

Agreement

THIS AGREEMENT, made and entered into on this 4th day of March, 2014, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "LFUCG" or "GOVERNMENT"), and **DREAMLAND SKATEPARKS, LLC**, whose address is 960 SE Highway 101, PMB 384, Lincoln City, Oregon 97367-2622, (hereinafter referred to as "CONTRACTOR").

1. Incorporated Documents

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

RFP #35-2013 - Exhibit "A" (the "RFP")

CONTRACTOR's Response dated December 6th, 2013 -Exhibit "B".

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. 35-2013 (Exhibit "A").

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

2. Scope of Work

The Scope of Work includes, but is not limited to the CONTRACTOR providing design and construction services for the Berry Hill Skate Park as outlined in RFP #35-2013 Berry Hill Skate Park Design-Build Services ("Exhibit "A") and the CONTRACTOR's Response dated December 6th, 2013 ("Exhibit "B").

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

3. Design Criteria Package Review

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

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

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

4. Contract Time

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

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

5. Contract Price

LFUCG shall pay the CONTRACTOR in accordance with Terms and Conditions of the Contract the lump sum of Five Hundred Thousand dollars (\$500,000), subject to any adjustments in accordance with the Contract. Said sum shall cover all costs and fees incurred or required for the completion of the Project. Payments shall be made in accordance with paragraph 6, below.

6. Progress Payments

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

Five percent (5%) of all monies earned by CONTRACTOR shall be retained by

LFUCG until Final Acceptance by LFUCG. Any interest earned on retainage shall accrue

to the benefit of LFUCG. All requests for retainage reduction shall be in writing in a separate stand alone document. No retainage shall be applied to the design portion of the services with the exception of CA.

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

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

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

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

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

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

7. Liquidated Damages

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

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

shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other LFUCG contract until such indebtedness is paid in full to LFUCG.

8. **Schedule of Values**

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

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

9. **Project Schedules**

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

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

Content of Schedules; show or indicate the following:

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

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

In addition the CONTRACTOR shall provide:

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

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

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

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

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

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

11. Progress Meetings

LFUCG shall conduct a pre-construction conference prior to the commencement of the Work. CONTRACTOR shall hold progress and coordination meetings as required by the LFUCG's Project Manager, to provide for the timely completion of the Work.

CONTRACTOR shall arrange and conduct regular bi-weekly job site Project status

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

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

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

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

12. Request for Information

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

13. Project Site Facilities

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

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

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

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

14. Temporary Facilities, Utilities, and Construction

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

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

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

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

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

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

15. Project Testing Services

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

LFUCG at its sole discretion may conduct separate independent testing for verification purposes. In instances where LFUCG's testing does not verify the testing provided by the CONTRACTOR, the CONTRACTOR shall arrange for re-testing of the Work or replacement of the Work at its own cost. Where the CONTRACTOR has re-testing performed LFUCG's Project Manager shall be notified in advance of such testing. Should such testing confirm LFUCG's findings the CONTRACTOR shall replace or correct all Work necessary to ensure compliance with the Contract Documents. In such instances all re-testing, re-work, and delays are the sole responsibility of the CONTRACTOR. Any delays or costs to the CONTRACTOR for testing or re-work that may result shall not form the basis for any claim by the CONTRACTOR. CONTRACTOR shall be responsible for the costs associated with all testing by LFUCG where the Work is found to not be in compliance with the Contract Documents. Costs for such retests shall be deducted from pending invoices.

16. Security

The site where the Work is to be performed may not be a secure site and the public may have access to the site. The CONTRACTOR shall have sole responsibility for the security of all Work materials, tools, equipment and Work at the Project(s) site.

LFUCG shall not be liable for any damage or loss to such materials, tools, equipment and Work and the CONTRACTOR shall be responsible for the repair or replacement of all Work such materials, tools, and equipment.

17. Construction Signage

Where required by the Contract Documents the CONTRACTOR shall provide construction signage.

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

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

19. Lines and Grades

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

20. Progress Photos

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

21. Assignment

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

22. Applicable Law.

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

Design Responsibility

1. Design Services

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

2. Subconsultants

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

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

3. Ownership of Documents

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

4. Delivery upon Request or Cancellation

Failure of the CONTRACTOR to promptly deliver all such documents, both hard copy and digital, to the LFUCG's Project Manager or designee within ten (10) days of cancellation, or within ten (10) days of request by LFUCG, shall be just cause for LFUCG to withhold payment of any fees due CONTRACTOR until CONTRACTOR delivers all such documents. Consultant shall have no recourse from these requirements.

5. Error and Omission Issues

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

6. CONTRACTOR's Key Staff

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

7. Truth-In-Negotiation Certificate

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

8. Scope of Services

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

9. Basic Services

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

CONTRACTOR shall submit at least one (1) electronic set of all documents and five (5) copies of documents required under this Article, without additional charge, for review and approval by LFUCG. CONTRACTOR shall not proceed with the next task of the design Work until the documents have been approved, in writing, by LFUCG, and an Authorization to Proceed with the next task has been issued by LFUCG.

