing a bit of the bluegrass – which is our identify to many beyond our state lines – right into our downtown. Today you arrive into Lexington and visit downtown, which is a lovely place, but there is a lack of local identity on the Vine Street Corridor and Midland Avenue where there is a sea of beige, concrete, and asphalt. The TBC is re-envisioning this corridor and infusing a lush green landscape along the length of it - including native grasses, flowers and other plantings – and installing more than three times the number of trees found along this corridor today. The trail itself can be seen as a linear park that intends to provide a taste of the rural area in our city center by mimicking creek beds, installing modern interpretations of our iconic limestone walls, and tracing the historic path of the creek upon which Lexington was originally settled. Splash! will be immediately off this corridor and do just the same with its planned improvements while also telling the rich cultural stories of the historic African-American neighborhood and of Colonel Charles Young, who the park is named after.

The Splash! project will be the first of its kind in downtown Lexington. Bringing nature based water play features that will be utilized by both the residents and visitors to the neighborhood creating a significant neighborhood destination playspace. However, this neighborhood park will be different in character and scale than typical neighborhood or signature parks. Splash! offers the unique opportunity for intimate areas immediately adjacent to residents homes, an active community center, a mixed-use development

project and an Artist's village to feature studios and galleries while providing a more natural setting and learning opportunity. (431/500)

Community Engagement and Partners

5. Community Served Describe the community served by this park. Please include demographic information, population size and a description of the overall community that will be impacted. (500 word max)

The Greater East End neighborhood, including William Wells Brown, is a diverse neighborhood that lies northeast of Downtown and has a rich history beginning after the American Civil War. Charles Young Park is located in the East End of Lexington – an area that is currently experiencing a renaissance through economic development, housing and an increased appreciation of the culture of the area. Recently, the long underdeveloped East End opened it's first mixed-use development, The MET. Featuring retail on the first floor and apartments on the second and third floors, the MET allocated 30% of units to low-income renters. Restaurants include DV8 Kitchen, housing a wholesale bakery and a mission to employ persons in the early stages of recovery. The Artist's Village will provide live and work space for creative entrepreneurs as well as host art classes, fairs and musical performances. Residents, business owners and visitors to Lexington enjoy Charles Young and Isaac Murphy Memorial Art Garden parks both located in the historic and culturally rich East End.

According to the 2010 census, the population of the East End was 2,696 with 57% of the residents identifying as Black, 35% as white and 8% as Hispanic/Latino. Forty two percent of the homes were rented. The median household income was \$28,023 and 37% of the residents lived below the poverty level. It is anticipated that the level of current development will change these statistics once the 2020 Census data is available.

In 2018, the Parks Master Plan, Your Parks, Our Future, designated the East End as an area with high social and economic needs. Recommendations included development in the East end parks a need for a water play in East End located at Charles Young Park. Given the proximity to the Town Branch Trail, the park will be a centerpiece for all who are walking, running or biking, opening Charles Young Park to all of Lexington residents and downtown visitors.

A robust, nature-rich public realm has provided desperately needed relief for people in cities across the country during the pandemic, yet public spaces are not located in every neighborhood nor do they have the quality that we need. Far too often, the signature public spaces near wealthier and whiter neighborhoods have remained open and maintained during the pandemic, while the smaller and less well-maintained public spaces in low-income neighborhoods have been closed. While low-income and African-American neighborhoods have historically had less access to green space, parks and other civic assets, the evidence is clear that access to parks, green space and outdoor recreation can advance health equity at a time when it is clearly needed. This alone is a strong reason to continue to enhance Charles Young Park and to include Spash! water play and educational features. (454/500)

6. Community Need Describe the community's need for this project. (500 word max)

The Charles Young Park provides an important physical and spatial indication of the existence of the East End community, and the importance that a public place holds for any community - for recreation and civic gathering. Lexington acquired this property through condemnation in January 1944, and the playground opened in September of that year. Built to accommodate a wide range of recreational interests, the neighborhood park currently features a premier basketball court, open green space a playground and a community center with gymnasium.

The average life for a playground is 15-20 years. The playground was reconstructed in 2003 as part of a playground renewal plan. It included play and exercise equipment, safety surfacing, and a garden. This particular playground was in need of replacement due to age and because it was originally constructed under minimal funding. Today, the play space is not in line with more recent playground designs throughout the city.

In 2017, Los Angeles Lakers player and former University of Kentucky Wildcat, Julius Randle, dedicated a new basketball court to the park . The approval of a Community Development Block Grant in 2020 made way for an upgrade for the playground as it was nearing the 20 year mark for renewal.

The Town Branch Commons and the connecting trail system runs through a number of neighborhoods, and includes Splash! on the east side. This splash pad will be a welcomed recreational stop along the trail and a needed amenity on the east end of town. Water play is provided elsewhere in more affluent neighborhoods and planned for on the western end of downtown in the signature park site of Town Branch Park, but has not been provided on the east side even though it is desired. The success of SplashJAM, the pop-up splashpad once piloted in the neighborhood, confirmed a water feature at Charles Young Park is critical for the development of the park and the residents of the East End. Both TBC and Splash! are not just infrastructure improvement projects, but projects that are addressing equity issues which have been part of the history of the city. The parks in the East End, typically smaller neighborhood parks, have not received the renovations that regional parks have enjoyed – especially in regard to playgrounds and other amenities; therefore once built the Splash! project will have a long-lasting positive impact on the adjacent community.

Lexington is no stranger to re-envisioning and addressing equity within our public spaces. For instance, our efforts at the Historic Courthouse Square sought to reenergize the public square by completely restoring the historic courthouse, acknowledging painful past of the trading of enslaved persons through the removal of the confederate statues and renaming of the park, and completely reimagining the park space. This was a result of both recent and long-standing efforts of a wide range of forward thinking citizens and community leaders working together to make the public square reflective of the contemporary values of our community. Now the block exemplifies the region’s unique character, is a symbol of civic pride, and a space in which people feel comfortable coming together – much like we desire in Charles Young Park. (499)

7. Inclusive Play Describe how your project will foster inclusive play to ensure all can benefit and enjoy this play space. (max 300 words)

The Charles Young Park playground, currently under construction, was intentionally designed to be inclusive with ADA compliant walkways and soft surfaces. Parks was contacted by two philanthropic organizations who were excited to participate in the project and donated wheelchair accessible features. Splash! water play features will continue this approach in inclusive design.

