

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of this 8 day of March, 2018, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and ELEMENT DESIGN, PLLC, (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of construction documents for a new playground at Shillito Parkas contemplated in the **OWNER**'s Request for Proposal No. 42-2017. The services are hereinafter referred to as "the Project."

**OWNER** and **CONSULTANT**, in consideration of the mutual covenants herein, agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 42-2017.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
- 1.2. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 42-2017 (Exhibit "A") and Consultant's Response dated November 8, 2017 (Exhibit "B").
- 1.3. To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 42-2017 (Exhibit "A").
- 1.4. After written authorization to proceed with Phase A Schematic Design Phase, **CONSULTANT** shall:
  - 1.4.1. Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
  - 1.4.2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare Phase A schematic design documents consisting of design criteria, energy modeling, preliminary drawings, outline specifications, and cost estimates as well as

all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

- 1.5. This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 1.6. The General Condition provisions of RFP No. 42-2017 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. **OWNER** may desire to have **CONSULTANT** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until **OWNER** gives written authorization. Should **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, **CONSULTANT** shall make such revisions as directed, in writing, by **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional Services without prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, by no later than January 1, 2019. Time is of the essence.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall, within 30 days from the date of the delay, apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.
- 4.4. In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Lump Sum Payments.**

In consideration of the services to be provided by **CONSULTANT** and the duties and obligations adopted by **CONSULTANT** in this Agreement, **OWNER** shall pay **CONSULTANT** FORTY-NINE THOUSAND DOLLARS AND XX/100 (\$49,000.00).

Payment shall be tendered to **CONSULTANT** in installments of the amounts listed below upon **CONSULTANT**'s final and complete submission of the following services or products, defined further in Exhibits A and B, and **OWNER**'s acceptance, review, and approval of same. Any dispute about the acceptability of such services or products shall be governed by the dispute procedure established in Section 6.5 of this Agreement. **OWNER** shall pay **CONSULTANT** within thirty (30) days of approval of the final and complete services or products.

<u>Total Cost of Services Below:</u>	<b>\$49,000</b>
Topographic Survey (and geotechnical if needed):	\$ 8,000
Pre-Design Site Review and Analysis:	\$ 4,000
Public Input Facilitation Phase:	\$10,000
Schematic Design and Cost Estimation:	\$ 8,000
Construction Documents:	\$19,000

The lump sum prices listed above include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It also includes the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees, tool allowances, equipment, materials, profit, and all other costs directly or indirectly related to the job.

## **5.2 Payment for Additional Services.**

Additional services, as permitted under Section 2, shall be compensated at the following unit rates. All unit rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees, tool allowances, equipment, materials, profit, and all other costs directly or indirectly related to the job.

<u>TITLE/SKILL LEVEL</u>	<u>HOURLY RATE</u>
<b><u>Element Design</u></b>	
Principal	\$125/HR
Project Engineer/Landscape Architect	\$100/HR
Landscape Designer	\$85/HR
<b><u>Leathers and Associates</u></b>	
Principal	\$170/HR

Lead Designer	\$150/HR
Project Designer	\$140/HR
Senior Construction Supervisor	\$140/HR
Construction Supervisor	\$130/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

**5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by **OWNER** without fault on the part of **CONSULTANT**, **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between **OWNER** and **CONSULTANT**.

**5.3.2.** In the event the services of **CONSULTANT** are terminated by the **OWNER** for fault on the part of **CONSULTANT**, **CONSULTANT** shall be paid reasonable value for the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

**5.3.3.** In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

**SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

**6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within ten (10) days of receiving written notice from **CONSULTANT** of the default.

**6.1.2.** **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to **CONSULTANT**.

**6.2. Ownership and Reuse of Documents.**

All documents, including Drawings and Specifications, prepared by **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of **OWNER**. **OWNER** shall have

the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** **CONSULTANT** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, **CONSULTANT** shall be acting as an independent contractor. **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under

this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of **OWNER**.

**6.6. Accuracy of CONSULTANT'S Work.**

**CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

**CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

**CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except **OWNER** without prior approval of **OWNER**.

**6.8. Access to Records.**

**CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for **OWNER** to disqualify **CONSULTANT** from consideration for future consultant service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 42-2017 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, **CONSULTANT** agrees as follows:

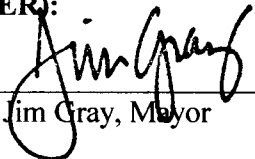
- 7.1. **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2. **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - COMMUNICATIONS**

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee ("**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or his or her designee. Questions by **CONSULTANT** regarding interpretation of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or his or her designee. **CONSULTANT** shall look only to **OWNER'S** Agent or his or her designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

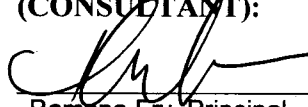
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**LFUCG  
(OWNER):**

  
\_\_\_\_\_  
Jim Gray, Mayor

\_\_\_\_\_  
MAR 08 2018  
Date

**ELEMENT DESIGN, PLLC,  
(CONSULTANT):**

  
\_\_\_\_\_  
Ramona Fry, Principal

\_\_\_\_\_  
11/25/18  
Date





## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #42-2017 Design Services for Shillito Playground** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 8, 2017**.

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

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

**RFP #42-2017 Design Services for Shillito Playground** If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

***Please do not contact any 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

#### **SELECTION CRITERIA:**

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

Or submitted to:

**Sondra Stone**  
Division of Central Purchasing  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 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 Service																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
<b>Total:</b>																	

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](mailto:smiller@lexingtonky.gov)



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), 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](mailto: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>)

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

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

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 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.

\_\_\_\_\_ 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 MWDBE 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### Safety and Loss Control

CONSULTANT 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



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

Right to Review, Audit and Inspect

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

**DEFAULT**

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

SOLICITATION  
for  
DESIGN SERVICES FOR SHILLITO PARK PLAYGROUND  
RFP #42-2017

300 W. Reynolds Rd., Lexington, KY 40503

**1. Introduction**

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

The Owner has procured an **evaluation of the existing playground** by the original designer, Leathers and Assoc. of Ithaca, NY. The resulting report is attached.

The Owner does not have a current **topographic survey** of the existing site or surveyed as-built drawings of the current playground. Consultant's scope must include obtaining a topographic survey of the site which includes the following elements as minimal boundaries: the adjacent restroom building and shelter to the northwest, parking lot to the west and the park road to the east and south. This area is approximately 8.2 acres.

**2. Timeline, Budget and Scope of Work**

Award of the project is anticipated before December 31, 2017 and must be completed by January 2019.

The goal is to design a playground containing not only play equipment, but substantial site and educational amenities that enhance the play experience and serve children of all ages as well as those providing supervision. Based on similar projects in other communities, it is anticipated that the final construction estimate for this facility should have a base construction budget of \$750,000 and optional add-on components for a total construction cost of \$1,000,000.

**The available budget for design services is not to exceed \$50,000.**

The scope includes:

- A. Site survey and selective geotechnical investigation (if needed)
- B. Pre-Design Site Review and Analysis
- C. Public Input Facilitation
- D. Schematic Design and Cost Estimate for each phase of construction
- E. Construction Documents (plans and specifications) suitable for both volunteer build, bidding for contractor construction or a combination of both methods at Owner's choosing.

**3. Submittal Requirements**

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

- A. Cover letter, signed by an authorized representative, which includes the firm's contact information.

- B. Narrative explaining the firm's unique qualifications for the project.
- C. Summary of firm's recent (10 year) experience in similar/representative design projects. Photographs of these projects are encouraged.
- D. Name and experience of key personnel including sub-consultants and their roles. Specifically, please identify the following individuals:
  - 1. Project Manager
  - 2. KY Licensed Landscape Architect
  - 3. KY Licensed Engineer, Civil and/or Structural (if site or design requires)
  - 4. Primary party/individual who will produce construction drawings
  - 5. Primary party/individual who will certify ADA compliance
- E. Ability to meet Owner's established timeline shall be demonstrated through the submittal of a proposed project timeline. Project should assume beginning work in January 2018 and being complete in January 2019.
- F. Generalized breakdown of the \$50,000 design services budget based on scope of work described in Section 2 for each type of service: Allowance for topographic survey, geotechnical investigation (if needed), Pre-Schematic Design Review and Analysis, Public Input Facilitation, Schematic Design and Construction Documents.
- G. Hourly rate for key personnel including sub-consultants.
- H. References: Names and telephone numbers of previous clients on similar scale projects within the past ten (10) years with a description of the type of project completed and whether or not the project was completed on schedule and within budget.
- I. Proposed Project Approach: Consultant shall provide a clear and specific summary of proposed methodology to achieve the goals expressed in this RFP. The Consultant's understanding of the goals and creativity with regard to how to achieve them is an important consideration, especially with regard to public input, communication and keeping all parties well-informed as project progresses.
- J. Consultants SHALL NOT submit site specific concept plans as part of this RFP.** If submitted, they will be disregarded and removed from the proposal before being evaluated. It is an expressed goal that the design be derived from a collaborative process of in-depth site analysis, staff involvement and public input.
- K. Consultants/Contractors to be involved in the project must also answer the questions on the form provided in Appendix A.

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

#### 4. Special Conditions

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

## 5. Project Details

- A. The scope of work includes pre-schematic review and analysis, conceptual design, public input facilitation and final design. The final design shall be communicated through an illustrative plan and construction documents (plans, sections, details, specifications, etc.) sufficient in description and detail for the Owner to publicly advertise the construction for bid, use to direct a volunteer build or undertake a combination of both methods.
- B. Consultant shall be responsible for obtaining a topographic site survey, evaluating existing site conditions and engineering whatever is necessary to provide suitable subgrade and drainage for playground area within the design.
- C. The Consultant shall include at least two (2) public meetings and milestone meetings with LFUCG staff to review design and seek input.
- D. The design and equipment selection shall take into account reduced long term maintenance cost and environmental sustainability.
- E. Stormwater runoff from impervious surfaces shall be mitigated within the project area.
- F. When applicable, the design shall take into account all LFUCG Standards as well as all local, state and federal laws, statues and codes. Specifications shall be based on playground and common construction industry standards.

## 6. Project Context

The proposed playground site is located within a large community park which offers a variety of recreation activities. There is a desire to incorporate a theme into the playground design that is unique to Shillito and express them through color choice, surfacing, landform, educational opportunities and local cultural interpretation. Consultants are encouraged to research the park property and describe potential styles/themes in the verbiage of their proposals and explain what makes them a good fit for Shillito Park. Creativity with site and equipment design is very important for this project.

## 7. General Project Elements

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

- A. Educational signage/panels/activities related to the natural environment, wildlife, plant diversity found in the park, etc.
- B. References to local, regional lore and cultural landscape in material choice (real or simulated) and structure design.
- C. Opportunity to interact with appropriate-to-theme environmental elements (ex. flora, fauna, etc.) throughout the playground as a unifying element.
- D. Play areas that take advantage of existing topography and create well-connected spaces at varying elevations while maintaining views for supervision as well as the adjacent landscape.
- E. A demonstrated ability to preserve and design around existing landscaping (trees).
- F. Creative re-use of the materials or some elements of the existing playground into features/theme of the new playground.
- G. Integration of art, both permanent and ephemeral, in a play environment

## 8. Specific Project Elements

- A. Native plants representative of selected habitats found in central KY in single species beds or planters that are low maintenance and have no risk of poisonous fruits, nuts or berries. Preference for those that create safe, 'seasonal fun' which provides a changing interaction with nature at the playground (cones, maple helicopters, seed pods, ornamental grasses, etc.).
- B. Three distinct areas appropriately scaled for 6-23 months, 2-5 yr olds and 6-12 yr olds. Each should provide both engaging and challenging play equipment and sensory experiences, educational opportunities expressed through the established themes.
- C. For age specific areas, potential desired elements are:
  - 1. Children 6 – 23 months
    - 1. Intimate space with clear boundary
    - 2. Comfortable, unitary surfacing with age appropriate challenges
    - 3. Discovery through texture, light/shade, fragrance, "sensory lawn/patio"
    - 4. Opportunities for simple 3D play – ex. in/out, over/under, around/through
    - 5. Repeatable tactile tasks – ex. fill/dump, sort/match, splash, stack
    - 6. Space for socialization with peers
    - 7. Shade
    - 8. Adult seating in immediate proximity
    - 9. Safety fencing
  - 2. Children 2-5 years
    - 1. Distinct and diverse spaces
    - 2. Opportunity for suggested imaginative play – ex. vending window, wheels, forts, etc.
    - 3. Controlled, safe opportunity for risk - balance/stepping stumps/stones, problem solving, being "hidden"/reappearing/maze
    - 4. Increased richness in natural elements/texture (visual and tactile)
    - 5. Shade
    - 6. Adult seating opportunities at edge of play spaces
    - 7. Safety fencing
  - 3. Children 6-12 years
    - 1. Attractive, easily accessible, diverse spaces
    - 2. Opportunity for autonomous action
    - 3. Opportunity to be "lost" – ex. tree cover, change in elevation, understory vegetation
    - 4. Opportunity for self expression/drama/social gathering
    - 5. Controlled, safe opportunity for risk
    - 6. Shade
    - 7. Adult seating within view but not apparent from play area
    - 8. Safety fencing
  - 4. All ages/family/social group interaction
    - 1. Comfortable, gathering area with tables and seating for picnics, celebrations, etc.
    - 2. Drinking water source

**9. Requirements**

- A. At minimum, the new playground shall meet current Americans with Disabilities Act regulations applicable to play areas.
- B. The firm selected will produce in writing the terms and conditions associated with all Warranties.
- C. Selected Design Firm will provide documentation for each piece of equipment proposed that such equipment has been certified by (IPEMA) International Playground Equipment Manufacturers Association or provide a technical drawing stamped by an architect and/or structural engineer that the piece meets these organization's minimum safety standards.
- D. Proposed playground must be designed in accordance with the Consumer Product Safety Commission recommendations for Public Playgrounds.
- E. All proposed safety surfacing shall meet or exceed ASTM F1951-99 (ADA accessibility) and ASTM F1292-99 (Impact attenuation).

**10. Selection Criteria**

- 1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. 25 points
- 2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 points
- 3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 20 points
- 4. Degree of local employment to be provided by the person or firm. 5 points
- 5. Project approach. 15 points
- 6. Cost Allocation: 15 points
  - a. Topo Survey (& geotechnical investigation if desired) (\$): \_\_\_\_\_
  - b. Pre-Design Site Review and Analysis (\$): \_\_\_\_\_
  - c. Public Input Facilitation Phase (\$): \_\_\_\_\_
  - d. SD and Cost Estimation (\$): \_\_\_\_\_
  - e. Construction Documents (\$): \_\_\_\_\_

Maximum Guaranteed Contract (All inclusive): \_\_\_\_\_

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## **10. Considerations**

- A. Consideration will be given to Consultant Teams who include team members who demonstrate a high degree of knowledge and experience providing Inclusive Playground Design.
- B. Consideration will be given to Consultant Teams whose past projects provide long product life cycle and low annual maintenance.