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

DEVELOPMENT OF OBJECTIVES:

- I. CONTRACTOR shall confer with representatives of LFUCG, its Project Manager, and other stakeholders to develop several options for how the various elements of the project will be designed and constructed.
- II. CONTRACTOR shall confer with representatives of LFUCG, its Project Manager, and other stakeholders in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the creation of Construction Documents. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called

Designs.

- III. CONTRACTOR shall prepare written descriptions of the various options and shall participate in presentations to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials. The acceptance of any option shall be at the sole discretion of LFUCG.
- IV. CONTRACTOR shall hire the appropriate subconsultant to provide utility coordination services, which are not in-house. Such services shall include the location of all site structures including all utility structures and facilities as well as all underground utilities.

SCHEMATIC DESIGN:

Design Concept and Schematics Report

- I. Based on the approved development option the CONTRACTOR shall prepare and present four (4) copies, in writing and at an oral presentation if requested, for approval by LFUCG, a Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Statement of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports.
- II. Schematic Design Studies consist of site plan(s), floor plans (where applicable), elevations, sections, and all other elements required by Design Criteria Professional or Project Manager to show the scale and relationship of the components and design concepts of the whole. The floor plans may be single-line diagrams. A simple perspective rendering or sketch, model or photograph thereof may be provided to further show the design concept.
- III. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the statement of Probable Construction Costs exceeds allocated funds by more than ten (10%) percent, the CONTRACTOR shall update its documentation, at no additional cost to LFUCG, to reflect this reduced scope. Any "Statement of Probable Construction Costs" prepared by Design-Build Firm represents a reasonable
- IV. Estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.
- V. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, construction, and post construction services.
- VI. Constructability Review reports shall be conducted by LFUCG at design stages deemed necessary by the LFUCG's Project Manager. CONTRACTOR shall provide five additional deliverable plan sets for distribution, by LFUCG, to others for this purpose. There shall be an established deadline for review report submission back to LFUCG. CONTRACTOR shall provide written responses to all comments within two weeks and shall maintain files of all related review reports and response reports. If necessary, LFUCG may coordinate Constructability Review meetings with some or all of the reviewers with

CONTRACTOR present to discuss specific issues. In addition to the Constructability Review process mentioned above, LFUCG reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by LFUCG. Any findings as a result of said Peer Review would be addressed by CONTRACTOR, and if requested by LFUCG, would be incorporated into the design documents, at no additional cost to LFUCG and no extension of time to the schedule.

DESIGN DEVELOPMENT:

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

- I. The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, and sections, 3-D representation in the form of renderings or model), outline specifications, and other documents.
- II. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 1. Plan sections and elevations
 2. Typical construction details
 3. Final materials selection
 4. Construction phasing plan
- III. The updated Development Schedules shall show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. CONTRACTOR will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
- IV. Provide updated Statements of Probable Construction Cost. If either statement of Probable Construction Cost exceeds allocated funds by more than ten (10%) percent, CONTRACTOR shall prepare recommendations for reducing the scope of that particular Project in order to bring the estimated costs within allocated funds.

Design-

 - i. Build Firm shall update its documentation, at no additional cost to LFUCG, to reflect this reduced scope.
- V. Constructability Review reports.

10. Basis of Design

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

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

- Initial proposal submittal
- 50% Preliminary Design
- 100% Preliminary Design
- 50% Construction Documents
- 100% Construction Documents

11. Code Analysis Reports and Plans

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

12. Project Timeline

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

13. Additional Design Services

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

CONSTRUCTION DOCUMENTS

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

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

ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Construction Phase will begin upon commencement of construction and will end when the CONTRACTOR has provided to LFUCG all post construction services, including documents, As-Built drawings, CONTRACTOR's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to LFUCG and LFUCG approves the final payment to the CONTRACTOR. During this period, the CONTRACTOR shall provide administration of the construction contract as provided by this Contract, and as provided by law.
2. The Project Manager, as the representative of LFUCG during the Construction Phase, shall advise and consult with LFUCG and shall have the authority to act on behalf of LFUCG to the extent provided in the General Conditions and the Supplementary Conditions of the construction contract and their agreement with LFUCG.
3. LFUCG or its, respective representatives shall visit the site to conduct field observations, at a minimum on a weekly basis, and at all key construction events; to ascertain the progress of the Project and shall visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Consultant shall provide any site visits necessary for certification if required by the authorities having jurisdiction. Threshold inspection shall be provided by the CONTRACTOR at no additional cost to LFUCG. LFUCG or its representatives shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work. The Consultant will be responsible for writing minutes of all meetings and field inspections report, as well as the distribution of the minutes. Consultant and Subconsultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.
4. Based on observations at the site and consultation with LFUCG, the Consultant shall determine the amount due the CONTRACTOR based on the approved schedule of values and shall recommend approval of such amount as appropriate. This recommendation shall constitute a representation by the Consultant to LFUCG that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that, the quality of the Work is in accordance with the Contract and the CONTRACTOR is entitled to amount stated on the requisition subject to:
 - a. a detailed evaluation of the Work for conformance with the contract upon substantial completion;
 - b. the results of any subsequent tests required by the contract;
 - c. minor deviations from the contract correctable prior to completion;
 - d. any specific qualifications stated in the payment certificate and further that the CONTRACTOR is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.
5. Prior to recommending payment to the CONTRACTOR, the project manager will prepare a written statement to LFUCG on the status of the Work relative to the Construction Schedule, which shall be attached to the CONTRACTOR's payment application. Such statement shall be prepared immediately following the requisition field meeting.
6. The LFUCG's project manager shall be the interpreter of the requirements of the Contract

Documents and the judge of the performance thereunder. The project manager shall render interpretations necessary for the proper execution or progress of the Work upon written request of either LFUCG or the CONTRACTOR.