Splash! and Town Branch Commons will promote socioeconomic mixing—the act of generating interactions among people with diverse economic, racial and ethnic backgrounds—which creates valuable social connections between people who might otherwise never meet. Research finds that “time spent face-to-face with people from different racial, ethnic, and cultural backgrounds engenders more trust, generosity, and cooperation than any other sort of interaction.” Socioeconomic mixing can be as simple as sharing space with people of different backgrounds or the small casual interactions that happen when we encounter others in public. Furthermore, public spaces and the diverse relationships they afford can create bridging social capital, the web of trust and connections between people. Studies show that higher bridging social capital—“connections that link people across a cleavage that typically divides society (such as race, or class, or religion)” —leads to greater innovation, education, upward mobility and increased opportunities for people in underserved communities.

This play space will offer a fun area for families to be active and socialize which is a critical component to a modern public park, especially those adjacent to residential areas and community facilities such as this one. The play space will be universally designed, safe for a wide variety of age groups, and offer amenities for comfort for caregivers and those stopping in off the trail. Splash! will be a welcomed addition to this neighborhood park that is inviting to all users, regardless of age, race, ability, and background.

(293/300)

8. Community Involvement Describe the methods your agency will use to prioritize the community involvement in the planning, implementation, and stewardship of this project? How will they inform, contribute and lead the project? (300 word max)

True civic engagement builds a sense of community and brings people of all backgrounds into public life. We don’t just want to hear people’s opinion about public places, we want them to participate as stewards and advocates in shaping their community’s future. This kind of civic engagement should be central to how communities reinvent and manage civic assets as public places that serve everyone — because that’s the way you build deep and long-lasting support for these places in the first place.

The work of Reimagining the Civic Commons has surfaced five emerging and promising practices for effective engagement. Lexington is working with this national organization to learn from them and implement these strategies with our projects throughout downtown.

We strive to use the most innovative and effective tools to facilitate participation, input and buy-in. We work closely with stakeholders, users, and the community in various ways throughout the design and implementation process; including facilitating collaborative engagement with diverse communities. We will tailor a workshop and meeting for our stakeholders allowing for direct dialogue at critical points in the planning and design process. We will not only talk about the change we want but we will also document that change. With community volunteers and stakeholders we have already conducted a number of pre-installation assessments to capture the public realm in our project area. This is also a powerful engagement tool. Volunteers and stakeholders spend time at the site in the role of observer, while the visitors and users of the site become participants as they move through their daily lives and experiences.

We will gather stakeholders and visit a regional park that recently completed integrated water play and educational elements. This short excursion will provide stakeholders with a hands-on experience of what Splash! could bring to their neighborhood. (297/300)

9. Community Engagement Please describe the methods your agency will prioritize community engagement to inform the project design, and how you anticipate them being involved in implementation, use, educational outreach and programming of the project (300 word max)

Building upon the linear greenway of the Town Branch Commons and the historic lawn at Charles Young Park, a final vision will be created alongside the neighborhood participants at various input sessions, design charrettes, regional park visits, and focus groups. An overarching goal of the outreach will also be to raise public awareness around the Town Branch, a historic water source, the watershed, and the importance of water quality measures in our public spaces today.

The Colonel Club, named after Colonel Charles Young, is comprised of youth from William Wells Brown Elementary School. Parks and Recreation recruited students to participate in the design and selection of the playground. As we design water play and natural elements, the students will continue to provide design input and act as ambassadors as the park opens to the community. Engaging youth early in the process instills a sense of ownership and provides a pipeline for lifelong stewardship of this important park.

Educational outreach and programming will be led by Parks naturalists and incorporate environmental education partners such as University of Kentucky Forestry and Extension Departments and the Kentucky Association for Environmental Education. Parks will provide programming to highlight the aquatic ecosystem, Lexington's karst typography and native plantings. In addition to educational programming, our Park and Play mobile recreation team will provide regular community outreach to the youth in the East End and schedule recreational programming weekly at Charles Young Park.

Through community driven engagement process the design will respond to the community's input and set within a context after understanding more of the social and historical fabric of its surrounding communities. Through this process we aim to glean information to inform creative ways to celebrate Charles Young and the East End neighborhood's history and heritage through the play elements and interpretive features. (298/300)

10. Partnerships Partnership(s) with community-based organizations (CBOs) is essential to addressing systemic inequities. Please list your CBO partnerships and any other partners who will be engaged in this project. Provide a brief description of your agency's relationship and their anticipated role in the project. (300 word max)

Our city is committed to providing parks and trails in all neighborhoods. Our efforts have and will continue to shed light on ways to ensure we provide access and opportunities via our parks and trails for people of all races, ethnicities, incomes, abilities, and origins. Through this project, Lexington will be offered an opportunity to focus various city initiatives and agencies on this specific neighborhood park. Among these groups we will engage the Commission for People with Disabilities, Division of Police, Health Department, Diversity and Inclusion Council, GlobalLEX, OneLEX (initiative focused on enhancing safety and quality of life in neighborhoods experiencing violent crimes), Senior Citizens Center, social/recreation outreach staff at Community Centers, and others throughout Lexington with a unique and expert voice. Most importantly, we will work side by side with the neighborhood and their selected representatives via the Charles Young Advisory Board – made up of elected community members who live and work within the neighborhood or at the Charles Young Center. The William Wells Brown Neighborhood Association will be a critical partner to ensure the community is informed and trustworthy of the projects we intend to build together. Both entities have been heavily

involved in previous planning efforts and the current playground project that is in construction today. The perspective of these stakeholders will be integral in making this project a success.