**APPENDIX A – REQUIRED FORMS**

**Designer/Consultant Team experience:**

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

**Questions:**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:



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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please identify the lawsuit:



## Playground Assessment Report

**Inspection Date:** 9/17/2014  
**Report Date:** 9/22/2014  
**Location:** Lexington, KY  
**Playground Name:** Shillito park  
**Report Submitted by:** Marc Leathers

### OVERVIEW:

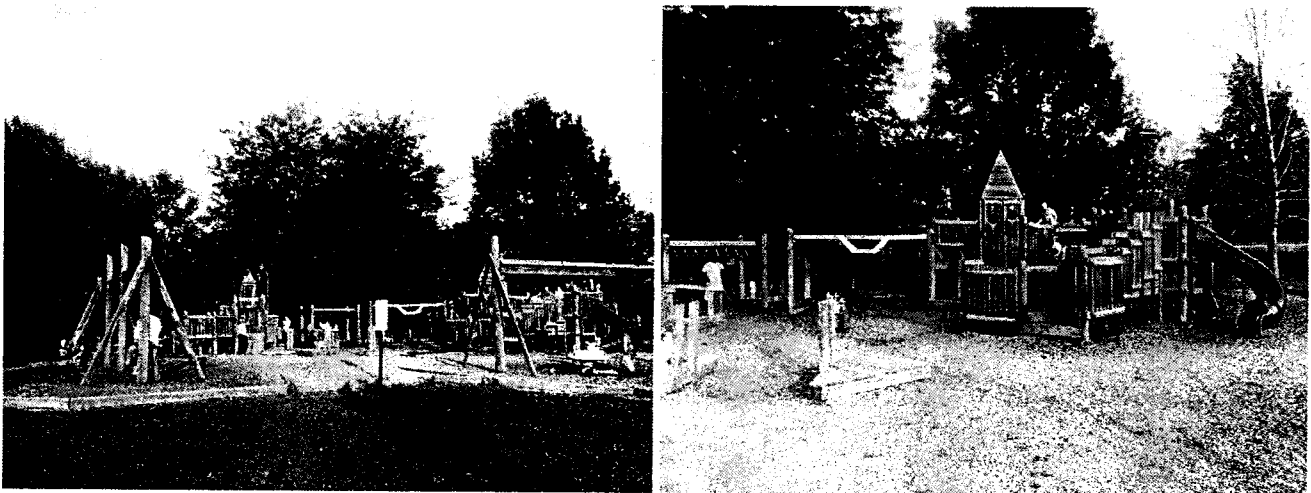
The playground was built in 1992 and is in Medium Shape. In general the equipment has been well maintained especially considering its age.

There are some minor maintenance issues and some safety non-compliances. A few random poles show some signs of rot at the top. Some equipment has been removed. There are also several pieces that have been added since the original build.

### GENERAL OBSERVATIONS:

This assessment is based on a site visit meeting with the client and some community members.

The playground is 22 years old. The playground should be expected to last around 20 years with proper maintenance. The original materials used in the playground were pressure treated round wood poles and pressure treated framing, decking, handrails and balusters. The majority of the equipment was custom site built equipment. It's apparent from its condition that this playground is a well-used attraction in the area. There is a strong emotional connection with the community and the playground.



Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Main support posts**

**Materials:** Wood  
**Size:** Avg. 8" round  
**Treatment:** CCA

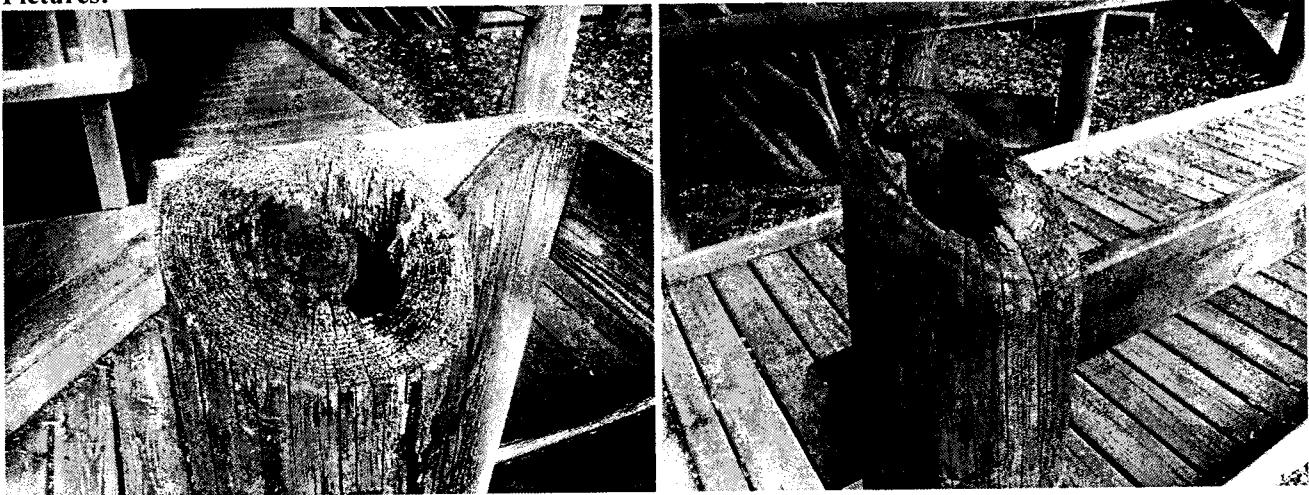
**Comments:**

The post are in medium condition. There is rot in some of the tops but most is not structural.

**Recommendations:**

Stain/seal with solid body stain. Fix rotted top by cutting lower or filling with a structural epoxy.

**Pictures:**



Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Framing**

**Materials:** Wood

**Size:** Mainly 2x6

**Treatment:** CCA

**Comments:**

Framing is in medium condition. Has a littel splintering but not structural.

**Recommendations:**

Stain/seal exposed surfaces with solid body stain.

**Pictures:**



Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Decking**

**Materials:** Wood

**Size:** 2x6

**Treatment:** CCA

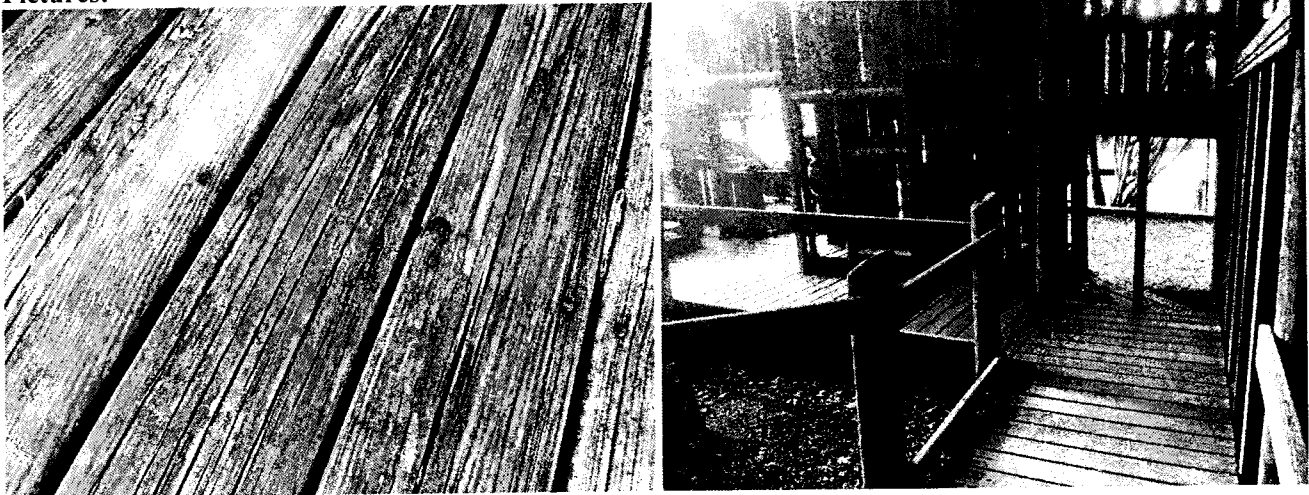
**Comments:**

Decking is in poor condition and has severe splintering

**Recommendation:**

Replace with recycled plastic

**Pictures:**





**SPECIFIC ITEMS:**

**Handrail**

**Materials:** Wood

**Size:** 2x6

**Treatment:** CCA

**Comments:**

Handrails are in poor condition and has severe splintering

**Recommendation:**

Replace with recycled plastic

**Pictures:**



Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Handrail Posts**

**Materials:** Wood  
**Size:** 2x4  
**Treatment:** CCA

**Comments:**  
Handrail post are in poor condition. Has major splintering and some structural issues.

**Recommendation:**  
Replace with recycled structural plastic.

**Pictures:**





**SPECIFIC ITEMS:**

**Balusters**

**Materials & Size:** Pressure treated wood 2x4's.

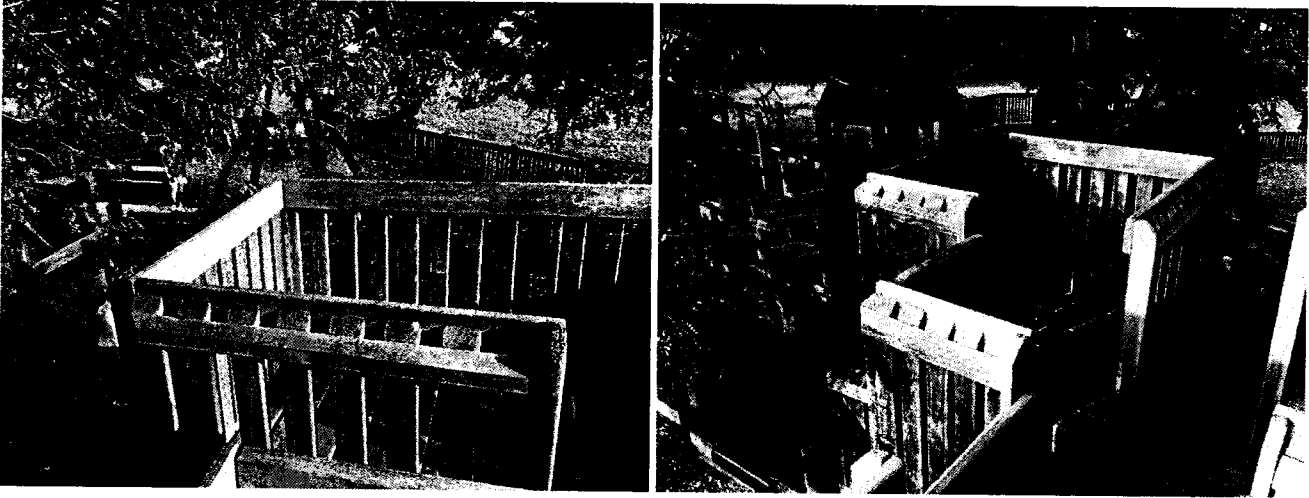
**Comments:**

Bad condition (severe splintering & Wear)

**Recommendation:**

Repalce with recyceld plastic balusters.

**Pictures:**





Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Mazes**

**Materials:** Wood framing and decking.

**Size:** 25-1/2"

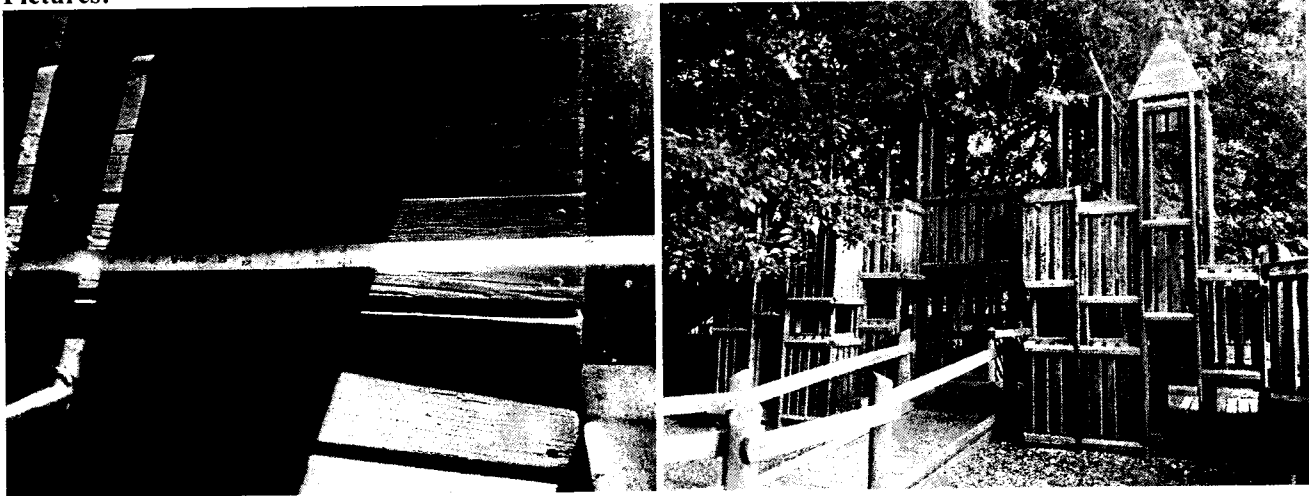
**Comments:**

Medium condition (minor splintering & Wear). The framing is in medium condition and the decking is in poor condition.

**Recommendation:**

Replace decking with recycled plastic

**Pictures:**



Shillito Park. Lexington, KY



**SPECIFIC ITEMS:**

**Fence**

**Post:** Wood pressure treated 4x4's

**Framing:** Pressure treated wood

**Pickets:** Pressure treated 2x2's

**Names on pickets:** No

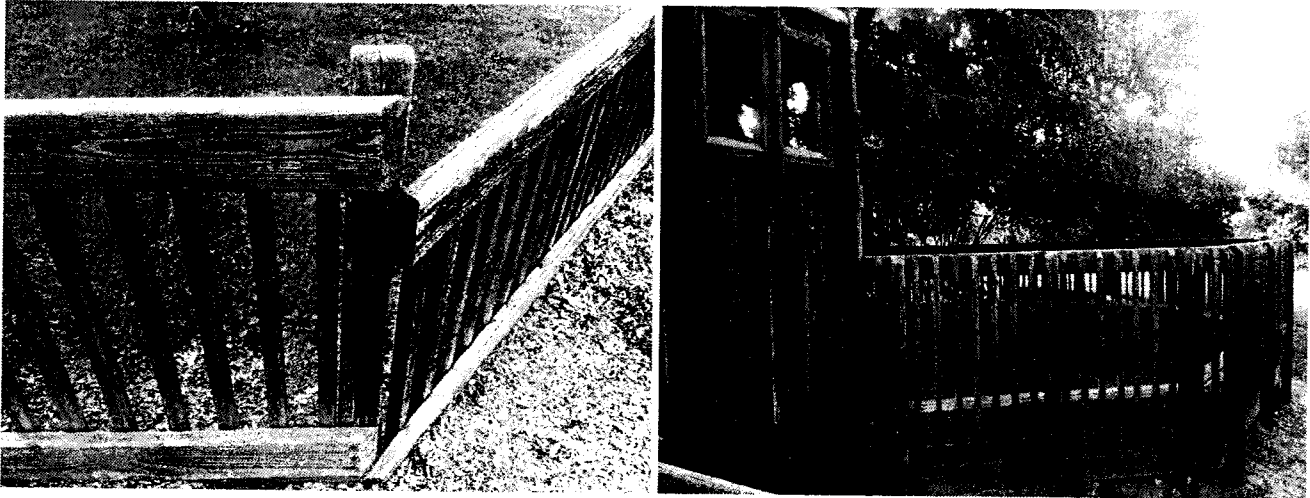
**Comments:**

Medium (minor splintering, missing pickets and wear). If you install a new fence you can sell names on the pickets for a fundraiser. Replacing the fence could be a phase II project.