7. The LFUCG's project manager shall have the authority to recommend rejection of Work, which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, the project manager considers it necessary or advisable to insure compliance with the Contract Documents, the project manager will have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the Project, or installed and completed.
8. The LFUCG's project manager shall promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the CONTRACTOR. Changes or substitutions to the construction documents shall not be authorized without concurrence of the LFUCG's Project Manager and/or. The project manager shall upon receipt of shop drawings, samples, RFI's or other submittals by the CONTRACTOR, timely review and return the shop drawings or submittals to the CONTRACTOR with comments indicating either approval or disapproval.
9. The LFUCG's project manager shall examine the Work upon receipt of the CONTRACTOR's request for substantial completion inspection of the Project and shall, prior to occupancy by LFUCG, recommend execution of a "Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The project manager shall in conjunction with other representatives of LFUCG, and the CONTRACTOR prepare a punch list of any defects and discrepancies in the Work required to be corrected by the CONTRACTOR in accordance with all applicable codes/regulations. Upon satisfactory completion of the punch list the project manager shall recommend execution of a "Certificate of Final Acceptance" and final payment to the CONTRACTOR. Upon satisfactory completion of all items on the punch list all necessary closeout documentation shall be submitted by the CONTRACTOR, including but not limited to all guarantees, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the Contract before final acceptance shall be issued to the CONTRACTOR.
10. The LFUCG's project manager shall review the CONTRACTOR's "as built" drawings and submit them to LFUCG upon approval. The CONTRACTOR is responsible for preparing the "as built" drawings.
11. The CONTRACTOR shall furnish to LFUCG the original documents, including drawings, revised to "as-built" conditions. In preparing the "Record Set" documents any certification required under this Contract including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the CONTRACTOR. The original documents as well as the "Record Set" shall become the property of LFUCG. A reproducible set of all other final documents will be furnished to LFUCG free of charge by the CONTRACTOR. The CONTRACTOR shall furnish to LFUCG one complete set of "Record Set Drawings", in Auto CADD or such other format acceptable to LFUCG.
12. The CONTRACTOR shall furnish to LFUCG a simplified site plan reflecting "as-built" conditions with graphic scale and north arrow. Two sets of drawings shall be furnished on 24" x 36" sheets and one electronic copy.

Schedule of Values

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	9 %	\$ 4,000.00
Concept Schematic Design	9 %	\$ 4,000.00
Advanced Schematic Design	7 %	\$ 3,000.00
Design Development	14 %	\$ 12,000.00
50% Construction Documents	23 %	\$ 10,000.00
90% Construction Documents	14 %	\$ 10,000.00
100% Construction Documents	9 %	\$ 5,000.00
Permitting	2 %	\$ 4,000.00
Construction Administration	0 %	\$ 1,000.00
Substantial Completion Deliverables	0 %	\$ 0
Final Completion Deliverables	0 %	\$ 0
Post Occupancy Inspection & Report	0 %	\$ 0
Not to Exceed Allowance for Reimbursable Expenses (if applicable)	1 %	\$ 500.00
Total Design Fees (Not to Exceed)	100%	\$ 43,500.00

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

Phase	Item Amount	Sub-Total/Total Fee
Guaranteed Maximum Cost of the Work	\$?	?
SUB-TOTAL		\$ — ?
Guaranteed Maximum Staffing Costs	\$ 150,000.	
Guaranteed Maximum General Conditions	\$ 231,500	
SUB-TOTAL	381,500	\$ 381,500.00
Overhead & Profit	\$ 60,000.00	
SUB-TOTAL		\$ 60,000.00
Bond & Insurance this is part of the General Conditions	\$ 15,000.00	
Guaranteed Maximum Construction Price		\$ 456,500.00

Costs

Construction

Guaranteed Maximum Price (GMP)	500,000.00
--------------------------------	------------

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

Lump Sum: \$ 500,000.00

five hundred thousand dollars.