Each are intentionally putting efforts toward making Lexington a Great American City. All will gather to develop guidelines and directives for the design project. Efforts will be made to host regular meetings with partners and stakeholder groups to ensure goals and objectives are being met on all fronts. (271/300)

11. Diversity, Equity and Inclusion Describe how this project is grounded in Diversity, Equity and Inclusion and outcomes you aim to improve (e.g., Health, social, environmental outcomes) and background on your past efforts to address equity. If applicable, how will this project assist your agency in addressing systemic inequities in the agency's park system (500 word max)

Having a water feature at Charles Young Park will provide a healthy play space for residents of the East End, visitors to the park, and those traversing the Town Branch Trail. Transportation to pools, finances and short seasons are detrimental to East End residents who want to get to a public pool. As the Gehl PSPL study showed, many have used ornamental fountains, located throughout downtown Lexington, as cooling stations. The water is not treated and the structures were not designed for wading or water play. To address this health and wellness concern, a pop up splash pad, known as SplashJAM, was temporarily constructed in an East End space during the summers of 2016-2017. Numbers of participants grew by the week and the need for a water feature in the East End became vital for the area. A designated facility in Charles Young Park will greatly enhance health and wellness goals.

The design of the Town Branch Trail assures that there will be inclusive populations in proximity during opportune weather days. Results following SplashJAM introduced this phenomenon during observation and face to face surveys. Moveable chairs permitted conversation spaces and people from all neighborhoods visited to see what SplashJAM had to offer. A water feature at Charles Young will yield similar results as it invigorates the neighborhood and invites more people to come and enjoy connecting with others in a safe environment.

A comprehensive plan, written by the Mayor's Commission for Racial Justice and Equality, was presented on October 23, 2020 and is currently under review by Council. Aspects under consideration include strategies for addressing the following: education and economic opportunity, housing and gentrification, health disparities, law enforcement, justice and accountability and racial equity. It is a beginning and Parks will be fully engaged in all aspects of reform and renewal.

Lexington is also using the nationally recognized Reimagining the Civic Commons measurement framework and tools to understand how Splash! will improve the communities nearby. The framework and tools are designed to demonstrate progress in public spaces toward four main goals: civic engagement, socioeconomic mixing, environmental sustainability and value creation.

Within each goal are three to four signals: real-world indicators that relate to our project's overarching objectives. For example, the signals for the civic engagement goal are public life, stewardship and advocacy, and trust. That means if more people engage in public life, become stewards of or advocates for the civic commons, and express trust in others, that indicates that civic engagement is on the rise. Each signal is associated with one or more metrics designed to measure change on everything from diversity of visitors to voting participation to perceptions of a neighborhood. To understand changes in safety, for example, we measure three metrics: perception of neighborhood safety, female site visitorship and neighborhood crime rate.

The data collection process will help us understand how visitors are interacting with the park and splashpad—and how our investments in this public space supporting a more engaged, equitable, sustainable and economically vibrant community. (500/500)

12. Volunteering Please describe the volunteer opportunities that will be offered for American Water employees to participate in this project. (500 word max)

LFUCG Parks and Recreation has a robust volunteer program and a reputation for rallying the community for large scale projects. The most recent one was a Community Build of Shillito Park which lasted five days and engaged over one thousand volunteers! American Water employees, as well as neighbors and community members, will be invited to assist with landscaping tasks and educational programming throughout all phases of the project. Additionally, during the community engagement process throughout the design phase, American Water volunteers may have opportunities to participate in community events, visioning exercises, and with the Colonel Club – a group of young students from the neighborhood gathered to inform the changes within Charles Young Park and who serve as youth neighborhood ambassadors to the park.

Once the water feature is fully operational, regular clean up days may be scheduled for giving back to the community days or as a team building activity. “Love Your Park” days are a great opportunity for American Water employees to engage in community service, work as a team and improve the park experience. Additional opportunities will be available as the public education campaign, Town Branch Water Walk, is created and events are hosted. American Water employees are encouraged to participate as data is gathered to inform the public education videos, illustrations, and online resources by lending their specific areas of water expertise. When Bluegrass Greensource hosts the two in-person walking tour events, American Water representatives are encouraged to attend to share promotional materials or volunteer at stations during the event and engage with community participants. As you can see, volunteers are an essential part of keeping Lexington parks safe and inviting. Creative project ideas that can complement the Splash! project for volunteer groups are also welcome. (289/500)

13. Marketing Please describe your marketing and communications plan to generate press around this project. (500 word max)

Marketing and promotion is very important to the success of this series of projects, including Splash! Experienced staff will interview professionals involved in the construction process and use photographs to showcase the water quality amenities that are being installed for both Splash! and Town Branch Commons trail. A social media campaign will serve as a preview to a planned walking tour and help boost our audience’s appetite for more information about the projects. Events with Lexington’s Mayor Gorton, First District Councilmember James Brown, Kentucky American Water and other donor representatives, members of the Charles Young Advisory Board, East End neighbors and business owners will be held to publically announce the ground breaking and ribbon cutting of Splash!

As each project is completed, including Town Branch Water Walk, Town Branch Commons Trail, and Splash!, project partners will promote each online. Promotion will include press releases, TV and radio interviews, and most importantly our partner organizations will help to promote the tour through their connections.

Finally, Bluegrass Greensource will plan two guided walks along the commons for the spring of 2022 with a stop at Splash! included. The walks will use the walking tour and include experts in the field of water quality and Lexington history. The guided walk will incorporate the 15 points of interest as stops along the tour and allow participants to interact and ask questions about the highlighted features.