**Recommendation:**

Replace with new all palstic fence.

**Pictures:**





**SPECIFIC ITEMS:**

**Low perimeter**

**Material:** Pressure treated 6x6's (Double layer)

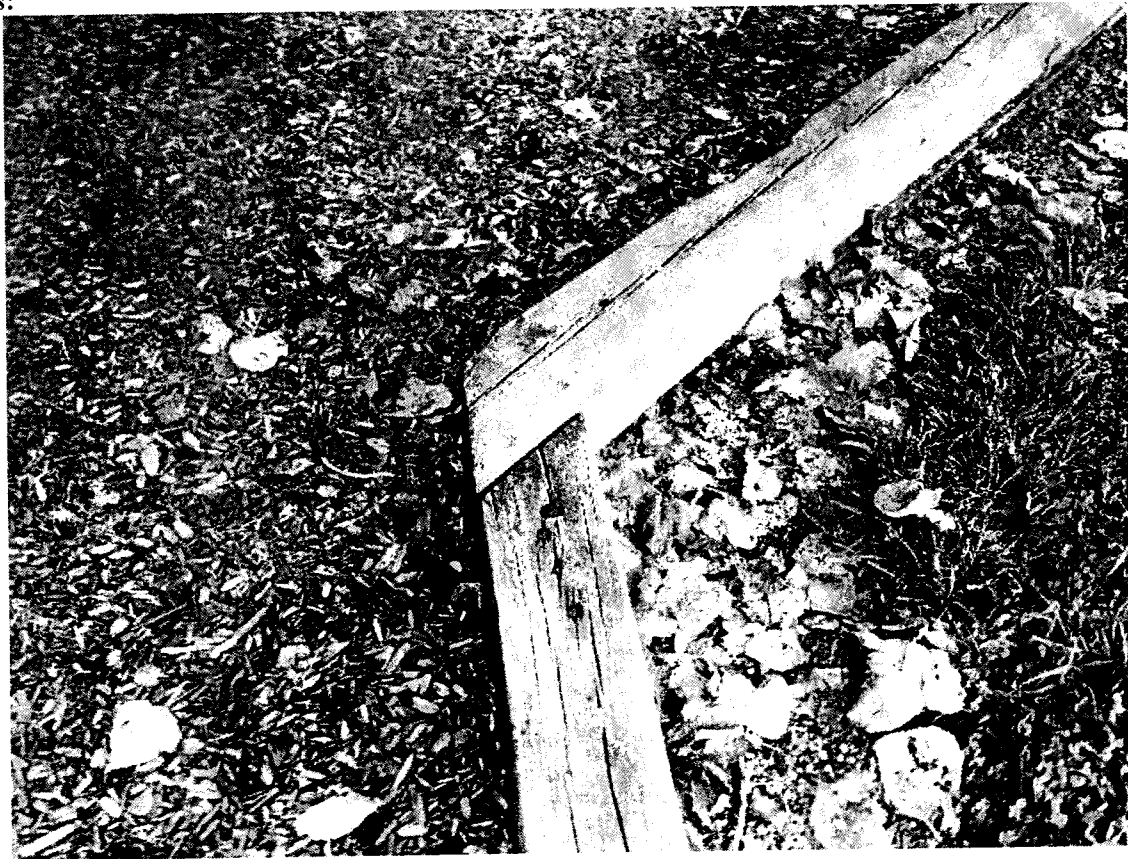
**Comments:**

Perimeter is in medium condition.

**Recommendation:**

Replace loose or missing pieces and cap with plastic.

**Pictures:**





**SPECIFIC ITEMS:**

**Safety Surfacing**

**Type of surfacing:** Appears to be engineered wood fiber. Confirm existing material meets ASTM standards

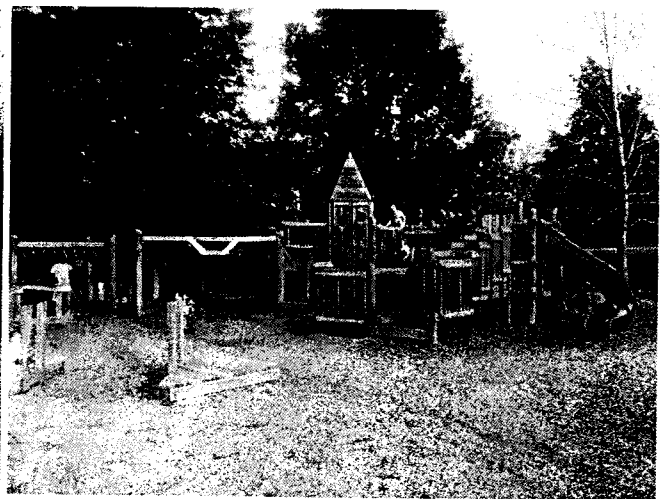
**Comments:**

Safety surfacing is in poor condition. Lots of areas not at sufficient depth.

**Recommendations:**

Add additional engineered wood fiber to a total depth of 12" throughout.  
Make sure the finished safety surfacing meets all safety requirements.

**Pictures:**



Shillito Park. Lexington, KY



**Specific Equipment:**

**Equipment type/name:** Slides

**Comments:**

All of the slides have metal beds and needs some maintenance work. The missing board should on the tunnel slide should be replaced right away.

**Recommendations:**

Consider replacing this with a plastic version

**Pictures:**



Shillito Park. Lexington, KY



**Specific Equipment:**

**Equipment type/name:** Tire Cubes

**Comments:**

These no longer comply with safety standards and should be replaced

**Recommendations:**

Replace with newer types of equipment.

**Pictures:**



Shillito Park. Lexington, KY



**Specific Equipment:**

**Equipment type/name:** Additional equipment

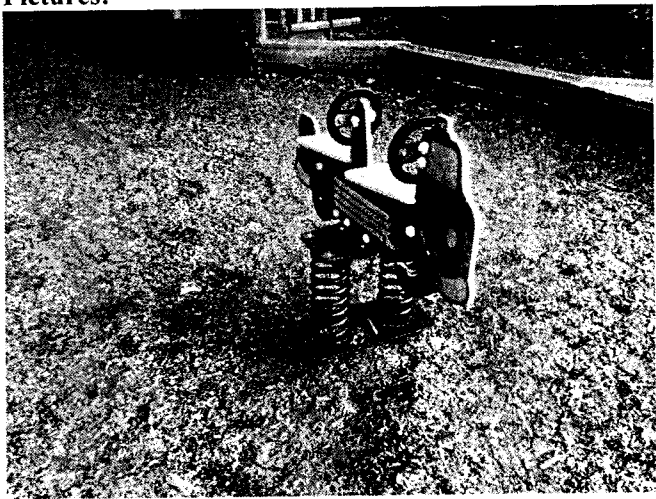
**Comments:**

These pieces of equipment were not part of the original build

**Recommendations:**

Ensure they meet current safety standards

**Pictures:**



Shillito Park. Lexington, KY



**Specific Equipment:**

**Equipment type/name:** Site built swings

**Comments:**

The swings are in need of some maintenance work

**Recommendations:**

Replace with manufactured swings

**Pictures:**







**Specific Equipment:**

**Equipment type/name:** Cable and chain equipment

**Comments:**

There are several pieces of chain and hose equipment. Sever more have been removed. The remaining pieces need some maintenance work. For the equipment that was removed they should either be replaced or remove the extra poles.

**Recommendations:**

For the long term these can be replaced with cable versions and/or newer types of equipment.

**Pictures:**





**RECOMMENDATIONS:**

Most of the structure is in poor shape with many parts of the structure and equipment in need of repair. These areas can be repaired back to their original condition or in some cases there are newer options that offer more maintenance friendly materials. When re-building or replacing, recycled plastic and low maintenance materials will be utilized as much as possible.

**CONSTRUCTION OPTIONS:**

The majority of or projects are constructed through community volunteers. This process is L&A's heart and soul. The community built method not only saves money but empowers communities with limitless potential and benefits. Our goal is to find the right solution for your community and situations.

**CONCLUSION:**

The playground has been well cared for over the years. There are many minor maintenance and safety compliance issues.

Considering the age of the structure and the estimated budget to do a good renovation serious consideration should be given to replacing with a new playground. While this may be a sensitive issue within the community the existing playground has served many generation of kids. The above renovation recommendations will help reduce overall maintenance needs, bring the playground back into safety compliance and ensure the structure lasts around another 15. The finished work will comply with the current version of ASTM F1487 and CPSC Pub.325. Additionally all efforts will be made to brings the playground up to the latest ADA requirements. I'm sure the community is appreciative for your efforts and consideration on trying to renovate the playground or replace it with another custom designed community built playground.

The new playgrounds we are building today have the same custom opportunities and community impact potential. The materials have change significantly. A few key points. We no longer use any wood. We use several types of recycled plastics. We no longer use any nails. All fasteners are special screws bolts, etc. The combination of all of these means a finished product that requires very minimal maintenance. These playgrounds are expected to last minimally 30 years which is almost double vs. any of the manufactures.

I'm sure the community is appreciative for your efforts and consideration on trying to renovate the playground or replace it with another custom designed community built playground.

**ASSOCIATED COST:**

A replacement playground offers the latest in low maintenance materials (no wood). Ensures compliance with safety and accessibility. A replacement cost for a playground of similar size is estimated at around \$200,000. We can adjust designs to meet your budget.

An estimate for the renovation recommendations above including L&A (design, project management and construction consultation) and all materials is estimated at around \$155,000.

These cost estimates are based on utilizing our community built model.

It's anticipated that the work can be completed in a 5-6 build days.

As a reminder this is just an estimate until we define the final scope of work and get actual quotes for the materials.

**NEXT STEPS:**

Shillito Park. Lexington, KY



- Determine if a renovation or replacement is preferred
- Review choice with L&A to develop scope of work for renovation or replacement
- Review when you would want the work completed by and develop a timeline from there

Please contact us if you have any questions. We truly appreciate the opportunity to work with your community again in either capacity.

Sincerely,

*Marc Leathers*

Marc Leathers  
President

# EXHIBIT B

LFUCG  
Request for Proposal  
#42-2017

## Design Services for Shillito Playground

November 8, 2017



elementdesign

366 South Broadway  
Lexington, KY 40508  
859.389.6533

[www.element-site.com](http://www.element-site.com)



1771 B Hanshaw Rd.  
Ithaca, NY 14850  
877-564-6464

[www.leathersassociates.com](http://www.leathersassociates.com)



Section A. Cover Letter & Contact Information

Section B. Team Qualifications

Section C: Team Recent Experience & References

Section D: Team Organization & Key Personnel

Section E: Ability to Meet Owner's Established Timeline

Section F: Design Services Budget & Hourly Rates

Section G: Proposed Project Approach

Section H:     Appendix: Additional Information  
                  Appendix A Forms  
                  Affidavit  
                  Affirmative Action Plan & Equal Opportunity  
                  Agreement  
                  Work Force Analysis Form  
                  Firm Submittal Page  
                  LFUCG MWDBE Participation Form  
                  LFUCG MWDBE Substitution Form  
                  LFUCG MWDBE Quote Summary Form  
                  LFUCG Subcontractor Monthly Payment Form  
                  LFUCG Good Faith Efforts  
                  General Provisions  
                  KY Permit & Registration  
                  WBE Certificate

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

Mr. Slatin:

The re-imagining of Shillito Park Playground is a unique opportunity to create a destination playground and landscape in our community. It cannot be missed that this opportunity must be designed with a holistic approach to site design and integration of play features, art, landscape and culture. There is no one piece that will make this destination playground a cherished place in our community; rather it is the creative and harmonious arrangement of unique elements and landscape that will make this place special. This playground must be universally accessible to all members of our community and creates a variety of play experiences that are unique to our location and local culture- rich in materials and textures, sculpted land forms, custom play equipment, and the opportunity to teach history, ecology, stewardship and appreciation for the arts. All while delighting children of all ages.

We believe it will take a very creative and experienced team with different areas of expertise to realize the greatest potential of this project. Our team includes experts in creative site design, custom playground equipment designers, and local artists to provide all of the areas of creativity and expertise this project demands. **Element Design** will serve as the Project Manager and primary contact throughout the project design. Teamed with us is **Leathers & Associates**, known as the leader in the design of custom playgrounds for over 40 years, and the original designer of the existing Shillito playground. We have also included **Prometheus Art** to provide their unique perspective on integrating art and culture in the landscape.

In addition, we also believe the management of this project over the next year and potentially beyond will require a prime consultant that is present and responsive to you, understands the process and has a good rapport with LFUCG and Parks & Recreation staff and is able to deftly coordinate and manage the many aspects of the project- coordination with and listening to project Stakeholders and community members, creative design, engineering, permitting, managing design schedule and keeping the project on budget. These are all project tasks at which Element Design excels, and we are very excited by the prospect of tackling this exceptional project with you.

### Our Team

#### Element Design

**Ramona Fry, RLA, LEED AP BD+C** will serve as **Principal in Charge** for our entire team. Ramona brings 17 years of experience in design and management for large and complex projects. She has recently been the project manager for several recent LFUCG projects, including the renovation of the Jacobson Park Playground, Masterson and Jacobson Park spraygrounds, Family Care Center Courtyard Restoration and Idle Hour Park improvements projects. She is especially talented and experienced at managing "teams," and keeping our clients completely informed through each phase of the work.

**Billie Motsch, Landscape Designer**, will serve the team as the Landscape Designer and assist with public facilitation, production of project renderings and documents. She has worked on several recent LFUCG projects, including the Jacobson Park Playground renovation, and is highly skilled at the development of Construction Documents and details, as well as construction administration. Billie is extremely talented and dedicated, and has proven to be a client favorite on any project she's been involved with.

**Derek Motsch, PE**, will serve as our **Project Civil Engineer**. Derek is a registered Civil Engineer with over 10 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He has worked on a wide variety of projects, including public utility work, site design and private development throughout the region. Derek will serve as our engineering support during the project design.

## Section A. Cover Letter

### Leathers & Associates

**Marc Leathers, President L&A**, has been employed by L&A for 36 years. As a hands-on owner, Marc is involved in all aspects of the company from design, through project management and construction. He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds.

**Jim Houghton, Lead Custom Playground Designer**, will be lead the design for custom playground pieces through all phases of design, and assist with the production of schematics, artist 3D renderings, details and innovative new component designs. He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds.

**Kyle Cundy, Design Assistant**, will assist with the management of the custom playground design work, and provide design input for addressing accessibility and assist in the management of community input sessions.

### Prometheus Art

**Amanda Matthews & Brad Connell** will provide the artists' perspective during the design process, to help envision ways to incorporate art in the design as well as look for unique means to interpret the story of the site in the landscape design.

**20 20 Land Surveying & L.E. Gregg Associates** are also included in our team to provide the requested site survey information and be available to provide geotechnical information / review as needed.

### LFUCG Experience

Element has years of experience working for LFUCG and on projects within Fayette County; as noted we have recently completed site design and engineering services for the Jacobson Park Playground renovation, new Jacobson and Masterson Station Park spraygrounds, Masterson Hills Trails, Lower Cane Run Wet Weather Storage Facility Architectural & Site Improvements and Idle Hour Park improvements to name a few. We believe our existing working relationship with LFUCG and Parks in particular, combined with our knowledge of the existing site conditions, local regulatory experience, and the project management ability needed to work with you to coordinate community participation, generate creative design solutions and stay on schedule and within your project budget.