Written Amount

Contract Execution Form

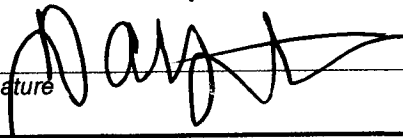
THIS Contract made this March day of 4th in the year 2014 by and between Lexington Fayette Urban County Government, hereinafter called the "LFUCG," and Dreamland Skateparks, LLC

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

WITNESS/ATTEST

Dreamland Skateparks, LLC


Signature


Signature

Danye/Scott Co-Owner Dreamland Skateparks
Print Name, Title Print Name, Title of Authorized Officer or Official

ATTEST: Mark Scott

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

ATTEST:

LFUCG

Matthew Mallory Deputy
LFUCG Clerk

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KPD Insurance, Inc. 10300 SW Greenburg Rd Ste 200 Portland OR 97223	CONTACT NAME: Leslie Weseman PHONE (A/C, No, Ext): 503-892-0550 FAX (A/C, No): 503-892-0700 E-MAIL ADDRESS: leslew@kpdinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Houston Specialty Ins Co. INSURER B : Ohio Security INSURER C : Kinsale Insurance Company INSURER D : INSURER E : INSURER F :
INSURED DREA01C Dreamland Skateparks, LLC PMB# 384 960 SE Hwy 101 Lincoln City OR 97367	

COVERAGES CERTIFICATE NUMBER: 1648086911 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TEN13353	12/7/2013	12/7/2014	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS55822479	12/7/2013	12/7/2014	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01000160010	12/7/2013	12/7/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Lexington-Fayette Urban County Government: The County, its officers & agents are included as additional insured per form CG2010 (0704) but only as per written contract.

CERTIFICATE HOLDER Lexington- Fayette Urban County Government 200 E Main St Lexington KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

HOUSTON SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 07 04

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations (s):	Location(s) Of Covered Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. This insurance does not apply to "bodily injury", "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurety NW, Inc. 8931 SE Foster Rd., Suite 200 Portland, OR 97266	CONTACT NAME: PHONE (A/C, No, Ext): (503) 777-3700		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Mears Design Group 11680 SW 113th Place Tigard, OR 97224	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty Ins Co of America		19046
	INSURER B: The Travelers Indemnity Company of Connecticut		25682
	INSURER C: Travelers Property Cas. Co. of America		25674
	INSURER D: Darwin Select Ins Co		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6801907N980	01/30/2014	01/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP3D945486	01/30/2014	01/30/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB4364P78513	09/03/2013	09/03/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab			03044990	03/19/2013	03/19/2014	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project | Lexington-Fayette Urban County Government 200 East Main Street Lexington, Fayette County, KY 40507

CERTIFICATE HOLDER

Dreamland Skateparks
 Attn: Mark Scott
 960 SE Hwy 101
 PMB 384
 Lincoln City, OR 97367

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2013 BERRY HILL SKATE PARK DESIGN-BUILD SERVICES** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **December 6, 2013**.

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 #35-2013 BERRY HILL SKATE PARK DESIGN-BUILD SERVICES

If mailed, the envelope must be addressed to:

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

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

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

PRE-PROPOSAL MEETING AND QUESTIONS:

A non-mandatory **pre-proposal meeting** to be held on **Wednesday, November 20, 2013** at **10:00 AM** local time at Berry Hill Park, 3489 Buckhorn Drive, Lexington, KY 40515.

Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Friday, November 22nd at 2:00 PM local time.**

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

SUBMITTALS

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a CD or flash drive and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in

Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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 PROCESS:

An evaluation review committee (“Committee”) will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and point factors. The evaluation committee may seek outside expertise, including, but not limited to, input from technical advisors, to assist in evaluating proposals.

A short list of Contractors, based on the highest scores, may be selected for telephone or group interviews if deemed necessary. If interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

	Item	Points Available
A	Cover Letter and Proposal Quality	5
B	Narrative explaining the firm’s qualifications	5
C	Past experience, projects and qualification	45
D	Key Personnel	10
E	Provide additional information for the individuals listed in section D	10
F	Project Timeline	3
G	Schedule of values, hourly rates and Administrative overhead (as a %) for managing additional construction above and beyond the original scope.	3
H	Project Methodology and approach	10
I	Warranty	2
J	Questionnaire	2
K	Degree of local employment and economic impact	5
Total Points:		100

Questions regarding this RFP shall be addressed to:

Theresa Maynard
Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

Deadline for questions shall be Friday, November 22nd at 2:00 PM local time.

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.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
RFP#35-2013 Berry Hill Skate Park Design/Build Services**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, 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

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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."

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.

Continued on next page

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
_____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

SPECIAL INSTRUCTIONS TO THE RESPONDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: _____

Dollars, (\$ _____), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for

_____ (project name) _____ in accordance with drawings

and specifications prepared by: _____ (the Engineer) _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

BY: _____ (s)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

Surety

BY: _____
Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

(Address)

TITLE: _____
Surety

TITLE: _____

BY: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PART VII
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars (\$) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for

_____ **(project name)** _____ in accordance with drawings and

specifications prepared by: _____ **(the Engineer)** _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL) BY: _____(s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

(Address)

(Address)

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

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

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

Prepared by: _____
Name & Title

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

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

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 MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

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

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.

- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
ttyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
dharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**
www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MBE/WBE 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.

MBE/WBE 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 MBE/WBE 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

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Date

Company Representative

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- _____ Sponsored Economic Inclusion event to provide networking opportunities
- _____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- _____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- _____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- _____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- _____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- _____ Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed

- pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

SOLICITATION
for
DESIGN-BUILD SERVICES

Berry Hill Park Skate Park – 3489 Buckhorn Dr.
Lexington, KY 40515

I. Introduction

The Lexington-Fayette Urban County Government (LFUCG) is seeking a consultant to provide conceptual design, final design, construction documents and final turn key construction services for a new, non-supervised, pour-in-place concrete skateboard park. Some pre-cast concrete elements may be considered upon the review and approval from LFUCG.