Additionally, Lexington’s access via the national learning network Reimagining the Civic Commons will provide a national platform. Reimagining the Civic Commons has a robust national storytelling and communications effort that will profile Splash! at Charles Young Park and Lexington via multiple channels: a regular newsletter to thousands of readers; posts on the Reimagining the Civic Commons Medium channel; through paid and organic social media posts; and to the entire 10-city Civic Commons Learning Network via presentations and discussions during meetings and online events. (314/500)

14. Timeline Please provide a timeline for the project including community engagement, design, groundbreaking, construction, volunteer events, and ribbon cutting. (500 word max)

The following is an estimated project schedule:

Splash! at Charles Young Park Design & Construction Estimated Project Schedule

- June- July 2021: RFP Development and Concept Community Review:
 - Community Engagement: LFUCG to meet with key neighborhood leaders to gather early feedback to inform design RFP for Splash!
 - Community Engagement: LFUCG to coordinate a regional field trip to nearby park with recently completed manmade stream providing accessible water play for all in a nature inspired feature
- August 2021: Release RFP for design and community engagement services & selection process
- September 2021: Design Phase Kickoff
 - Schematic Design Work : September 2021
 - Community Engagement: Visioning Workshop with Charles Young Advisory Board and Neighborhood Association
 - Community Engagement: Visioning Workshop with the Colonel Club, student group
 - Cost estimating
 - Design Development Work: October 2021
 - Community Engagement: Public event with design update and input opportunities
 - Community Engagement: Stakeholder & Agency Coordination
 - Community Engagement: Design Review Workshop with the Colonel Club, student group

- Construction Drawings Work: November 2021 – January 2022
 - Development of construction documents
 - City reviews and approvals
 - Cost estimating
 - Final bid package development
- February 2022: Construction Bid Letting
- March 2022: Ground Breaking – Construction Phase Kickoff
 - Mobilization: March 2022 (will occur as soon as winter weather and temperatures allow for work to begin)
 - Site Prep and Drainage: March – July 2022
 - Splash Pad Construction: April – August 2022
 - Educational Manmade Stream Construction: April – August 2022
- April – May 2022: Community Engagement & Volunteer Opportunity: Town Branch Water Walk Launch Event to launch virtual online tour of Town Branch Commons and water quality educational videos and materials. The public event will be hosted while Splash! and Town Branch Commons construction is ongoing to allow attendees to learn about the construction process of sustainable features, history of Town Branch creek, and the watershed. Charles Young Park will be a stop along the path of this walking tour and the water features will be highlighted feature.
 - Shade Structure Installation: September 2022
 - Substantial Completion: September 2022
 - Landscaping (trees, plantings, stone work): October 2022
 - Volunteer Event: landscaping installation and mulching: October 2022
 - Site furniture & signage: October 2022
- Late Summer/Early Fall 2022: Ribbon Cutting
- November 2022 – April 2023: Winterization of water features
- April 2023: Grand Reopening for Play

15. Recognition How will park visitors learn about the American Water Charitable Foundation's contribution? Specifically, will you be able to incorporate signage and branding of splashpad elements (if applicable) with this project? (500 word max)

Acknowledgement of American Water and other donors' contributions will occur via numerous short-term and long-term recognition opportunities. Types of recognition may include, but are not limited to, inclusion of temporary signage with logos during construction, recognition at groundbreaking and ribbon-cutting, permanently installed donor recognition plaque within the park at construction completion, logo inclusion on promotional materials and project website, community event acknowledgment, and recognition and participation in the ribbon cutting for Splash! Guided walks along the commons in the spring of 2022 will include mention of American Water Charitable Foundation's contribution to the project.

These funds and in-kind contributions enhance the City's ability to carry out our planned vision for the downtown and our neighborhoods, and we cannot say enough how much the consideration of grant funds is appreciated. (129/500)

16. Watershed Education In detail, please describe how the project will incorporate opportunities for watershed education and/or stewardship for both children and their families. Please include the learning objectives of the programming. (500 words max)

Splash! will incorporate interpretive signage, interactive features, and be a part of the Town Branch Commons Trail Walking Tour where visitors can learn more about the Town Branch Watershed and stewardship opportunities. Town Branch Commons Trail Walking Tour is a proposed collaboration between LFUCG, Bluegrass Greensource, SCAPE Landscape Architecture, and other partners. The Walking Tour will address the need for public education about green infrastructure and the many water quality benefits provided by the City's Town Branch Commons Trail and public works project. While many know Town Branch Commons as a park and trail project, they may not be aware of the significant green infrastructure elements that are also part of the project and that will improve water quality and Lexington's overall urban ecology. This project aims to highlight these improvements while they are under construction and to educate people of all ages from Lexington and beyond about the exciting work our City will have completed, which will establish Lexington as a leader in green infrastructure and public works projects in Kentucky.

Fifteen points of interest will be identified along the long downtown trail from Vine Street through Midland Avenue. Bluegrass Greensource will create a walking tour and website will be developed that highlight the green infrastructure and water quality aspects that have been incorporated into the project. Information provided to walking tour participants will include practical steps they can

take and apply in their daily lives to help improve water quality in their homes. Five of the 15 points-of-interest will include video, graphics, and permanent signage demonstrating how the green infrastructure pieces work. SCAPE Studio, the landscape architecture firm currently working on the project, will develop and produce the videos and permanent signage with help from LEXTV, Bluegrass Greensource, Brandi Peacher, Director of Project Management with Town Branch Commons, and the Friends of the Parks. Video topics include, urban stormwater management & the public realm focusing on the urban rain gardens, urban stormwater management and aesthetics of green infrastructure focused on formal urban rain gardens, vegetation and water quality focused on structural soils and planted bioswales, creeks and pipes – managing urban stormwater, and the headwaters focused on trailhead spring.