### Why Choose Us?

**Experience & Expertise** - We have great, recent experience working with LFUCG, working with Parks & Recreation and tremendous experience in the design of park and recreational facilities. Our team brings unparalleled experience in the design of custom playground structures and both Element and Leathers have experience in Shillito Park. Prometheus provides a true artists perspective and added dimension to the project.

**Creativity** - We love a challenge. We love to work with multiple stakeholders, and challenge our perspective and creativity to truly stretch the vision for this project and how it can serve the community. Our team truly all creative artists in our areas of expertise.

**Passion** - This is the type of project we truly prize as landscape architects. The unique ability to design places that improve the quality of life and create fun, imaginative public spaces across a community is absolutely, why we do what we love. Our team members focus uniquely on custom design for play and art in the landscape because it is their passion.

We sincerely appreciate the opportunity to provide you with our qualifications for this unique and exciting project. If you should require any additional information, please feel free to contact me at 859.389.6533.



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

elementdesign

366 South Broadway  
Lexington, Kentucky 40508  
P: 859.389.6533

## Section B. Team Qualifications



We believe the realization of a creative, adventurous, magical and welcoming new playground for Shillito Park requires a number of talented and creative designers and artists with varying areas of expertise and a special ability to work with clients and the community. We believe we have assembled such a team, marrying expertise and artistic approach to landscape and site design, excellence and imagination in custom playground design and including local artists to add just the necessary extra touch and thought into creating a vibrant playground and landscape.



We also believe it is key to the success of the project to have a primary contact and project manager who is local, available, and with a proven track record of work with LFUCG and with the Division of Parks and Recreation. Our firm, **Element Design**, and our project manager, Ramona Fry, have this proven track record of management and technical expertise, blended with a creative and playful approach to site design that will make this project successful and the process fun. This expertise is critical to achieve client expectations, translate community vision and manage a large and flexible team of owner representatives, stakeholders, community members and designers.



We believe it is also key to bring a partner with unparalleled experience in the design of custom playgrounds across the country; this is why we have selected **Leathers & Associates** to be our team member. In addition to their experience in other playgrounds, they are the original designers of the existing Shillito Park Playground, and are very familiar with its existing condition, having provided your recent playground assessment.



**Element Design** will serve as prime consultant / primary contact for LFUCG, coordinating the entire team and assuming responsibility for overall project design team success. Element's services will include overall project management and guide team communication, assessment of the existing site and facilities, public / community participation, landscape and site design, civil engineering, development of contract documents, cost estimating and project phasing. Element Design is a full service site design firm, with both Landscape Architecture and Civil Engineering provided in-house.



Our partner in this project is **Leathers & Associates**. L&A was formed over 45 years ago and has been the industry leader in the design and development of custom playgrounds for communities all across the country since its inception. L&A designed and coordinated the community build effort for the original, beloved Shillito playground and has recently provided an updated assessment of its condition.

Our creative team also includes local artists at **Prometheus Arts**. Amanda and Brad have experience working with Parks- they have a wonderful artistic sense and approach to landscape that we believe is a critical piece in the creation of a multi-faceted, accessible, educational and delightful playground for our community. We have included a surveyor, **20 20 Land Surveying**, and geotechnical experts, **L.E. Gregg Associates**, for additional site information as required to successfully complete the design for the new Shillito Playground.



## Section B Team Qualifications

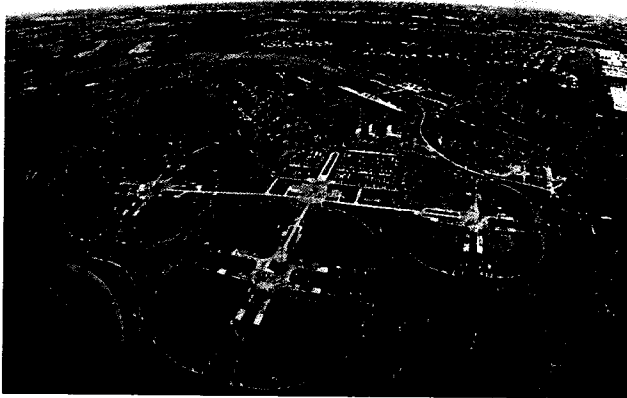
**Element Design** is one of Kentucky's most highly recognized Landscape Architecture, Planning and Civil Engineering firms. We strongly believe that the environment is dynamic and involves adaptation and change. As designers, we believe our work should also be transformational and responsive to client, environment and community. We firmly believe that site design has the greatest capacity to transform and create community by providing thoughtful, functional and beautiful places for us to live, play and interact and come to know each other. Element specializes in the design of parks and recreational projects; they are our favorite projects and our passion as designers who highly value community. Our experience with LFUCG and the Division of Parks and Recreation is significant and truly been among our most valued design experiences.

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

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

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

- Planting Plans
- Sanitary Sewer Design
- Signage & Way Finding Master Planning & Design
- Site Grading
- Site Planning & Design
- Site Visioning Graphics & Computer Modeling
- Sports Facilities Planning & Design
- Storm Sewer Design
- Urban & Streetscape Design
- Water Line Distribution Design



Elizabethtown Sports Park



University of Kentucky Children's Garden



Jacobson Park Playground



Masterson Station Park Sprayground

## Section B. Team Qualifications

### Award Winning Projects



- 2015 Kentucky Chapter ASLA  
Award of Excellence  
The Kentucky Children's Garden  
Lexington, Kentucky
- 2015 Kentucky Chapter ASLA  
Merit Award for Design  
University of Kentucky Alumni Plaza Renovation  
Lexington, Kentucky
- 2015 Kentucky Chapter ASLA  
Merit Award for Design  
Morehead State University Master Plan  
Morehead, Kentucky
- 2014 American Public Works Association  
Design Honor Award Parks Category  
Hopkinsville Downtown & Inner-City Park  
Hopkinsville, Kentucky
- 2013 Kentucky Chapter ASLA  
Honor Award for Design  
 Elizabethtown Sports Park  
 Elizabethtown, Kentucky
- 2013 Kentucky Chapter ASLA  
Honor Award for Design  
University of Kentucky Garrigus Plaza Renovation  
Lexington, Kentucky
- 2013 Kentucky Chapter ASLA  
Merit Award for Design  
Western Kentucky University Centennial Mall  
Bowling Green, Kentucky
- 2012 KRPS Facility Award  
Elizabethtown Sports Park  
Elizabethtown, Kentucky
- 2011 Kentucky Chapter ASLA  
Merit Award for Design  
The BTC Newtown Pike Campus Master Plan  
Lexington, Kentucky
- 2010 Environmental Commission Award  
Kentucky Horse Park Stream Vegetation Project  
Lexington, Kentucky

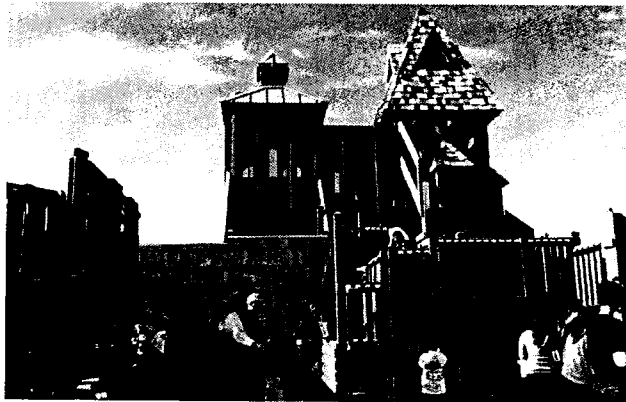
## Section B. Team Qualifications

**Leathers & Associates** has more than 45 years of experience creating custom-designed inclusive playgrounds. We are a small family business with 16 staff members, and their responsibilities run the gamut from administration to design, drafting, project management, and construction supervision and management. Our staff has a combined 222 years of experience designing custom all-inclusive playgrounds. L&A has completed more than 3,400 projects and they can be found in all 50 states as well as seven other countries. Each required creative problem solving, special design solutions and extensive management.

All L&A designs meet and exceed the ASTM, CPSC and ADA recommendations and requirements. Upon completion of your project, one of our Certified Playground Safety Inspectors will inspect and certify that the playground meets these recommendations and guidelines. Our staff continually monitors current trends and developments in all-inclusive play.

L&A has also received numerous design awards over the years. Recently, Leathers & Associates had five of its playgrounds recognized in the Top 30 most impressive accessible and inclusive playgrounds in the world as selected by special-education-degree.net.

While we specialize in community facilitation and build, L&A also has the capability and experience to produce construction drawings of our custom playground designs, to be built by a contractor delivery method. Over the years we have completed numerous complex projects that ranged from science centers, zoos and teen centers to very large all-inclusive fully-accessible playgrounds. Our build models include community build (100% volunteer build), contractor build (100% paid contractors), and a hybrid model of the two (contractors and volunteers). We feel strongly that our firm has the experience and abilities to provide Lexington with the very best customized playground equipment, which fits within the context and design for the playground site.



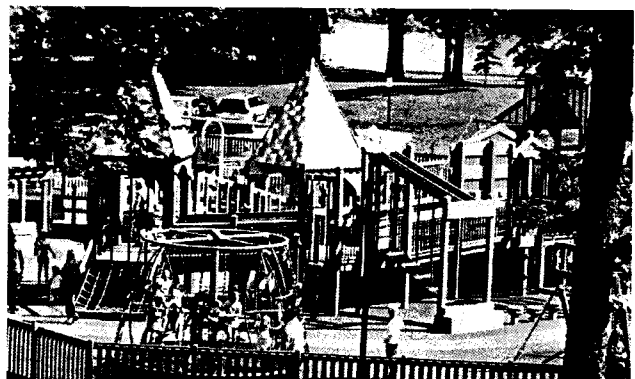
Stewart Vincent Wolfe Memorial Playground



Andrews Community Playground

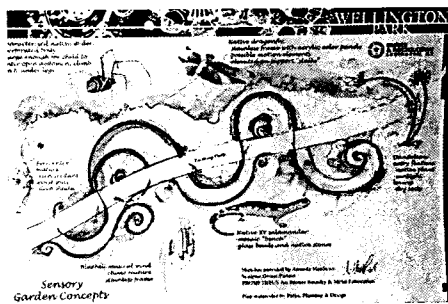


Angel Park Playground



Wilmar Destination Playground

## Section B. Team Qualifications



**PROMETHEUS Art**, Bronze Foundry & Custom Metal Fabrication is a Design/Build Firm with over 50 years of combined professional experience. We specialize in Bronze Art Casting and Custom Metal Design & Fabrication, including Site-Specific Metal Sculpture, Portraits, Monuments and Custom Architectural Metal Work, Historic Monument Restoration & Conservation, including:

- Site-Specific Public Art & Architectural Design & Build
- Comprehensive Collaboration with Design Teams
- Casting (Bronze and Aluminum)
- Metal Fabrication (Bronze, Stainless Steel, Carbon Steel, and Cor-ten Steel)
- Rigging, Transportation, Transit Insurance, and On-site Installation
- Restoration & Conservation of Monuments & Historic Architectural Details

We are Licensed, Bonded, Registered, and Commercially Insured and have the following certifications:

(WBE) Women Owned Business Enterprise Certified,  
 (DBE) Disadvantaged Business Enterprise, Certified through the Department of Transportation, (SBE) Small Business Enterprise Certified,  
 (CAGE) 6DW69 (DUNS) 025127016 (NAICS) 332999 LFUCG  
 Lexington Contractor (Reg # 16881)

We specialize in integrating art in the landscape and in finding creative ways for art to interpret the places it inhabits. Our select client list includes:

- City of Lexington - Wellington Park Sensory Garden – Design and Build – 6 Phases City of Lexington, Messer Construction – Historic Fayette County Courthouse
- City of Lexington, KY Gratz Park Fountain Conservation/Restoration
- City of Lexington, KY Repair/Restore Flying Horse of Ganzu
- University of Kentucky – Restoration of "Bowman" Wildcat Sculpture 2017
- City of Louisville, Louisville Zoo
- Lexington Philharmonic Guild
- Good Shepherd Cathedral, Frankfort, KY
- OZ Arts Center & Museum, Nashville, TN
- Georgetown College
- Keeneridge Farm, Lexington, KY
- Lextran, Transit Authority of Lexington
- Aviation Museum of Kentucky
- Jefferson Animal Hospitals
- Kentucky Horse Park

## Section B. Team Qualifications

**20 20 Land Surveying** is a full service firm, having been in operation since 2000, providing surveying services for the Central Kentucky area. Fully licensed and insured, maintaining Workman's Comp., General Liability Insurance, along with OSHA 10 hour safety card ratings, and Federal Restricted Access Certifications.

Norman Drury (PLS 2020) licensed for 30 plus years and independently in business for more than 20 years. Justin Drury (PLS 3843) has been with 2020 since inception, and proficient in the latest AUTOCAD, 2-D and 3-D, programs.

Remaining a small two man firm, 2020 can provide a full menu of services with a high degree of flexibility in scheduling and turn over, while maintaining complete hands on management of every project.

### Available Services

ALTA/ACSM Land Title Surveys  
Boundary Surveys  
Topographic / Site Surveys  
Construction and Layout Staking  
Mortgage Inspections  
Building Permit Site Plans  
As Built Location surveys  
Elevation Certificates  
GPS Control Surveys  
Legal Descriptions  
LOMAs (Letter of Map Amend.)  
Major and Minor Subdivision Plats  
Aerial Photo Control  
Deed Clarification and Analysis  
Title research

### Equipment

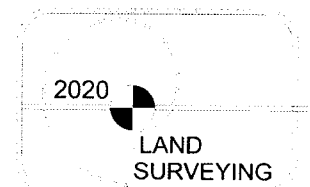
Topcon GTS 313 Total Station  
Topcon 8000, and Sokkia SX3 Robotic Total Stations with Direct Reflex Technology.  
Static and RTK GPS using Topcon Hiper V receivers and Topcon Tools software.  
AUTOCAD 2013 drafting software with Coordinate Geometry and Survey Reduction Packages.  
Dell laptop with wireless access for field calculations.

### Client List

L.F.U.C.G.  
Tetra Tech Inc.  
Hargis Engineering  
Bristol Construction  
Jack Stewart Architects  
Pohl Rosa Pohl Architects  
Back Construction  
Ball Homes  
Gray Construction  
Fayette County Schools  
Community Ventures Corp.  
Jimmy Nash Homes  
Berea College  
Federal Department of Corrections

### Contact Information

2216 Young Drive Suite 7-B  
Lexington Ky, 40505 Office—268-1044 Fax—2681049  
Email—jdd75@msn.com



## Section B. Team Qualifications

- Founded in Lexington in 1957
- Locally owned and operated
- 100% of work performed by staff located in Kentucky
- Registered small business with SBA
- Four Engineers, Civil and Environmental
- Four Geologists
- 16 IBC and KBC Inspectors
- 2 Project Managers
- 2 Administrative and Accounting Assistants
- 3 Laboratory Assistants
- 1 Computer Aided Design professional

**L.E Gregg Associates** was founded in Lexington, Kentucky in 1957 to provide engineering and materials testing services. Early projects mostly involved highway design, construction and testing. Over time, the firm became well known for geotechnical investigations, materials testing, and special inspections for many types of projects including commercial, industrial, and public/municipal facilities. Our firm also provides environmental services such as Phase I and II Environmental Site Assessments as well as geology services.