The current budget for this project is \$500,000 (base) with option to add additional features/sections up to another \$500,000. Design fee, overhead and profit should be calculated in addition to the base construction budget. When taking into account the construction budget, this project will exceed the threshold for KY State Prevailing Wages. The design scope shall be limited to the actual skating surface (and any approaches, barriers, etc. that are required for safety). The Division of Parks and Recreation staff will provide landscape architectural services for the design of amenities associated with the skate park such as required parking improvements (ADA), connecting sidewalks, non-skate benches for parents/caretakers, landscape plan, security lighting, storm water mitigation, etc. It is expected that the consultant will work closely with Parks staff to develop a seamless set of design drawings.

II. Project Goals

- The skate park shall address the needs of beginner through experienced skaters and bikers and provide a variety of both transition style skate features as well as street elements. The design and construction of a first class unique destination skate park that creates an economic benefit to the community at-large is one of the primary goals of this project.
- Public input shall be gathered by the consultant and the needs and desires of citizens and user groups shall be incorporated into the design. It is anticipated that there will be at least two formal public meetings held at which the Consultant's attendance shall be required. After the initial charrette, the Contractor should provide a preliminary design that reflects the needs and concerns communicated during the initial meeting while allowing for additional input and feedback to potentially modify and alter their proposed approach for the final construction product. The final skate park design is to be based on input received from all stakeholders and the Contractor's professional experience. Significant deviation from the final design, during the construction document phase and/or construction, shall be reviewed and approved in writing by LFUCG.
- The new skate park shall respond to what is currently available at Woodland Park in Lexington and not overlap or duplicate what is available there to a large degree.

- A portion of the skate park should be designed so it is ADA accessible, utilizing approaches and features that lend themselves to use by sport wheelchairs.
- Stormwater runoff from the impervious skateboard park surface shall be mitigated. Parks staff will design the treatment feature, but the skate park designer(s) shall provide within the design a means to collect all runoff from the skate surface and deliver to a single point of discharge.
- The design shall take into account long term maintenance and sustainability.

III. Project Details

- A.** The scope of work includes conceptual design, final design, construction documents and final turn key construction of the skate surface. Consultant shall be responsible for evaluating existing site conditions and engineering whatever is necessary to provide suitable structural subgrade for the skate park. It should be noted that the site to be used is the location of a former swimming pool. The pool has been demolished and all materials removed; the remaining void was filled with gravel, capped with topsoil and seeded.
- B.** It is expected that once public and staff input has been gathered utilizing at least one (1) formal public meeting and any other methods proposed (focus group meetings, social media, electronic survey, email, etc.), the Consultant shall submit a preliminary design and specifications for review. Once approved by staff and steering committee, the Consultant shall display plans at a second public meeting to take comment. Using this input, the Consultant will then prepare detailed design plans and specifications for staff review and approval before beginning construction. The Consultant shall seek opportunities for value engineering in both the design and construction phases.
- C.** When applicable, the design shall take into account all LFUCG Standards as well as all local, state and federal laws, statues and codes. Specifications shall be based on common construction industry standards.
- D.** The Consultant shall submit a proposed construction schedule for review and approval. It is preferred that the construction be completed in 180 days or less. Allowances will be made for documented weather days.
- E.** Permits specific to the skate park are the sole responsibility of the Consultant. Permits applicable to the entire construction site shall be submitted by the Owner with the Consultant being responsible for adhering to all restrictions and conditions during construction. It is anticipated that this site shall require a Land Disturbance Permit (SWPPP) from the KY Division of Water as well as local approval from the Divisions of Engineering and Water Quality. All BMPs shall comply with LFUCG Engineering and Stormwater Manuals (available online).
- F.** Pre-Construction and Progress Meetings shall be scheduled prior to construction. It is expected that the same representative from the Design-Built Group will attend all of these meetings. The Division of Parks and Recreation will supply a single point of contact (project manager) to act on

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

IV. Submittal Requirements and Criteria

Proposals submitted in response to this RFP *must* follow the specifications and outline set forth herein. Only those Contractors providing complete information as requested will be considered for evaluation. Any major deviation or exceptions from these specifications may be cause for rejection of the proposal at LFUCG's discretion. The ability to follow these instructions demonstrates attention to detail. The content and sequence of proposals are to be as follows:

- A. Cover Letter, 5 points: Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal. The Cover Letter must include the following:
 - a. Project Title
 - b. Name and Address of the entity submitting the proposal
 - c. Date entity was established
 - d. Name(s) of the person(s) authorized to represent the Contractor in any negotiations
 - e. Name(s) of the person(s) authorized to sign any contract that may result
 - f. Contact person's name, mailing or street addresses, phone and fax numbers and email address
 - g. Original signature of person listed in section (e) above.
- B. Narrative explaining the firm's qualifications for the project (no more than two pages), 5 points
- C. Summary of firm's recent (10 year) experience in similar/representative design-build projects 5 of which must be at least 5 years old, 45 points. Photographs of these projects are highly encouraged. Please use the form provided in Attachment A.
- D. Identify key personnel and their specific project roles in regards to skate park design and construction including but not limited to, 10 points:
 - a. Project manager
 - b. Primary party responsible for skate park design
 - c. Primary party for storm water management design related issues
 - d. Primary party for professionally engineered skate park construction drawings
 - e. Primary party responsible during the construction phase
- E. Provide the following additional information for the individuals listed above, 1 points:
 - i. Experience with similar or related projects of this size and scope which have been constructed during the past 60 months.
 - ii. Group experience and work performed on similar or related projects of this size and scope.
 - iii. Based on a 40 hour week what percentage of the project managers typical work week will be devoted to overseeing the entire project during construction.
 - iv. Written assurance that the key individuals listed and identified will be performing the work and not be substituted with other personnel or reassigned to another project without LFUCG's approval
- F. Ability to meet Owner's established timeline, 3 points. Please provide your proposed timeline in **Attachment C**.

- G. Please provide proposed preliminary schedule of values utilizing the form included in **Attachment D**, 3 points. Also provide hourly rate for key personnel including sub-consultants as well as any Administrative overhead (as a %) for managing additional construction above and beyond the original scope.
- H. Consultant shall provide a clear and specific summary of proposed methodology to achieve the goals expressed in this RFP (no more than 2 pages), 10 points. 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. One of the primary goals of this project is to ultimately provide a first class unique attraction thus providing a positive impact on the local economy. The Contractor should provide a clear and concise understanding of the project based on the information given as well as project goals and requirement. For each work task, the Contractor shall:
- a. Describe each work task or activity and the final products resulting from that task
 - b. Describe which team members will lead each work task
 - c. Describe how input from the City will be requested, evaluated and incorporated into the skate park design.
 - d. Identify how the discussion will be framed, what questions will be asked and how the information will be recorded.
 - e. Describe the time frame estimated to complete each task.
 - f. Describe how the funds will be allocated for each phase (conceptual design, construction documents, construction, and contract close-out).
- I. All warranty, guarantee, or other information regarding the expected life of the features and their ability to endure use and abuse, 2 points. Warranties will not commence for the installed elements until LFUCG has given the successful bidder written acceptance at construction completion. Please include information regarding what warranty would apply to the skate park with your bid in **Attachment E**.
- J. Please complete the questionnaire provided in **Attachment F**, 2 points.
- K. Level of local employment: Based on proposed construction cost, please indicate the percentage of the construction services anticipated to be provided by local businesses, 5 points.

Notes:

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

Also, Consultants SHALL NOT submit proposed conceptual drawings as part of this RFP. If submitted, they will be disregarded and removed from the proposal before being evaluated. It is an expressed goal that the design be derived from a collaborative process of public involvement and in-depth site analysis.

V. Clarification During Review Process

During the evaluation process, the City has the right to request additional information and presentations for clarification in order to understand the Contractor's view and approach to the project and scope of the work. The City further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final Contractor contract.

VI. Timeline & Funding

Design work must be completed by February 2014; construction completed by November 2014. The project budget is \$500,000. LFUCG reserves the right to increase the construction budget up to an additional \$500,000 if grant or private funds are acquired prior to construction. In this event, an increase in fee shall be negotiated based on the figure submitted for administrative overhead.

VII. Special Conditions

The Design Consultant shall have completed a minimum of twenty (20) all concrete cast in place skateboard parks of 7500 SQ FT or greater. Of those facilities, at least five (5) must be at least 5 years old, still open and operating.

Attachment B: Key Personnel Resume (As noted in IV.D)

- Project Manager
- Primary party responsible for skate park design
- Primary party for storm water management design related issues
- Primary party for professionally engineered skate park construction drawings
- Primary party responsible during the construction phase

Attachment C: Proposed Project Timeline (Based on information provided in sections IV.F & VI)

Attachment D: Schedule of Values and Hourly Rates (as noted in IV.G)

Berry Hill Skate Park Proposed Preliminary Schedule of Values

Total Available Funding: \$500,000

Item	Estimated Cost	%	Comment
Site Furnishings, Landscaping & Amenities			TBD by Parks & Recreation
Contingency			
Permitting & Other Soft Costs			
Proposed Design Fee			
Estimated Construction Cost			
OH & Profit			
Total			

Proposed unit prices for additional work:

- A. Project Manager Fee (% of Change Orders Cost): % _____
- B. Skate Park Designer Fee: (\$/HR) _____
- C. Registered Professional Engineered construction drawings Fee: (\$/HR) _____
- D. Construction Management Fee: (\$/HR) _____
- E. Other: Please Explain

Attachment E: Warranty Coverage Statement (IV.I)

Attachment F (IV.J)

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:

Appendix A: Proposed Project Site



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

PROJECT NO. 034-H-01184-13-8

_____BLDG ___x___HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

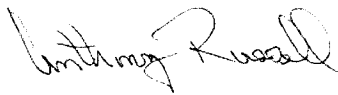
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$24.92
		FRINGE BENEFITS	11.80