Once completed all materials will be publicly available online, accessible via QR code from permanent signage, and shared with Fayette County Public Schools for use in the classroom as teachers can self-select a curriculum to align with the in-person learning opportunities easily accessible in the heart of downtown. (408/500)

17. Water/Nature Play How will this project provide new opportunities for water play, nature play and/or watershed recreation?(500 word max)

Splash! will be the first water and nature based play area in downtown Lexington. Water play has been long seen as inequitably provided to the more affluent and suburban neighborhoods. With this project we will now have water play available to downtown residents within a 10-minute walk of the eastern corridor of the Town Branch Commons. This water play opportunity will be at a neighborhood scale and primarily geared to serve those that live in the area. Through our Gehl Public Space Public Life study in 2015, we heard and observed a clear need for kid- and family-friendly inviting spaces and programming in the city. In fact, less than 5% of our downtown visitors spending time here are 14 years old or younger. Unfortunately, the few places where kids visibly spend time – like the decorative fountains in Thoroughbred Park – weren't designed with them in mind, don't want them there, or worse are unsafe. But because they are close and free, places like Thoroughbred's fountains are frequented by families in Lexington to go with kids and play in the water, despite this activity not being permitted. Through the pilot of SplashJAM we learned that our goal to fulfill a latent demand for waterplay in the East End and to learn if play can be a catalyst for social mixing was proven true. The pilot did just that, it brought more and a diverse range of people to the area, the temporary splash pad encouraged social mixing while increasing visitor's amount of time spent in the park, and the nearby residents indicated and expressed a sense of pride and ownership that was lacking before the test site was activated. We believe that Splash! a permanent installation at Charles Young Park will do the same and have a long lasting impact on the community. The East End is already a strong neighborhood with strong identity, but not well known or perceived positively by outsiders. We hope that through the new experiences visitors and residents have we will reinvigorate the neighborhood's public realm, invite more people out to stay and walk around, and see old friends and new connecting while engaging with or watching the waterplay fun at Spash!

To contrast and complement, on the opposite end of the two mile trail the Town Branch Park is being planned. The Town Branch Park is a private 9 acre park that is currently in design and fundraising stages. Located behind the city's convention center and Rupp Arena, this park is sure to have a local and regional draw for visitors. Within the park they plan for a water play zone in addition to the trails and other park amenities. The Splash! project is at the neighborhood scale on the opposite end of downtown is imperative to ensure an equitable balance of amenities from west to east in our downtown core at each end of the Town Branch Commons trail. (484/500)

18. Green Infrastructure If a water play element will be included, how will the runoff or excess water be repurposed, and/or will green infrastructure be included? (Example: recirculation system, rain garden, bio swell etc.) (500 word max)

Water supplied to both the manmade stream and splash pad will be captured and utilized within a recirculating system. Use of permeable pavers may be used in hardscape areas serving the park to help mitigate negative impacts by reducing stormwater runoff, improving water quality, reducing flooding, and recharging groundwater. Additionally, through the Town Branch Commons and Park projects our city will have more than 10 acres of new pervious planting areas and add 34,000 square feet of storm water bioswales – this is estimated to treat up to 3 million gallons of water. All of which will be highlighted in educational materials, signage, and the planned Town Branch Water Walk all connected to the Splash! project site. (116/500)

19. Sustainability Elements What is any additional sustainability elements do you plan on including in this project? (500 word max)

Town Branch Commons and Splash! will highlight the unique ecological history of Kentucky into a contemporary urban realm and water is a significant part of that storytelling effort through our public spaces. Lexington's urban area forms the headwaters—a river's source—of Town Branch. While the Town Branch stream itself is buried below ground in a storm culvert today, water emerges in different ways throughout the city. The Trailhead Springs, located at the northernmost point of Town Branch Commons and one block from Splash!, is an ornamental fountain part of a larger stormwater management system. Fountains like Trailhead Springs and those anticipated at Splash! are prominent examples of Lexington's complex hydrology and aim to reconnect the surrounding community to its history. There are many natural streams across the United States that serve as important tributaries to major rivers. The majority of these streams run only part time throughout the year, depending on external factors like seasonal rainfall. The Karst Cascades planned within these water features are a weir—a low dam spanning the length of the stream that affects waterflow—and is designed to emulate the natural creek systems present throughout Kentucky. This urban constructed creek serves as the division between the upper and lower manmade stream sections and, like natural creek systems, illustrates how it manages water and reduces pollution.

Along the Commons and within Splash! there are sizeable plantings planned. There are two types of plantings anticipated within these projects—the first type involves trees. When planted in soil, the trees help expand soil cell volumes and reduce urban compaction, thereby providing more space for sub-surface water storage. The second type featured is a bioswale, a channel designed to capture and filter stormwater. Comprised of native plants, bioswales within the Commons contribute to water quality and erosion control. The bioswales also help separate bike and pedestrian traffic on the sidewalk, organizing traffic and improving safety, but upon first glance, these areas may appear as simple plantings that are purely ornamental features. However, they play an important role in managing urban stormwater. This feature absorbs excess water from rainfall and preventing dangerous flooding conditions by returning water to the culvert below instead of running off. The natural beauty of these features demonstrates that aesthetics don't have to be compromised in order to create a more efficient and sustainable infrastructure. Plantings will also occur along the Commons within urban rain gardens. In a regular system, rain falls to non-porous pavement and runs off into the sewer. In storm conditions, where rainfall is heavier than normal, this can cause sewers to be overwhelmed and flood. This is especially dangerous in an urban environment. The Urban Rain Garden features within the Commons will absorb water from roadway, pedestrian, and bike surfaces, rather than letting it run off. From there, the water gradually drains into the culvert below. (475/500)

20. Domestic System If the request is for a splash pad utilizing a domestic system, with a flow-through water system, please provide additional detailed explanation of how the water will be repurposed in a meaningful way, such as specific plans for landscape maintenance, irrigation, etc. (500 word max) NA

21. Who will maintain the park to ensure it is well kept and/or provide necessary upkeep and maintenance? Especially, if you are proposing a splashpad or water play element. (500 word max)