L.E. Gregg is well staffed to complete a variety of projects on time and within budget while still delivering professional and quality work. We have completed geotechnical investigations and construction inspection projects in North Dakota, Pennsylvania, Indiana, Ohio, Virginia, West Virginia, and throughout all regions of Kentucky. Located on Fortune Drive, near I-75, in Lexington, the company has been locally owned and operated for the past 60 years. In the last two years, we have opened three satellite offices to greater serve eastern and southern Kentucky.

Through the relationships we have developed with our clients and by performing quality work, L.E. Gregg has developed a reputation for our knowledge and experience in Geotechnical Services, Materials Testing, and providing quality certified construction inspection.

L.E. Gregg offers a full line of geotechnical and construction engineering services as well as Environmental and Project Management services to clients including:

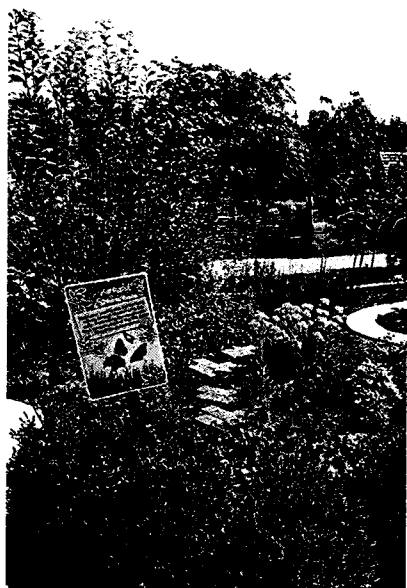
### **Geotechnical Services Include:**

Geotechnical Subsurface Investigations Route/Site  
Stability Evaluations Inclinometer Installation and Analysis  
Slope Erosion Control  
Pavement Design and Analysis Retaining Wall Design  
Foundation Design (Shallow and Deep) Geotextile/  
Geogrid Stabilization Design Cement and Lime Solutions  
Ground Surface Subsidence Corrosivity Testing  
Construction Phase Services Compaction Inspection  
Construction Phase Testing Materials Testing  
Vibration Monitoring Resident Inspection  
Bidding and Construction Support

### **Materials Testing Includes:**

Aggregate Properties Analysis Concrete Cylinder In-Place  
Density Testing of Soils, Aggregates & Asphalts  
Concrete & Rock Core Sampling Field Masonry Testing  
Soil Inspections & Testing Utilizing DCP & Proofrolls  
ACI Certified Field Concrete Testing Sanitary Sewer

## Section C. Team Experience & References



### Element Design

#### Recent Relevant Project List & References

##### **Jacobson Park and Masterson Station Park Spraygrounds - Cost: \$1,040,000**

Design and construction for spraygrounds at two separate parks in Lexington. The project bid within Element's estimate and is currently being completed. The Masterson Station sprayground was able to open in time for use during the construction season.

Michelle Kosieniak, Superintendent of Planning & Design  
LFUCG Parks & Recreation  
859.288.2982

##### **Jacobson Park Playground Renovation - Cost: \$490,000,**

Design for the renovation of the existing Leathers & Associates playground. The project was completed within the allotted budget and finished in time to open for part of the summer season.

Michael Johnson, Deputy Director of Enterprise  
LFUCG Parks & Recreation  
859.288.2900



##### **UK Arboretum Children's Garden - Cost: \$575,000**

Design and construction of this destination play and discovery garden was completed within budget, with Phase I completed within the allotted time frame.

Keith Ingram, UK Capital Projects Management Division,  
859.257.5911

##### **Elizabethtown Sports Park - Cost: \$ 29M,**

A 24 field, 158 acre, multi-sport tournament complex that included four separate playgrounds, the project bid under budget and was completed on schedule.

Ed Poppe, Director  
Elizabethtown Planning & Development  
270.765.6121



##### **Joe Mumford and East Second Street Park Playgrounds-**

Cost: \$ 100,000 & \$60,000

East Second Street is currently out to bid, Joe Mumford is currently being designed.

Holly Boggess - AICP - Assistant Director & Downtown Renaissance Director, City of Hopkinsville  
270.887.4285

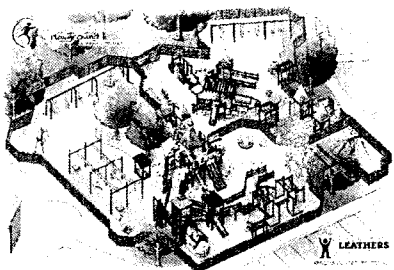
##### **Family Care Center Courtyard Restoration & Accessibility Project -**

Cost: \$ 300,000

This project is currently out to bid. The project is a CBDG funded project; Element pushed design to beat LFUCG's design schedule and be out to bid one week early.

Jessica Walker, Project Program Manager, LFUCG  
859.258.3930  
859.258.3054

## Section C. Team Experience & References



### Leathers & Associates Recent Relevant Project List & References

#### Tatum's Garden and Tatum's Treehouse

Design and community built playground that was completed on time and within the Owner's budget.

Amanda Bakker, Co-Coordinator  
831.206.2462



#### All-Together Playground

Design and community built playground working with over 3,000 community volunteers. This playground was completed within budget and ahead of schedule.

Peter Wolfley, Co-Coordinator, City of Orem  
801.299.7099



#### Angel Park

Design and community built playground, working with over 3,000 community volunteers during construction. This playground was completed on time and in budget.

Kelli Szczybor, Project Manager, City of Yuma  
410.608.0600



#### Andrews Community Playground

(Contractor Build)

Design and production of construction drawings for contractor bid for this custom playground. The playground was bid and built on time and within budget.

Glen Hackler, City Manager, City of Andrews  
432.523.4820

#### Miami Springs Community Playground

(Contractor Build)

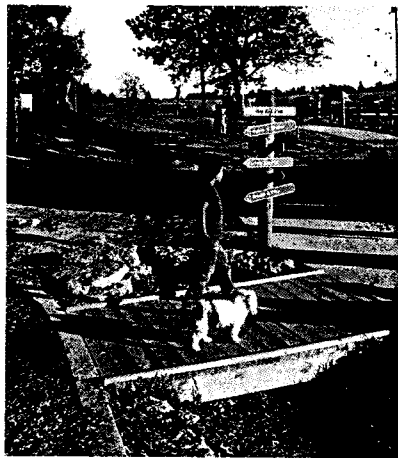
Design and production of construction drawings for contractor bid for this custom playground. The playground was also completed within the project schedule and established budget.

Omar Luna, Director of Parks and Recreation, City of Miami Springs  
305.805.5075



# Jacobson Park Playground

Lexington, Kentucky



*Client:*  
Lexington Fayette Urban  
County Government Division of  
Parks & Recreation

*Client Contact:*  
Michelle Kosieniak  
Superintendent of Planning  
and Design  
LFUCG Parks & Recreation  
859.288.2982

Renovation of a much beloved community park that was constructed by volunteers over two decades ago, now dilapidated and with accessibility issues. Element design along side LFUCG Parks and Recreation sought to design a playground that embraces the original experience and appearance while introducing educational features related to hydrology, geology and nature of the Bluegrass.

#### **Scope:**

- Design development, construction documents and contract administration for the multifaceted play experience
- Salvage of existing materials to be repurposed in the new playground design
- Preservation of the main towers of the existing structure as a focal point
- Introduction of an under 2 play area fully fenced with tactile raised beds, shade canopies, a discovery trail and a variety of swings
- Embrace natural terrain and provide universal access
- Community outreach, surveys and public meetings

# The Kentucky Children's Garden

Lexington, Kentucky



*Client:*  
*University of Kentucky*

*Client Contact:*  
*Keith Ingram*  
*UK Capital Projects*  
*Management Division*  
*859.257.5911*

*Cost: \$ 575,000*

*2015 ASLA Kentucky Chapter*  
*Award of Excellence*

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

#### **Scope:**

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

# Elizabethtown Sports Park

Elizabethtown, Kentucky



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

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



Client:  
Elizabethtown Tourism and  
Convention Board

Client Contact:  
Ed Poppe  
City of Elizabethtown Planning  
270.765.6121

Cost: \$ 29 Million

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

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

#### Scope:

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

# Masterson Station Park Sprayground

Lexington, Kentucky



*Client:*  
LFUCG Division of Parks &  
Recreation

*Client Contact:*  
Michael Johnson,  
Deputy Director of Enterprise  
LFUCG Parks & Recreation  
Phone Number: 859.288.2900  
Cost: \$ 560,000

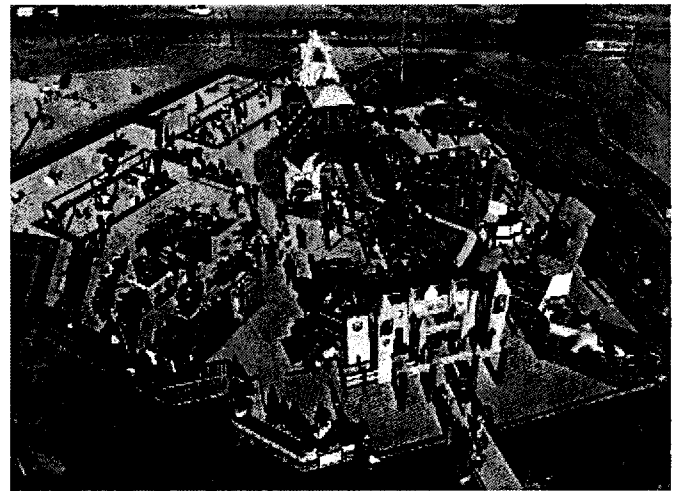
Design for a new 3,000 square foot public sprayground facility for LFUCG Parks. The project scope also included a new mechanical building to house the sprayground mechanical equipment, new walkways and sprayground amenities, added accessible parking, landscape design and a new trail connection from the Park to the adjacent neighborhood. The design for the sprayground included a central feature and multiple types of sprayers to provide a variety of experiences for all ages. The project bid just below estimate and will begin construction in Spring, 2017 for completion in Summer, 2017.

### **Scope:**

- Design services included site planning, full construction documents, cost estimating and contract administration.
- Fully functional new sprayground, mechanical building and amenities.
- New sidewalk connections to existing parking, restrooms and playground
- New 1/2 mile, 12' wide multi-use asphalt trail connection from the site back to the existing neighborhood.

# Stewart Vincent Wolfe Memorial Playground

Yuma, AZ



*Client:*  
City of Yuma, Parks &  
Recreation

*Client Contact:*  
Ricky Rinehart, Deputy City  
Administrator  
Phone Number: 928-373-5018

*Cost: \$ 1.5 Million*

Design for a new 12,000 square foot all-inclusive public destination playground which is located in the West Wetlands Park for the City of Yuma, AZ. The project is all-inclusive for children of all abilities. The project was created in memory of Stewart Vincent Wolfe. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using a contractor build approach in December of 2015. L&A provided design, project management and construction supervision. Local contractors were hired to work with us during a twelve-week period. Designers: Robert S. Leathers & Jim Houghton; Project Manager: Marc Leathers; Construction Supervision: Marc Leathers and Justin Fowler.

#### **Scope:**

- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Contractor construction supervision.



## Sugar Sand Science Playground, Boca Raton, FL



*Client:*  
Greater Boca Raton Beach &  
Park District

*Client Contact:* Arthur  
C. Koski

*Phone:* 561-362-9800  
*Email:* akoski@mybocaparks.  
org

*Cost:* \$ 1.4 Million

Design for a new 23,500 square foot all-inclusive public destination playground which is located in the Sugar Sand Science Park for the City of Boca Raton, FL. The project is all-inclusive for children of all abilities. The original science playground was created in 1995 with L&A supervising more than 3,000 volunteers. The playground was deemed non-compliant to current safety and ADA guidelines. The City chose to rebuild, modify and maximize accessibility. L&A teamed up with a local architect and the bid selected contractor to provide project management, update and modify the enclosed structure design, provide additional design for the remainder of the park, develop a bid-set and provide construction period services for the rebuild. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed in 2017. Designers: Robert S. Leathers & Jim Houghton; Project Manager: Marc Leathers; Construction Supervision: Marc Leathers and Justin Fowler.

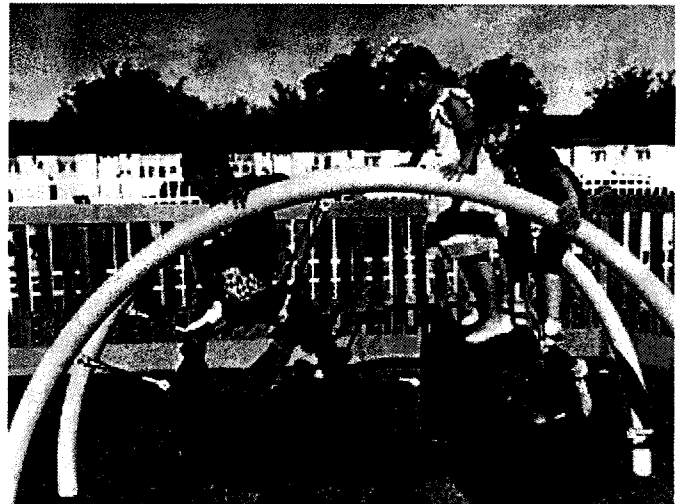
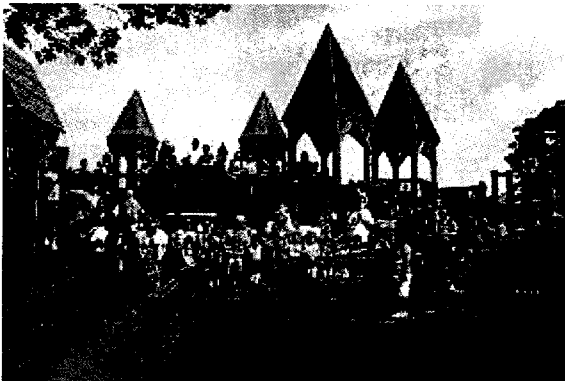
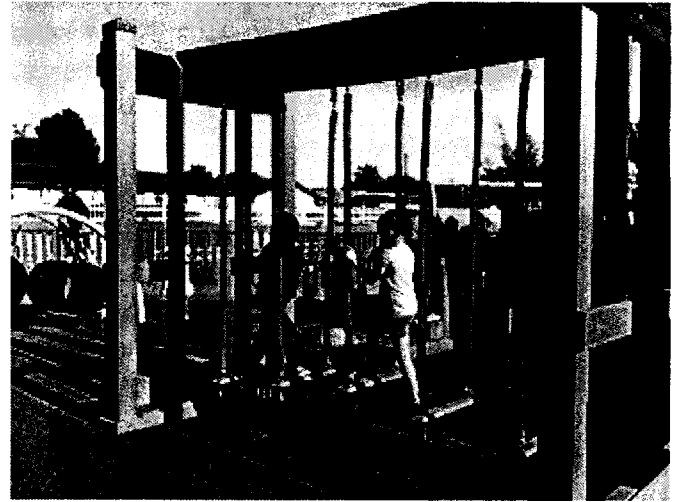
### Scope:

- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Contractor construction supervision.