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:			
Bricklayers:		BASE RATE	\$24.31
		FRINGE BENEFITS	11.40
Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42
Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:			
Carpenters:	BUILDING	BASE RATE	\$21.98
(Includes Drywall Finisher)		FRINGE BENEFITS	12.70
Piledrivermen:	BUILDING	BASE RATE	\$22.48
		FRINGE BENEFITS	12.70
Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50
Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50
Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$15.51
		FRINGE	.59

ELECTRICIANS:		BASE RATE	\$29.48
		FRINGE BENEFITS	14.36

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$31.86
		FRINGE BENEFITS	11.63
EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$28.48
		FRINGE BENEFITS	10.94
GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.87
		FRINGE BENEFITS	9.03

ELEVATOR CONSTRUCTORS:

BASE RATE	\$30.46
FRINGE BENEFITS	8.92

GLAZIERS:

BASE RATE	\$24.15
FRINGE BENEFITS	11.45

IRONWORKERS:

BASE RATE	\$26.47
FRINGE BENEFITS	19.56

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleleman and gunnite nozzle machine operator, sand blaster nozzleleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer-nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air): BUILDING

*BASE RATE	\$21.91
FRINGE BENEFITS	10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$14.96
FRINGE BENEFITS	0.00

Setters:

BASE RATE	\$21.89
FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OECP CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING

BASE RATE	\$27.90
FRINGE BENEFITS	13.90

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, guries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY:
NCCCO OR OECF CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

	HEAVY & HIGHWAY	BASE RATE	\$28.00
		FRINGE BENEFITS	13.90

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

	HEAVY & HIGHWAY	BASE RATE	\$25.45
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

	HEAVY & HIGHWAY	BASE RATE	\$25.85
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

	HEAVY & HIGHWAY	BASE RATE	\$25.17
		FRINGE BENEFITS	13.90

****Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

PAINTERS:

Brush, roller & paperhanger:		BASE RATE	\$17.87
		FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:	BASE RATE	\$30.00
	FRINGE BENEFITS	15.56

ROOFERS: (Excluding Metal Roofs)	BASE RATE	\$16.65
	FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:	BASE RATE	\$30.14
	FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman:

BUILDING

BASE RATE	\$19.05
*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

BUILDING

BASE RATE	\$19.17
*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING

BASE RATE	\$19.28
*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING

BASE RATE	\$19.35
*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING

BASE RATE	\$19.45
*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper: HEAVY & HIGHWAY

BASE RATE	\$16.57
FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:

HEAVY & HIGHWAY

BASE RATE	\$16.68
FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment,
tandem axle dump, distributor and truck mechanic:

HEAVY & HIGHWAY

BASE RATE	\$16.86
FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

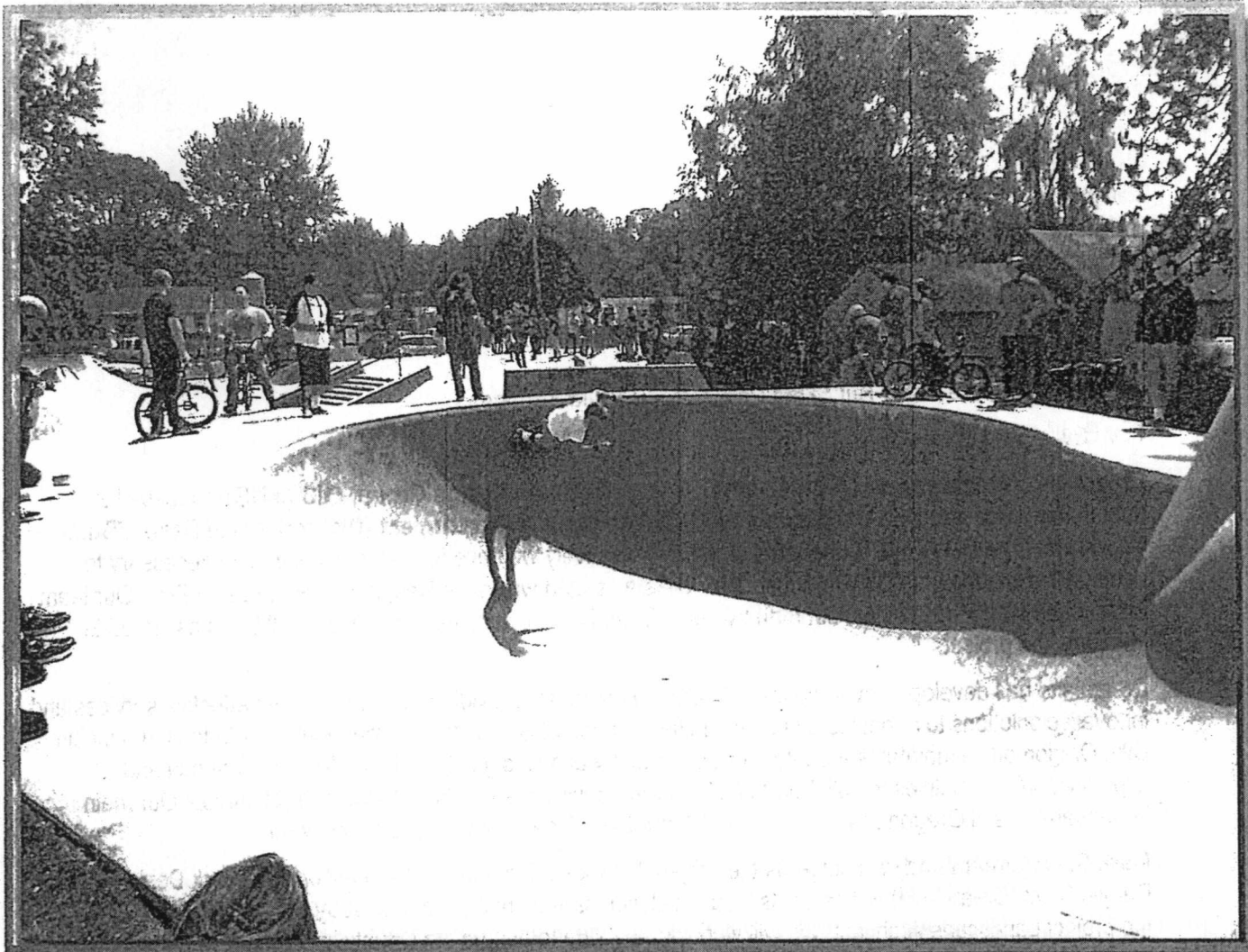
HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