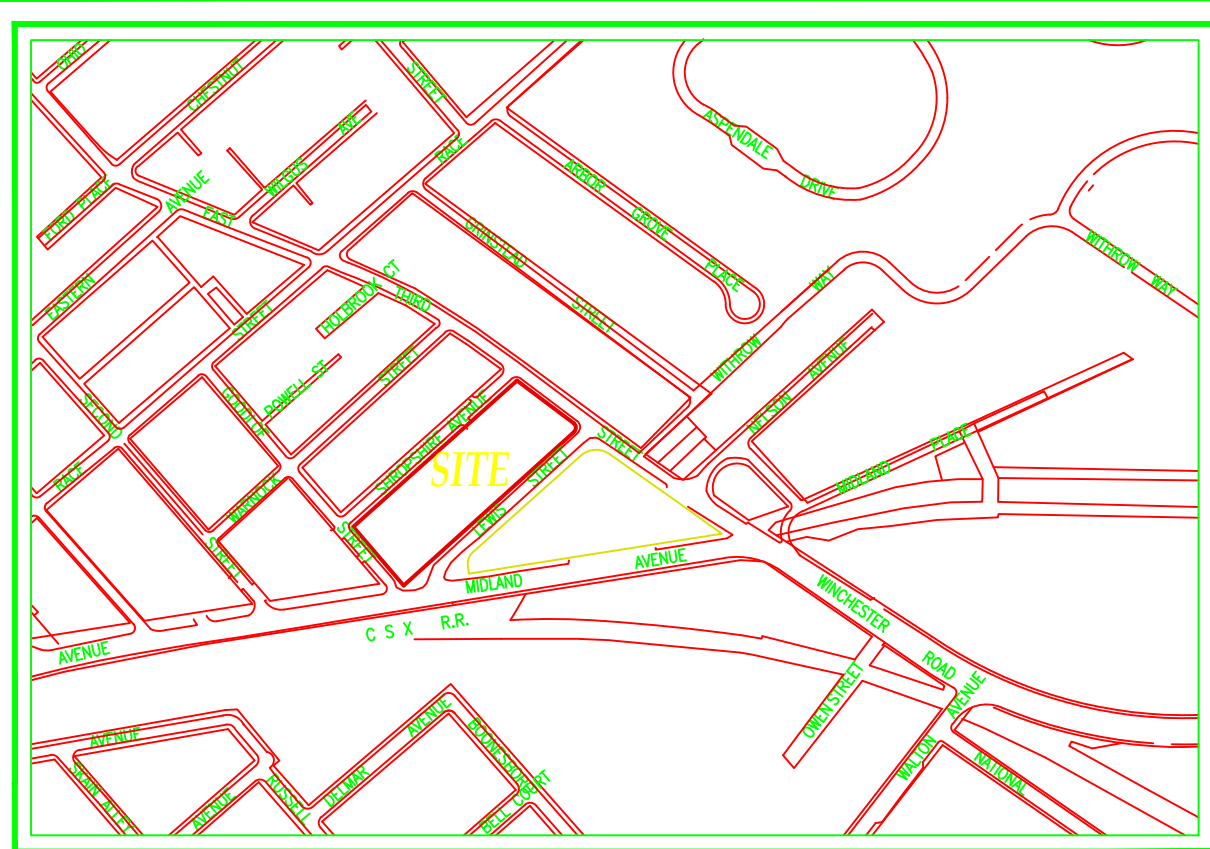
Clean, safe parks which operate efficiently improve the visitor experience. Lexington Parks and Recreation Maintenance section will maintain the improvements upon completion. Park Maintenance has distinct work groups dedicated to playgrounds, aquatic maintenance, skilled trades, landscape and horticulture. Turf areas and native plantings will be maintained by both Parks maintenance staff and arborists from Lexington's Division of Environmental Services. Daily monitoring of water play features, park grounds and restrooms as well as bi-weekly inspections of the park and monthly inspections of the playground equipment will occur. The proximity of the Charles Young Community Center also provides a staff of city employees to alert parks maintenance of any immediate concerns.

To the operation of a splashpad specifically, routine inspection and regulation during active use months will be performed by Park Maintenance Aquatic staff. Additionally, the agency has in its employ licensed plumbers and electricians for any repairs required.

The Division of Parks and Recreation, Maintenance team, under the leadership of the Deputy Director, will oversee the maintenance of the water feature and the park. The Deputy Director and Design Specialist will be closely involved during the design and decision making process. The design will be thoughtful of long-term operations and maintenance practices and costs. Use of simple and durable materials along with thoughtful landscaping can help reduce lifespan costs if considered in the early design process. The Division of Parks and Recreation are no strangers to the long-term operations and maintenance of splash pads and water fountains as this maintenance team oversee the city-wide system throughout the county, including 4 splash pads already operating within the city. These 4 splash pads are located in more affluent and more suburban parts of the community and are not easily accessible by the East End Community. This new amenity will be the only safe water play option for this deserving community. (307/500)

22. Public Health Public health is an important issue when waterplay elements are offered and having a team member certified in the management of these spaces is a requirement for this grant. If you are creating a splash pad, do you have staff certified in the management of those spaces (AFO or similar designation)? If not, what is your plan to maintain this space? (500 word max)

Lexington Parks and Recreation Maintenance maintains one or more employees with AFO certification to insure the safe and efficient operation of aquatic facilities. **(23/500)**



VICINITY MAP
Scale: 1" = 500 ft.

UTILITY OWNERS

- ELECTRIC**
KENTUCKY UTILITIES
500 STONE ROAD,
LEXINGTON, KY
RICHARD COMPTON
(859) 367-4309
- WASTE WATER**
LFUCC
DIVISION OF WATER QUALITY
LISLE INDUSTRIAL ROAD,
LEXINGTON, KY
COLE MITCHAM/
AUSTIN THORE
(859) 268-6362
- NATURAL GAS**
COLUMBIA GAS
2001 MERCER ROAD
LEXINGTON, KY
BRYAN SLOANE
(859) 288-0253
- TELEPHONE**
WINDSTREAM
130 WEST NEW CIRCLE ROAD
LEXINGTON, KY
GRIFF REED
(859) 357-6288
- CABLE TELEVISION**
SPECTRUM
1575 WINCHESTER ROAD, SUITE 140
LEXINGTON, KY
RALPH McDONNE
(859) 514-2417
- STATE ROADS**
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DISTRICT OFFICE NO. 7
763 NEW CIRCLE ROAD NW
LEXINGTON, KENTUCKY

ORIGIN OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE GRID NORTH, NORTH AMERICAN DATUM OF 1983 (NAD 83). PARTICULARLY, THE BEARINGS ARE BASED ON A GPS SURVEY UTILIZING CONTINUOUSLY OPERATING REFERENCE STATION (CORS) "KY10", HAVING A POINT DESIGNATION OF "KY HWY DIST 7 CORS ARR" AND HAVING GEOGRAPHIC COORDINATES OF N. 38° 04' 31.96484", W 084° 29' 31.91127" AND KENTUCKY STATE PLANE COORDINATES (NORTH ZONE, NAD 83) OF N=209,682.94', E=1,570,696.89'.