# Andrews Community Playground

Andrews, TX



*Client:*  
City of Andrews, Public Works

*Client Contact:*  
Glen Hackler, City Manager  
Phone Number: 432-523-4820

*Cost:* \$ 500,000

Design for a generation two 11,800 square foot public playground for the City of Andrews, TX. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using a contractor build approach in the Spring of 2017. L&A provided design, project management, construction services and supervision. The City provided some City staff to work along-side L&A's construction crew during this contractor build.

Designer: Jim Houghton; Project Manager: Marc Leathers; Build Leader: Marc Leathers & Bill Hugill.

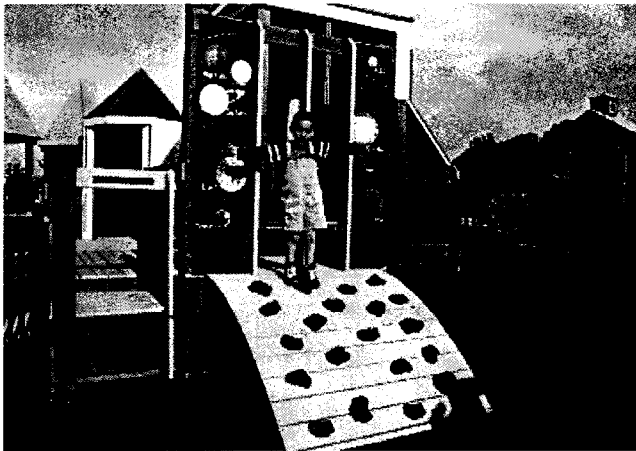
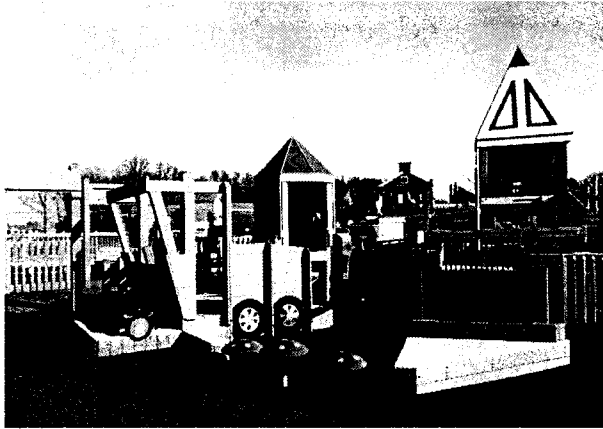
#### **Scope:**

- Design services for the generation two playground.
- Project Management.
- Construction documents.
- Contractor build supervision and staffing.



## Valplayso: The Next Generation

Valparaiso, IN



*Client:*  
City of Valparaiso

*Client Contact:*  
Rob Thorgren, Co-General  
Coordinator

*Phone Number:* 410-608-0600  
*Email:* akszczybor@yahoo.com

*Cost:* \$ 400,000

Design for a generation two 16,500 square foot all-inclusive fully-accessible public playground which is located in Valparaiso, IN. The project was completed in October 2014. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using the community-build approach using more than 3,000 volunteers. L&A provided design, project management and construction supervision. L&A collaborated with a local landscape architect in designing a master plan for the park. L&A provided design, project management and construction supervision for this project. Project team members involved in this project include: Kyle Cundy, Jim Houghton and Marc Leathers.

### Scope:

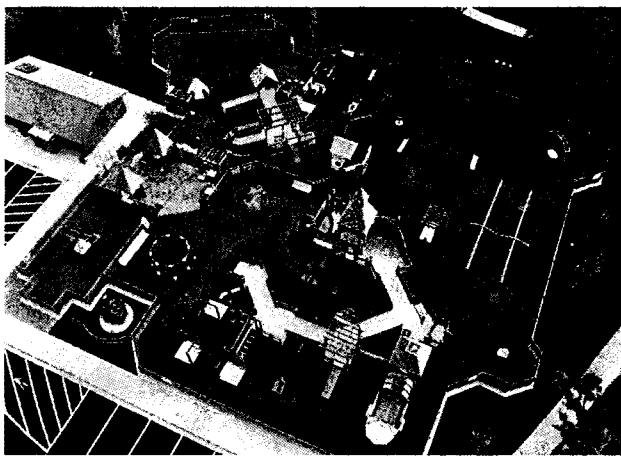
- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Community-build construction supervision.





# All-Together Playground

Orem, UT



*Client:*  
City of Orem, Parks &  
Recreation

*Client Contact:*  
Peter Wolfley, [pwolfley@orem.org](mailto:pwolfley@orem.org);  
Steven Downs, [smdowns@orem.org](mailto:smdowns@orem.org)  
Phone Number: 801-358-9331

Cost: \$ 550,000  
[www.alltogetherplayground.com](http://www.alltogetherplayground.com)

Design for a new 18,000 square foot all-inclusive public destination playground for the City of Orem, UT. The project is fully-accessible and all-inclusive for children of all abilities. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using a community-build approach in the Fall of 2016. L&A provided design, project management and construction supervision.

Designer: Jim Houghton; Project Manager: Kyle Cundy; Build Leader: Marc Leathers, Dave Johnson, Bill Hugill and Kyle Cundy

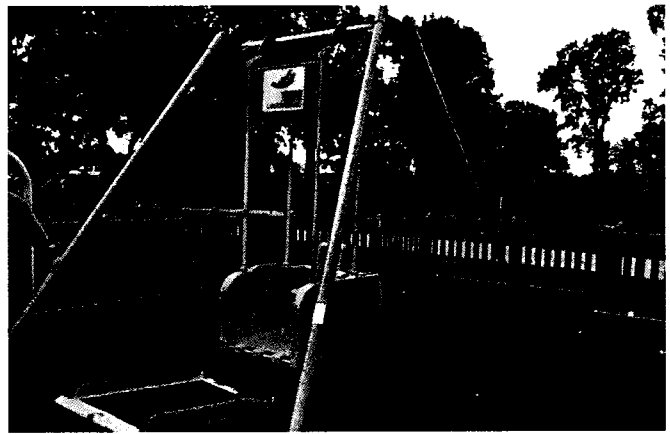
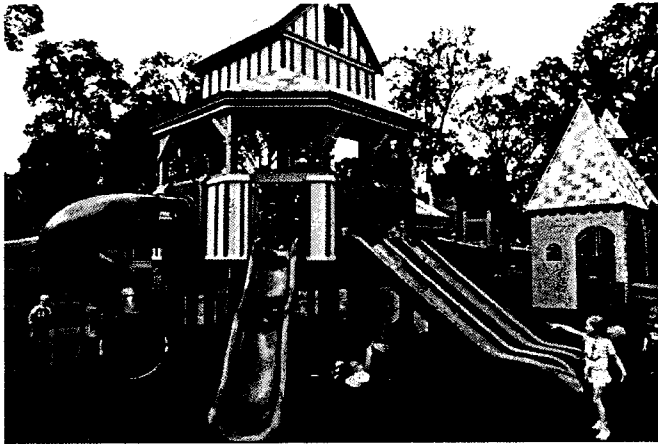
### Scope:

- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Community-build construction.



# Willmar Destination Playground

Willmar, MN



*Client:*  
City of Willmar, Public Works

*Client Contact:*  
Dave Baker,  
Project Coordinator  
Willmar Playground  
Committee  
Phone Number: 651-296-6206

*Cost:* \$ 800,000  
<https://willmarplayground.com>

Design for a new 16,000 square foot public destination playground for the City of Willmar, MN. The project is fully-accessible and all-inclusive for children of all abilities. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using a community-build approach in the Summer of 2017. L&A provided design, project management and construction supervision.

Designer: Jim Houghton; Project Manager: Kyle Cundy; Build Leader: Dave Johnson Other Build Supervisors: Justin Fowler and Taj Leathers.

### Scope:

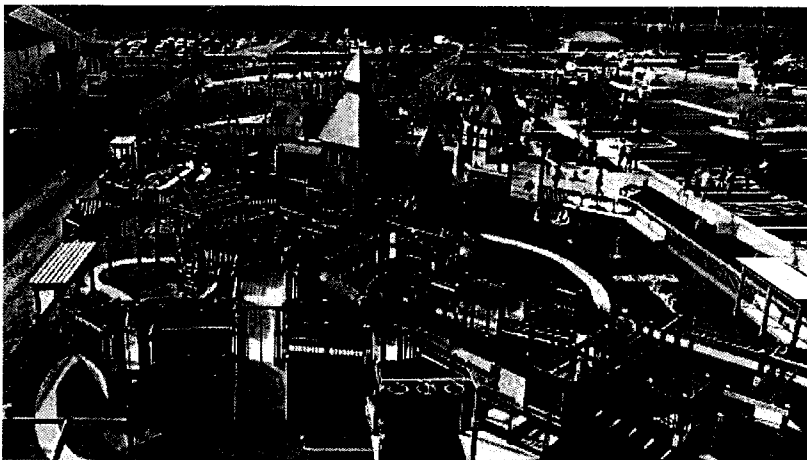
- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Community-build construction.



Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

# Angel Park Playground

Perry Hall, MD



*Client:*  
*Angel Park Committee*

*Project was given to Baltimore  
County upon completion*

*Client Contact:*  
*Kelli Szczybor, General  
Coordinator*

*Phone Number: 410-608-0600  
Email: akszczybor@yahoo.com*

*Cost: \$ 1.2 Million  
www.angel-park.org*

Design for a new 15,000 square foot all-inclusive fully-accessible public destination playground which is located in Perry Hall, MD. This is a memorial project that began as a tribute to Kelli's son, Ryan. The project was completed in October 2016. Recycled plastic building materials were used with poured in place rubber surfacing. The playground was completed using the community-build approach in the summer of 2016 and utilized more than 3,000 volunteers. L&A provided design, project management and construction supervision. In addition to the playground, the overall master plan included an 250 seat amphitheater, restrooms and other amenities.

Designers: Jim Houghton; Project Manager: Kyle Cundy; Construction Supervision: Marc Leathers, Kyle Cundy, Aaron Chandler and Justin Fowler.

#### **Scope:**

- Design services for an all-inclusive playground.
- Project Management.
- Construction documents.
- Community-build construction supervision.



Section D. Team Organization & Personnel

Lexington Fayette Urban County Government

elementdesign

Project Management & Team Coordination

Site & Facilities Assessment  
Assist Public Facilitation  
Landscape Architecture/Site Design and Construction Documents,  
Cost Estimating  
Civil Engineering  
Project Permitting

Ramona Fry, RLA, ASLA, LEED AP BD+C  
Principal in Charge - Project Manager

Derek Motsch, PE - Project Engineer

Billie Motsch - Landscape Designer



Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

Facilities Assessment  
Guide Public Facilitation  
Custom Playground Design  
Playground Construction Documents  
Certification of ADA Compliance for Custom  
Playground Equipment

Marc Leathers – Team Leader

Jim Houghton – Lead Designer

Kyle Cundy – Project Management Team

Construction Expertise Team  
Bill Hugill – Construction Supervisor  
Aaron Chandler – Construction Supervisor



Integration of Art & Interpretation  
in the Landscape

Amanda Mathews - Artist  
Brad Connell - Artist

20 20 Land Surveying  
Site Surveying  
Justin Drury, PLS

L.E. Gregg Associates  
Geotechnical Assistance as Needed

## Section D. Team Organization & Personnel



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

Ramona will serve as the Principal in Charge and **Project Manager** for this project. She will oversee design and planning for the entire project Public Facilitation, and production of Construction Documents. Her experience as Project Manager and Prime Consultant includes the \$ 29M Elizabethtown Sports Park, the \$3.5 M Kentucky Horse Park Pedway Renovation project to help prepare the KHP for the World Equestrian Games in 2010, the Jacobson Park Playground Renovation and Masterson Station Park and Jacobson Park Sprayground projects.

Ramona is a registered Landscape Architect with over 18 years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration, with a great emphasis in Parks & Recreation work.

Ramona's recent clients include the Lexington / Fayette Urban County Government (LFUCG), the Commonwealth of Kentucky Finance Cabinet, the University of Kentucky, Berea College, the Kentucky Community and Technical College System (KCTCS), and the Kentucky Horse Park.

### Registration:

Landscape Architect –  
Kentucky, #661  
Ohio, #1701415

**Certifications:** LEED AP BD+C  
CLARB certified Landscape  
Architect

### Education:

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

Idaho State University  
Bachelor of Arts in Education,  
1994.

### Professional Experience:

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

McIlwain + Associates  
Landscape Architect  
2000- 2008

Adjunct Faculty  
University of Kentucky  
2002

Louisiana State University  
College of Design

### Recent Parks & Recreation Experience:

LFUCG Jacobson Park Playground Renovation- Lexington, KY

LFUCG Jacobson & Masterson Station Parks Spraygrounds - Lexington, KY

LFUCG Thompson Road Park Renovation - Lexington, KY

LFUCG Idle Hour Park Improvements - Lexington, KY

LFUCG Lower Can Run Wet Weather Storage Architectural & Site  
Improvements - Lexington, KY

LFUCG Senior Center & Idle Hour Park Improvements- Lexington, KY

LFUCG Family Care Center Courtyard Restoration & Accessibility Project  
- Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

LFUCG Canine Facility Site Feasibility Study - Lexington, KY

Lexington Convention Center - Lexington, KY

Elizabethtown Sports Park - Elizabethtown, KY

The Arboretum, State Botanical Garden of Kentucky, Kentucky  
Childrens Garden & Various Arboretum Improvements - Lexington, KY

Kentucky Horse Park New Outdoor Arena - Lexington, KY

## Section D. Team Organization & Personnel



### Billie Motsch - Landscape Designer

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

She is a landscape designer who graduated with a Bachelor of Science in Landscape Architecture from the University of Kentucky. She has over 12 years of experience in planning, landscape architectural design and development of construction documents. Her experience includes commercial, residential, military and industrial planning and design.

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

#### Education:

University of Kentucky  
Bachelor of Science in  
Landscape Architecture, 2005

#### Work Experience:

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

M2D Design Group, PLLC  
Landscape Designer  
2011-2012

Mindel, Scott and Associates  
Landscape Designer  
2005-2011

#### Project Experience:

LFUCG Gainesway Trail - Lexington, KY

LFUCG Jacobson Park Playground - Lexington, KY

LFUCG Idle Hour Park - Lexington, KY

LFUCG Masterson Station Park Trail and Trailwood Trail - Lexington, KY

LFUCG Senior Center - Lexington, KY

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

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

Breckinridge Elementary School Renovation - Lexington, KY

Deep Springs Elementary School Renovation- Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

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

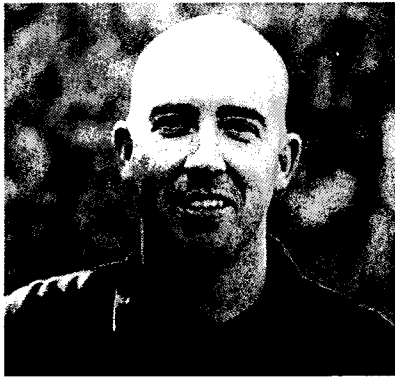
Kentucky Community and Technical College System Office - Phase 1  
Entrance & Landscape Development - Versailles, KY

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

VA Hospital Renovation/Demolition - Lexington, KY

Walnut Street Park - Hopkinsville, KY

## Section D. Team Organization & Personnel



### R. Derek Motsch, PE - Project Engineer

Derek is a registered Professional Engineer with over 10 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He will serve as the **Project Engineer**. He specializes in water and wastewater treatment and distribution and civil site utility design.

Derek is very skilled at the production of construction documentation and technical details. He is also adept at computer / three dimensional modeling, and uses his modeling skills to assist in making design decisions and in the production of construction drawings.

**Registration:**  
Kentucky, PE 26439

**Education:**  
  
University of Kentucky  
Bachelor of Science,  
Civil Engineering, 2004

Asbury University, BA  
Physical Science, 2002

**Professional Experience:**

Summit Engineering, Inc.  
Sept. 2013 - Oct. 2017

Cann-Tech, LLC.  
Sept. 2004 - August 2013

Kenvirions, Inc., E.I.T.  
May 2004 - Sept 2004

**Recent Project Experience:**

Henry County Courthouse - Newcastle, KY

US Equestrian Federation Building - Lexington, KY

Transylvania Campus Center - Lexington, KY

Athens-Boonesboro Elementary School - Lexington, KY

Bluegrass Community and Technical College - Newtown Pike Campus Expansion - Lexington, KY

\*Stratton Branch AML Waterline Extension Project

\*Harold Sewer Project Phase 3

\*Magoffin County Industrial Park Master Plan

\*Michael Hall Group Reclamation Project

\*Kentontown Water Line Extension Project

\*Cave Run Water Commission US 460 Relocation and 500,000 Gallon Ground Storage Tank

\*City of Lawrenceburg By-pass Sewer Extension, Ground Water Protection Plan and Cox Road Water Line Extension

\*Lawrenceburg Wild Turkey 500,000 Gallon Elevated Storage Tank

\*City of Manchester Pennington Hill pump stations

\*Maysville Utility Commission Lawrence Creek force main

\*City of Paintsville city water line extension and downtown sewer rehab

\* denotes projects Derek managed while working for another firm

## Section D. Team Organization & Personnel



### Marc Leathers, President & Owner

Marc Leathers is the President and owner of Leathers & Associates and has been employed by L&A for 36 years. Six years prior to working full time for the firm, he owned his own construction company. It didn't take him long to realize the positive impact L&A's projects have on communities – especially the kids. When Marc decided to team up with his father, Robert Leathers, and solely focus on L&A's custom playgrounds, his design, management and construction background provided him the perfect balance required to lead L&A over the past 15 years.

As a hands-on owner, Marc is involved in all aspects of the company from design, through project management and construction. In a team working environment, he works together with his staff to ensure the firm is providing top notch design solutions and serves to meet client needs. Marc volunteers on the ASTM committee which helps create safety standards for public playgrounds. He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds.

Marc has project managed and built hundreds of playgrounds both here in the US and internationally. His experience goes far beyond design and project management. He has been in the field managing volunteers and leading playground builds since he was a teenager. His project experience covers community-build, contractor install and a combination of the two. Marc has project managed and lead more than 30 contractor installs recently ranging from \$250,000-\$1.2 million.

#### **Recent Custom Playground Design Experience:**

Shillito Playground - assessment of existing playground equipment and recommendations, Lexington, KY

Tatum's Garden, Salinas, CA

Shiver Me Timbers, Lake Charles, LA

All-Together Playground, Orem, UT

Brooklyn's Playground, Pocatello, ID

Miami Springs Community Playground, Miami Springs, FL

Angel Park, Perry Hall, MD

Valplayso, Valparaiso, IN

Sugar Sand Science Playground, Boca Raton, FL

Kid's Kingdom 2, Andrews, TX

Hope Park, Frisco, TX

Rosenbloom Religious School, Baltimore, MD





## Section D. Team Organization & Personnel



### Jim Houghton - Lead Custom Playground Designer

Jim is an integral part of L&A's creative design team. Before joining L&A, Jim operated his own design studio for close to three decades, doing work which included magazine illustration, technical drawings, advertising and collateral design, book and text book illustration, cartoon strips and more. Jim's responsibilities with our firm include all phases of design, schematics, artist 3D renderings, details and innovative new component designs.

He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds. Jim notes: "When I was a kid, playgrounds looked nothing like they do today. L&A literally invented much of the visual and structural iconography of the modern playground. It's exciting to have the chance to participate in such a legendary organization, and to help develop the next generation of 'essential' playgrounds".

Jim has specialized training in graphic design, illustration, photography, architectural drafting and Computer Aided Design from Tompkins Cortland Community College. As part of Jim's continued education, he has taken courses and workshops on all-inclusive accessible play and playground safety. His designs can be found all-across the country and much of his work focuses on all-inclusive accessible play. He has been with L&A for seven years designing and project managing. During this time, he has designed more than 100 playgrounds and parks. His all-inclusive designs have been recognized internationally as the world's top all-inclusive playgrounds!

#### **Recent Custom Playground Design Experience:**

STAR Park, Ferndale, WA

Tatum's Garden, Salinas, CA

Fort Wildflower, Flower Mound, TX

Shiver Me Timbers, Lake Charles, LA

All-Together Playground, Orem, UT

Heart of the City Playground, Cookeville, TN

Willmar Destination Playground, Willmar, MN

Angel Park, Perry Hall, MD

Tatum's Treehouse, Salinas, CA

Sugar Sand Science Playground, Boca Raton, FL

St. Francis All-Abilities Playground, St. Francis, WI

Zanesville Community Playground, Zanesville, OH

Oak Bluffs Community Playground, Oak Bluffs, MA

Jensen Beach Community Playground, Jensen Beach, FL



## Section D. Team Organization & Personnel



### Kyle Cundy - Leathers Project Manager

Kyle joined L&A's team in 1992. The first ten years she worked directly with our founder, nationally acclaimed architect, Robert Leathers. During that time, she was trained in project management, community organizing and assisted with design work. Today, she enjoys every aspect of the firm from organizing clients in preparation for design days to leading special features design work on community playground builds, and everything in-between. Over the past 25 years she has personally project managed hundreds of playground projects around the world helping successfully guide them from pre-design through construction.

Empowered happy clients—both young and old—is what motivates Kyle to give her very best each day. She finds creative solutions in challenging situations and tackles each task with positive energy. In addition to her strong business skills, Kyle is a talented mosaic artist. Prior to relocating to our FL office, she owned her own mosaic design studio in NY where she taught workshops, lead community mosaic projects and produced commissioned work. Her artwork has been in juried shows, as well as, solo exhibitions. Kyle is skillful in managing and teaching volunteers in the creation of large scale community mosaics.

A kid at heart, she continues to push the limits of play and given the opportunity is always the first to test new play components! Growing up and playing with a cousin that has cerebral palsy, she understands first-hand the importance and benefits of all-inclusive playgrounds. Kyle served on the Community Built Association's (CBA) Board of Directors for three terms and as conference coordinator for four. She has presented and participated in CBA conferences since 1995. She enjoys, promotes and encourages collaborations with other CBA members.

#### **Recent Custom Playground Design Experience:**

Stewart Vincent Wolfe Memorial Playground, Yuma, AZ

Tatum's Garden, Salinas, CA

Willmar Destination Playground, Willmar, MN

All-Together Playground, Orem, UT

Brooklyn's Playground, Pocatello, ID

Jensen Beach Community Playground, Jensen Beach, FL

Angel Park, Perry Hall, MD

Valplayso the Next Generation, Valparaiso, IN

Sugar Sand Science Playground, Boca Raton, FL

Heart of the City Playground, Cookeville, TN

Tamworth Adventure Playground, Tamworth, Australia



## Section D. Team Organization & Personnel



### Bill Hugill - Construction Specialist

For the past 17 years Bill has worked with L&A as a construction consultant. From the east coast to the west coast and all locations around the nation, you will find awesome playgrounds that Bill supervised. From small tot playgrounds to large all-inclusive play spaces – Bill's been a part of them all! His experience spans from the community build model to contractor installs. Bill's experience is extensive and solid.

Among his many great qualities, his outgoing personality and excellent people skills are one of the biggest assets he brings to L&A and the communities he works with. His creativity is evident when working with the design and special features committees in creating unique playground details and artwork. Bill has a can-do, positive attitude and excellent on-site teaching ability. He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds.

He has personally supervised hundreds of successful playground builds. In addition to his experience throughout the US.



### Aaron Chandler - Construction Specialist

Aaron (and his wife) were instrumental in organizing and building a L&A playground in his hometown of Jensen Beach and it was then that we knew he just had to be part of our team! Since that time, he has joined our office staff and traveled all over the United States managing and building awesome playgrounds. His project management, building, architectural and business background come in handy as he organizes and leads groups of volunteers. Whether on a contractor or volunteer build, Aaron is very level headed in all situations, has a positive attitude and upbeat approach.

Aaron's role here in the office extends beyond supervising playground builds, he is also a proficient Project Manager. His extensive building and project management experience proves helpful when staying connected with past projects and assisting communities with plans for playground renovations, retrofits and replacements. In addition to his broad community-build experience, he has also led and organized numerous contractor installs.

He is a nationally certified playground safety inspector (CPSI) and knows the safety standards and guidelines that apply to today's playgrounds. Prior to joining L&A's staff he owned and operated his own construction company for more than 10 years. With four kids of his own, he understands the importance of creative, safe playgrounds!

Bill and Aaron will be available throughout the design process to provide input and guidance as part of L&A's in-house design team. Their years of building experience in the field are an invaluable resource during the design development of our custom playgrounds.



## Section E. Ability to Meet Owner's Established Timeline

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Upon award of the project, Element Design + Team will immediately begin work with LFUCG and Parks & Recreation to establish a milestone project schedule for completion of the Design Phase of the project. We have already begun to look at a preliminary project design schedule outline, and that is included in our Proposed Project Approach. We understand that this is a preliminary approach, and the tasks and goals are likely to flex and change somewhat as we are able to meet as a team to determine project goals and program. We believe Element's proven track record with LFUCG and our approach to design show our ability to meet your schedule.

Our team is structured with Element Design, a local full service site design firm, as the Prime Consultant for a few reasons; but the most important is our ability to fully manage the project on site, with no delay in communication and provide immediate response. In addition to proximity, we offer years of experience working with LFUCG and specifically the Division of Parks and Recreation. This means we have an existing rapport with your staff, we understand many of the concerns and issues from Day 1, we know the local culture, typical site design concerns, permitting processes. There is no project management learning curve with Element at the helm. Although we understand how to manage the project and the team, we also pride ourselves on being creative and flexible, and able to listen and respond to concerns from owners and stakeholders.

We believe our experience working with LFUCG over the past several years has proven our ability to meet even your most aggressive design schedules, all while maintaining communication, design quality and staying and providing accurate cost estimates. The timeline indicated for this project is generous, and provides the necessary time to allow for input and review by multiple stakeholders. We are confident we will be able to meet the January, 2019 project delivery goal stated in the RFP, utilizing the trained approach to project management we've developed over our years of experience, to keep us on target: **Goals, Schedule and Budget, Communication, Quality Control.**

### **Goals**

Before establishing a final project schedule, we believe it is critical to sit down with the client, and determine what the design goals are. Examples of goals for this project will include determining the community input opportunities, sustainability objectives, inclusive play, how much of the existing equipment to salvage, desired playground elements- landscape, equipment and types, landforms, signage, art, etc. With the Goals, we will develop the project Program to serve as our guide throughout the design process. We anticipate this process to take potentially more time than in a typical project, as there will likely be a number of stakeholders involved.

### **Schedule and Budget**

Once we understand fully the goals and the program for the project, we can determine the specifics of the design schedule. We know from the RFP that our work begins in January, 2018 and should be complete by January, 2019. But how we get there will be dependent on the goals we establish together and how we elect to prioritize design phases. Once we understand the priorities of each

## Section E. Ability to Meet Owner's Established Timeline

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design phase together, we will draft a more detailed design schedule that includes defined dates and deliverables for the Site Analysis / Assessment, Public Input, Conceptual Design, Schematic Design and Design Development, and development of final Construction Documents. Throughout each of these phases, we will continue to update the established project budget- first the overall playground design and then Phase 1 and future phases / components.

We believe that the Public Input phases of this project will be extremely critical to the success of this project and are likely to take some extra time up front. Determining stakeholder groups, members, and public groups to address will be necessary very early in the project. Public meetings will require a great deal of preparation work to make them the most informative and creative; while we have a good deal of experience with public facilitation on our own, our partner, Leathers & Associates, excels in this type of public participation and will lead many of these efforts. We will also want to determine how often and at what milestones additional public input will be included to assist with program development, help generate creative ideas, and provide design feedback.

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

### **Communication**

Good project communication is critical to success, and that means regularly scheduled design project meetings. We believe it is critical to set regular meeting or "Check-In" calendar dates early in the project, and stick to them. We find it best to meet in person (for local team members) a minimum of twice monthly and potentially more often as schedule dictates. L&A will be here in person at critical coordination times (particularly during public input / presentations) and will meet with us virtually as well to share ideas, discuss concerns and address project issues. Each meeting will have an established agenda, design deliverables and action items associated with it to ensure that design is moving according to schedule and all parties are aware of project status. We have found this regular, established meeting schedule to be the most helpful tool to keeping projects on track.

### **Quality Control Program**

As Element Design is providing both Site Civil Engineering and Landscape Architectural Design, team coordination and quality control will be accomplished through our weekly In-House Project meetings. While L&A will be providing detailed design for custom playground equipment, Element will continue to manage documentation, to verify project elements are meeting the established project goals and schedule, and identify the final scope of the project that meets with your budget. Throughout the project, Element will be responsible for oversight and coordination of deliverables; our wide variety of project experience allows us to adjust to your project needs

## Section F. Design Services Budget & Hourly Rates

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We anticipate that there will be some additional definition of roles and design needs through the process of the project. However, we understand that you have a defined, maximum budget of \$50,000 for completion of the design services outlines in the proposal. Our proposed breakdown of design services are as follows:

### Cost Allocation:

a. Topo Survey (& allowance for geotechnical investigation if desired (\$):	\$8,000
b. Pre-Design Site Review and Analysis (\$):	\$4,000
c. Public Input Facilitation Phase (\$):	\$10,000
d. SD and Cost Estimation (\$):	\$8,000
e. Construction Documents (\$):	\$19,000
Maximum Guaranteed Contract (All inclusive) (\$):	\$49,000

### Element Design Hourly Rates for Professional Services:

Principal of Firm/Professional (Ramona Fry)– \$125.00

Project Engineer/Landscape Architect  
(Derek Motsch) – \$100.00

Landscape Designer (Billie Motsch)– \$85.00

### Leathers & Associates Hourly Rates for Professional Services:

Principal / Owner of the Firm (Marc Leathers) - \$170

Lead Designer (Jim Houghton)- \$150

Project Designer (Kyle Cundy)- \$140

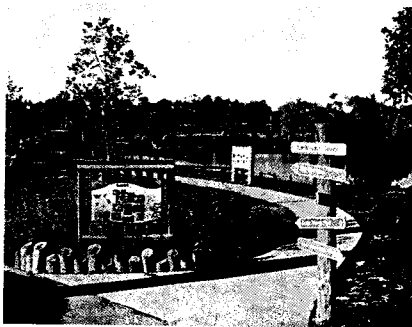
Senior Construction Supervisor (Bill Hugill)- \$140

Construction Supervisor (Aaron Chandler)- \$130

## Section G. Proposed Project Approach

Element Design has worked extensively with LFUCG over the years both as a sub-consultant and a prime consultant. We know and understand how to work with LFUCG- your processes, concerns and regulatory requirements. This allows us to much more easily navigate through the process of providing deliverables at each milestone, assembly of construction and bid documents suitable for Purchasing, and your concerns relative to design details, constructability, and ongoing maintenance and operational issues.