ORIGIN OF ELEVATIONS

THE ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. PARTICULARLY, THE ORIGIN OF ELEVATIONS IS THE CORS STATION "KY10" DESCRIBED ABOVE. THE PUBLISHED ELEVATION OF THIS MONUMENT IS 978.93 FEET (NAVD 88).

METHOD OF SURVEY

THIS GROUND SURVEY WAS PREPARED USING A CARLSON CR1 ROBOTIC TOTAL STATION. THE STATE PLANE COORDINATES SHOWN WERE DERIVED FROM A REAL-TIME (VIA CELLULAR COMMUNICATION) WITH THE "KY10" CORS STATION LOCATED AT THE "KDOT" DISTRICT 7 OFFICE IN LEXINGTON, KY.

CERTIFICATE OF ACCURACY

THE SURVEY OF THE SITE WAS PERFORMED WITH A HORIZONTAL CLOSURE RATIO OF 1 : 22,490.

SURVEY NOTES

- THE SURVEYOR DID NOT OBSERVE CURRENT EARTH MOVING WORK AND BUILDING CONSTRUCTION.
- THE SURVEYOR DID OBSERVE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
- THE SURVEYOR DID NOT OBSERVE EVIDENCE THAT THE SITE HAS BEEN USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THERE WERE NO WETLAND AREAS DELINEATED FOR THE SURVEYOR BY THE OWNER OR OWNERS REPRESENTATIVE. IT IS NOT WITHIN A LAND SURVEYORS EXPERTISE TO DETERMINE THE EXTENT OF WETLAND AREAS.

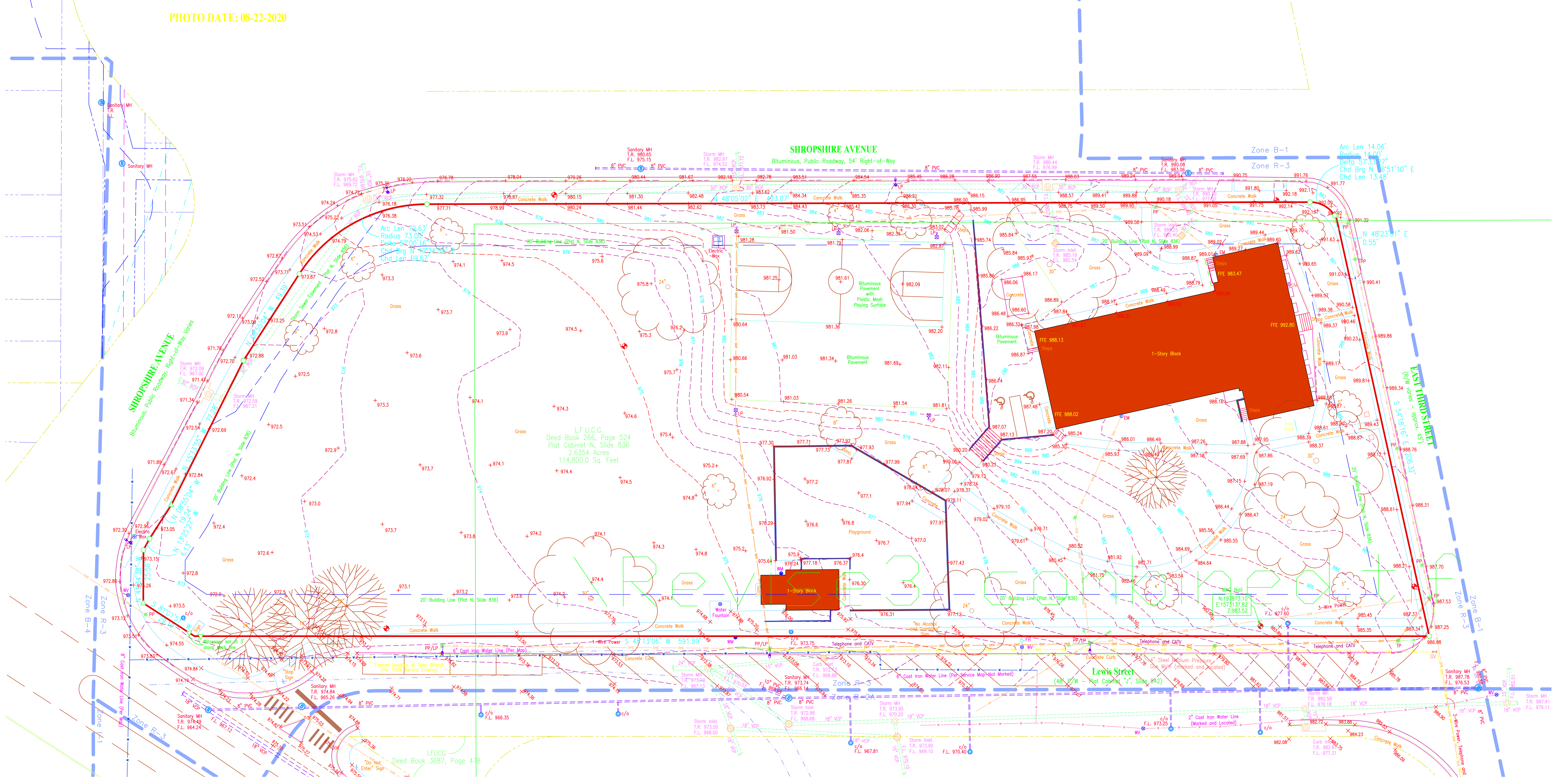
UNDERGROUND UTILITIES DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY OF OBSERVED EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. B.U.D. WAS NOT CONTACTED DURING THE COURSE OF THIS SURVEY.