Our experience with LFUCG and Parks in particular are a critical to project success for certain; but with the Shillito Park Playground project, our approach to the project in terms of input, visioning and creativity are just as critical. We've included our typical and successful project approach below, but with the added emphasis on what promises to be a fun and eventful public input and creative process through design.



### Defining Project Success

We believe this project represents a great opportunity in our community. But this opportunity must be carefully designed and thoughtfully managed in order to be successful. We need to understand early what a successful outcome for this project means:

- Community success - this playground design MUST include input from the community and stakeholder groups at multiple points during the design process. This begins by listening- for concerns, ideas, creative thoughts, wishes, visions. It will include opportunities for design participation in charrette format and check-in points for feedback as the design develops. Design success - a space that is beautiful and magical.
- Inclusive success - a playground that welcomes all members of the community across all ages and abilities, in a vibrant and engaging place.
- Educational success - include ways to teach, both literal and subtle, about a variety of topics unique to the region and the site- history, culture, geology, plants, wildlife to name a few.
- Artistic success - places for permanent and temporary public art, for creativity, for imagination. Include ways for visitors (adults and children) to engage the landscape to create.
- Functional success - safe and maintainable
- Family success - we are parents! We understand that a playground is a place for the whole family, and needs to include opportunities for family interaction, observation and fun.

### Design Process

Below is our proposed process to work through the design tasks outlined in the RFP. This is a preliminary approach; we will establish final process and guidelines with you in a collaborative approach to design.

### Establishing Design Goals

Step One in this process is to sit down with your chosen Steering Committee and establish design goals and objectives that will guide us through the process. Because of the unique nature of this project, we already see several goals that we will tackle together in this early visioning session, including:

## Section G. Proposed Project Approach

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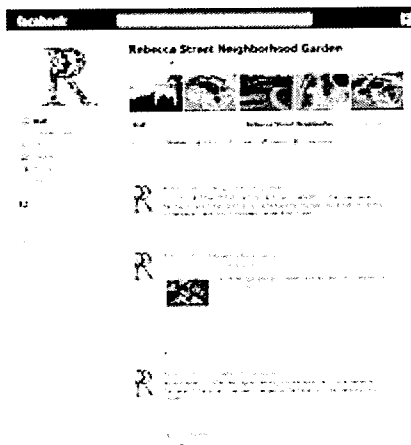
- Public Facilitation- we'll work together to determine the best methodology and appropriate times to bring the community with us in the design process to provide initial input and feedback as the design evolves.
- Playground elements- several specific project elements have been identified in the RFP, including design for multiple age groups, inclusion of interesting plant materials, public art, amenities for seating, shade, fencing, etc. We will work together to use the desired elements to develop a design program for the
- Inclusion of the existing playground structure(s)- the degree to which elements are salvaged, repaired, updated, etc.
- Materials- we will work to define a material palette that works with the theme, is durable, interesting, promotes universal accessibility and provides artistic and educational opportunities.
- Maintenance & Operations - selection of materials and design details that promote a playground that is durable and maintainable.
- Stewardship- inclusion of elements that educate the public about sustainability, but also promote an interest in stewardship and involvement in green practices.

### Public Input

This project is extremely important to the community. The existing playground is beloved, and for good reason. It is warm, promotes creativity, imagination, is comfortable and provides hours of play for families. The Public Input component of this project provides the design team and the community with the opportunity to work together to achieve a successful design. We see public input potentially occurring at several opportunities and across multiple platforms throughout the design process.

- Listening & Big Vision Session(s)- this could be one large session, multiple smaller break out groups (adults, children, public, identified stakeholders, etc.). But this is our opportunity to guide a discussion and do directed listening- we want to hear all of the concerns and ideas the public has to offer. In addition to open sessions and other face to face meeting venues, we have successfully provided online input opportunities, including online surveys and Facebook pages as forums for additional input for other projects, and believe that is a viable option here.
- Design Charrette(s) - there is tremendous opportunity to achieve community buy-in and consensus through allowing the everyone not only a voice, but an chance to pick up a marker and draw their ideas. These can be translated into the final design in many ways - as specific elements, as amenities, as artwork, and provide great creative input and a sense of pride in the final project. Our partner, L&A, is particularly adept at conducting these types of community sessions and will be our lead in this endeavor.
- Feedback - as a design team, we do not want to just scurry away and design the rest of the playground without further input from the community and stakeholder groups. We believe it will be important to schedule a few regular "check-ins" with the community to make sure we're on target, and to explain design decisions along the way. This will help us stay true to the community's vision.

Our deliverable will be a summary of input through each phase.





## Section G. Proposed Project Approach



### Pre-Design Site Review & Analysis

While we are beginning our conversation with you, we will also be starting the process of analyzing the existing site. This will include the site survey provided by this proposal, and also a design assessment of the site. Because L&A has provided the most recent assessment of the condition of the existing playground, they are very familiar with that component of the pre-design work and start us off running. As members of the community who visit the playground often with our own little user groups (children), we also understand what is so magical about the existing playground and what components are best used and key to the design. We will also expand our assessment to include the larger site, with the existing amenities:

- Condition of the existing playground / recommendations for pieces to repair and include (much of it is highly used and prized!)
- Existing landscape to remain
- Sidewalks, parking, access in general
- Restroom facilities, water, seating, lighting, etc.
- Opportunities for interpretation and themes- landscape, the existing creeks, the train, the naturalized areas, etc. are great points to include in the site analysis, as we can use the inherent site features to create more meaning in the playground design.

Our deliverable will be a site survey and analysis report, with any early geotechnical analysis if needed.



### Visioning Session & Charrette

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

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



### Conceptual Design

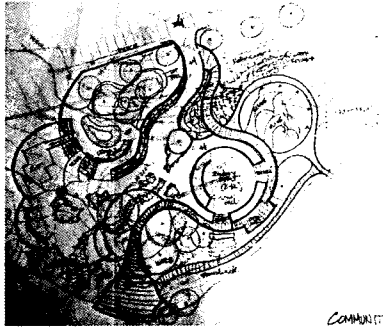
Our team will take all of the information gathered through the previous steps and generate a number of large scale conceptual design ideas that we will then review with your team. This will be a time for very broad ideas and we find the final design often takes its form from a variety of conceptual designs as we work together to determine the best final design concept.

Deliverable - a series of conceptual sketches for the site, ideas for the custom playground pieces, art integration

### Schematic Design

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

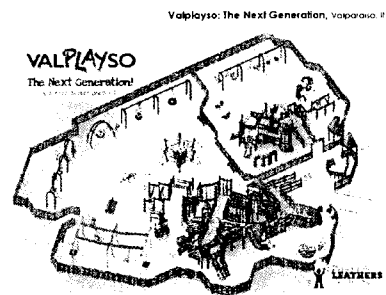
## Section G. Proposed Project Approach



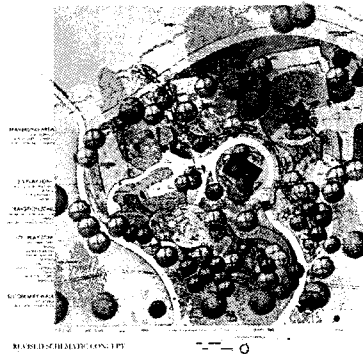
In SD, we take a holistic view of the entire playground design, which will be the most critical part of the design. Here is where we work together to establish the blueprint for the future. We will work to:

- Further find and define the narrative - about the site, about the elements, about the history
- Examine all of the possibilities - themes, equipment, landscape
- Dream the big picture - develop the blueprint for the future and establish how the project will be phased to fit the next components in piece by piece, seamlessly
- Develop renderings and graphic tools to help communicate the design to the client and the community. We envision another "check-in" point or two with the community through Schematic Design

Deliverable documents will include renderings of the site, playground pieces, artistic components and ideas, overall project cost estimate, phasing plan as needed, design narratives



VALPLAYSO  
The Next Generation!



### Construction Documents

Our role as a design team during the CD phase will be to work closely together to develop all of the necessary details that make a project ultimately successful. This will include refining and detailing the way the landscape elements interact with manufactured equipment, which we believe will be of utmost importance to the success of the project. In this phase, we will continue to work closely with LFUCG to make sure our details are conforming to your vision. While Element Design will continue primary management of the project and responsibility for the overall Construction Documents, Cost Estimate and Schedule, L&A will develop the final drawings, details and specifications for all custom playground pieces. We will determine, with you, at this point whether the custom playground documents and any repairs to the existing playground pieces will be by volunteers, by contractor, or by a combination thereof, and will tailor the documents accordingly. Element is extremely well versed at the production of clear and well detailed construction drawings and quality control, and excel in this phase of design.

Deliverable documents - full construction drawing set, full specifications, cost estimate, inclusivity analysis, permits in place

As the design process develops, it is envisioned that LFUCG and the project stakeholders / steering committee will determine the future steps moving toward building the project. Our team will be there to assist in making those decisions based on available budget, volunteers and project complexity.

## Section H. - Appendix Additional Information

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Appendix A Forms

Affidavit

Equal Opportunity Agreement

Work Force Analysis Form

Firm Submittal Page

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

KY Permit and Registration

## Section H. - Appendix Additional Information

### APPENDIX A – REQUIRED FORMS

#### Designer/Consultant Team experience:

	Location	Budget Size (sq.ft.)	Year built	Designer
1.	Lexington, KY	43,500 SF	2015	Element
2.	Elizabethtown, KY	12,000 SF (playgrounds only)	2012	Element
3.	Hopkinsville, KY	8,750 SF	2017	Element
4.	Andrews, TX	11,800 SF	2017	L&A
5.	Orem, UT	18,000 SF	2016	L&A
6.	Perry Hall, MD	15,000 SF	2016	L&A
7.	Valparaiso, IN	16,500 SF	2014	L&A
8.	Wilmar, MN	16,000 SF	2017	L&A
9.	Yuma, AZ	12,000 SF	2015	L&A
10.	Miami Springs, FL	10,000 SF	2016	L&A

#### Questions:

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

Yes \_\_\_\_\_ No  If yes, please explain:

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

Yes \_\_\_\_\_ No  If yes, please explain:

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

Yes \_\_\_\_\_ No  If yes, please explain:

## Section H. - Appendix Additional Information

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

Yes \_\_\_\_\_ No  \_\_\_\_\_ If yes, please explain:

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

Yes \_\_\_\_\_ No  \_\_\_\_\_ If yes, please identify the lawsuit:

**AFFIDAVIT**

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

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

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

Further, Affiant sayeth naught.

Element Design  
\_\_\_\_\_

STATE OF  Kentucky

COUNTY OF  Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*[Handwritten Signature]*

Element Design



WORKFORCE ANALYSIS FORM

Name of Organization: Element Design

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	1		1														
Professionals	6	3	3														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	<b>7</b>																

Prepared by: Lauren Kessler, Marketing Director Date: 11, 06, 17  
(Name and Title) Revised 2015-Dec-15

**Appendix: Firm Submittal Page**

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Firm Submitting Proposal: Element Design

Complete Address: 366 South Broadway Lexington, KY 40508  
**Street** **City** **Zip**

Contact Name: Ramona Fry Title: Principal

Telephone Number: 859.389.6533 Fax Number: 859.389.6534

Email address: ramona@element-site.com

## Appendix: LFUCG MWDBE Participation Form



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # RFP # 42-2017

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

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

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

Element Design  
**Company**  
11.08.2017  
**Date**

Ramona Fry, RLA  
**Company Representative**  
Principal  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
 Bid/RFP/Quote Reference # RFP # 42-2017

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

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

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

Element Design \_\_\_\_\_  
 Company  
 11.08.17 \_\_\_\_\_  
 Date

Ramona Fry, RLA \_\_\_\_\_  
 Company Representative  
 Principal \_\_\_\_\_  
 Title

## Appendix: LFUCG Quote Summary Form



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # RFP # 42-2017

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

Company Name Element Design	Contact Person Ramona Fry, RLA
Address/Phone/Email 366 South Broadway Lexington, KY 40508	Bid Package / Bid Date RFP # 42-2017 / 11.08.17

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

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

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

Element Design

Company

11.08.17

Date

Ramona Fry, RLA

Company Representative

Principal

Title

# Appendix: LFUCG Subcontractor Monthly Payment Form



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** RFP # 42-2017

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

Element Design  
**Company**  
11.08.17  
**Date**

Ramona Fry, RLA  
**Company Representative**  
Principal  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** RFP # 42-2017

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 bidder's 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 Economic Engine and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 MWDBE 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.

Element Design

\_\_\_\_\_  
Company  
11/08/2017

Date



\_\_\_\_\_  
Company Representative  
Principal

Title



**GENERAL PROVISIONS**

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

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

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

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

- (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

## Appendix: LFUCG General Provisions

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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.



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Signature

11.08.18

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Date

## Appendix: KY Permit and Registration

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

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


Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-17

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

Firm Name	Individual	Discipline	Registration #	Registration Expire Date
Element Design	Derek Motsch	Civil Engineering	26439	6-30-2017
Element Design	Ramona Fry	Landscape Arch	661	6-30-2017

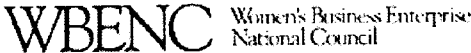
**STATEMENT OF COMPLIANCE**

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

 _____ AUTHORIZED SIGNATURE	Ramona Fry _____ Printed Name
Principal _____ Title	11.08.17 _____ Date

**Appendix:**

Element Design is certified woman owned business enterprise. Our certification has been granted through the Women's Business Enterprise National Council (WBENC). The WBENC is the largest independent certifier of women owned business enterprises in the country and is recognized both nationally and locally.



hereby grants

**National Women's Business Enterprise Certification**

to

**Element Design, PLLC**

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: September 30, 2015  
Expiration Date: September 30, 2018  
WBENC National Certification Number: 2005127527

WBENC National WBE Certification was processed and validated by  
Ohio River Valley Women's Business Council, a WBENC Regional Partner  
Organization.

*Sheila Mixon*  
Executive Director



Authorized by Sheila Mixon, Executive Director  
Ohio River Valley Women's Business Council

NAICS: 541320, 541330  
UNSPSC: 70131701, 77101600, 81101500, 93142001



Element Design is certified woman owned business enterprise. Our certification has been granted through the Commonwealth of Kentucky.

MATTHEW G. BEVIN  
GOVERNOR



WILLIAM M. LANDRUM III  
SECRETARY  
FINANCE AND ADMINISTRATION CABINET

**MWBE** MINORITY & WOMEN  
BUSINESS ENTERPRISE

This certificate acknowledges that  
*Element Design, PLLC*  
has been certified as a Women Business Enterprise  
by the Commonwealth of Kentucky.

Handwritten signature of Matthew G. Bevin.

MATTHEW G. BEVIN  
GOVERNOR



Expiration: December 30, 2019

Handwritten signature of William M. Landrum III.

WILLIAM M. LANDRUM III  
SECRETARY  
FINANCE AND ADMINISTRATION CABINET