LEGEND

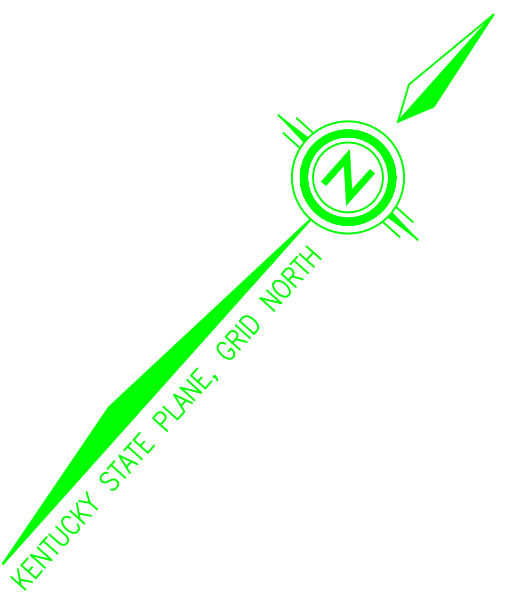
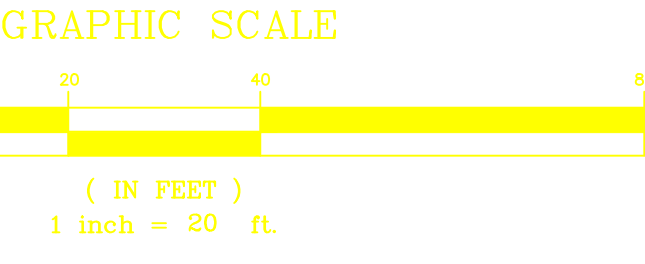
- FOUND MONUMENT AS NOTED ON SURVEY
- SURVEYOR'S CAP (SET, PLS 3350)
- MAG NAIL WITH ID TAG (SET, PLS 3350)
- CONTROL POINT / BENCHMARK
- STREET LIGHT (LP)
- POWER POLE (PP)
- TELEPHONE POLE (TP)
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- GAS METER (GM)
- GAS VALVE (GV)
- ELECTRIC METER (EM)
- LIGHT POLE (LP)
- POST INDICATOR VALVE (PIV)
- CLEAN OUT (c/o)
- STORM MANHOLE
- SANITARY MANHOLE
- SIGNS
- RCF REINFORCED CONCRETE PIPE
- CMR CORRUGATED METAL PIPE
- PVC PLASTIC PIPE
- ADS PLASTIC PIPE
- CPP CORRUGATED PLASTIC PIPE
- VCP VITRIFIED CLAY PIPE
- MH MANHOLE
- INV. INVERT ELEVATION
- FL FLOW LINE ELEVATION
- T.G. SURFACE ELEVATION (TOP-OF-GRATE)
- T.R. SURFACE ELEVATION (TOP-OF-RIM)
- CHAIN LINK FENCE
- BOARD FENCE
- WATER LINE (MARKED AND LOCATED)
- WATER LINE (PER SERVICE MAP - NOT MARKED)
- GAS LINE (MARKED AND LOCATED)
- GAS LINE (PER SERVICE MAP - NOT MARKED)
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE/CABLE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE/CABLE
- DECIDUOUS TREE (LEAFY TREE)
- CONIFEROUS TREE (EVERGREEN)
- INDICATES ORIGIN OR OUTLET OF UTILITY OR PIPE IS UNKNOWN
- REFERS TO SERVICE MAPS PROVIDED BY UTILITY COMPANIES
- REFERS TO RECORD DRAWING FOR SANITARY SEWER, DATED 1934 PROVIDED BY LFUCC DIVISION OF WATER QUALITY

PHOTO DATE: 08-22-2020



ZONING REQUIREMENTS

- DOWNTOWN FRAME BUSINESS (B-2A) ZONE**
- MINIMUM LOT SIZE: 6,000 SQUARE FEET
 - MINIMUM LOT FRONTAGE: 50 FEET
 - MINIMUM FRONT YARD: 20 FEET
 - MINIMUM EACH SIDE YARD: 5 FEET, UNLESS REQUIRED TO BE A MINIMUM OF 30 FEET BY ARTICLE 15-2(b)(3)
 - MINIMUM REAR YARD: 10 FEET
 - MINIMUM USABLE OPEN SPACE: 20%
 - MAXIMUM LOT COVERAGE: 25% AND A FLOOR AREA RATIO OF 0.5
 - MAXIMUM HEIGHT OF BUILDING: 35 FEET



SETBACK NOTE

THE BUILDING SETBACK LINES ARE SHOWN HEREON ARE THE SURVEYOR'S INTERPRETATION OF THE REQUIREMENTS. THE SETBACKS ARE SUBJECT TO THE INTERPRETATION OF AN APPROPRIATE GOVERNMENTAL AGENCY (I.E. BUILDING INSPECTION OR PLANNING/ZONING).

LAND SURVEYOR'S CERTIFICATION

I HEREBY DO CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LOCATIONS AND ELEVATIONS SHOWN ARE TRUE AND ACCURATE. THE GROUND SURVEY UPON WHICH THIS MAP IS BASED WAS COMPLETED ON SEPTEMBER 29, 2020.

KENNETH M. PHILLIPS, PLS # 3350
DATE: 10-05-2020
E-MAIL: KEVIN@KENDRIS.COM

REVISION	DATE	BY

KENDRIS engineering
Land Surveys • Construction Layout • GPS

7771 ENTERPRISE DRIVE
LEXINGTON, KY 40510
PH: 859-253-1425
TOLL: 800-613-9244
800-613-1436

Topographic Survey of
Charles Young Park & Community Center
540 East Third Street
Lexington, Fayette County, Kentucky

This Plot represents a boundary survey and complies with 201 KAR 18:150
SURVEY COMPLETED
September 29, 2020

JOB NUMBER	4403
DRAWING DATE	October 5, 2020
DRAWING FILE	4403 Charles Young.dwg
SCALE:	1"=20'