**END OF DOCUMENT
CR-8-008
JULY 30, 2013**

Attachment A: List of Past Skate Park Projects and References (as noted in Section IV.C)

Project #	Project Name	Project Location (City & State)	Project Funding Type (Private, Public, Other)	Total Project Cost (\$)	Size (SF)	Year Completed	In What Capacity? Please Check one			Project Contact Information (Name, Phone, email)
							Designer	Builder	Design-Build	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Please attach additional sheets as needed.



**Request for Proposal for the Berry Hill Skate Park
Design-Build Services**

RFP #352013

December 6, 2013

**Lexington-Fayette
Urban County Government
Lexington, Kentucky**

Submitted by:
Dreamland Skateparks
960 SE Hwy 101, PMB 384
Lincoln City, Oregon 97367

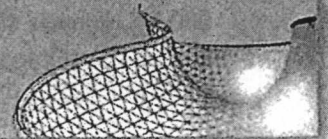
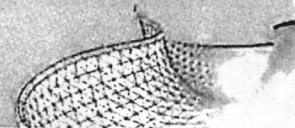


Exhibit B



COVER LETTER....

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

Re: RFP # 35-2013 Berry Hill Skate Park Design-Build Services

Dear Evaluation Committee:

Dreamland Skateparks, LLC (Dreamland), along with **Mears Design Group, LLC (MDG)** is pleased to submit this proposal to the **Lexington-Fayette Urban County Government (District)** for the **Design/Build Services of the Berry Hill Skate park** project. Collectively we have the technical expertise necessary to develop the skate park facility throughout all tasks as stated within the Request for Proposal (RFP). Our team understands the requirements set forth by the RFP and are accustomed to providing all tasks as stated to complete the project.

Dreamland has developed over the last 13 years, a record for providing responsive, cost-effective services and innovative solutions to agencies and communities in need of Skate Parks throughout the World. Our Lincoln City, Oregon office maintains a Skatepark Construction and Design staff with in-depth experience and expertise, proven abilities to collaborate and a strong desire to share knowledge and resources. Our main headquarters is in Oregon but we have other "portable" office locations all over the world.

Mark Scott (Dreamland) will serve as the Project Manager/Construction Supervisor/Skatepark Designer, **Danyel Scott (Dreamland)** will serve as Head of Business Administration, and **Troy Mears, RLA (MDG)** will be the project Landscape Architect. We will work side-by-side to ensure the County is provided with the highest quality of service and has access to the collective experience of the team's partners.


Dreamland Skateparks was established June 16, 2001 (Previously we were Mark Scott Construction for 2 years and a resume of building parks back to 1990). Our resume includes several examples of concrete world-class parks of distinct size and intent. A few are located in: North Little Rock, Arkansas; Madras, Oregon; Hammond, Louisiana; Kalispell, Montana; and Rattenberg, Austria. Throughout the world, Dreamland has designed and built more than 70 skateparks using the design/build methodology worldwide and look forward to the opportunity to provide our next in Lexington Kentucky.

As Co-Owner of Dreamland Skateparks, I am responsible for negotiating any resulting contracts. I will also be the District's primary point-of-contact in fulfilling any resulting contracts.

It will be our pleasure to serve you and provide a world-class destination skate park to the City of Lexington and the Recreation District! We look forward to hearing from you.

Very truly yours,

Dreamland Skateparks, LLC


Danyel S. & Mark A. Scott | Co-Owners & Operators

960 SE Highway 101, PMB 384

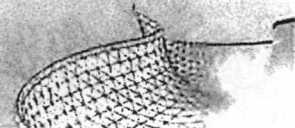
Lincoln City, Oregon 97367-2622

P: 503.577.9277 (Danyel) F: 541.994.7010 email: danyel@fastmail.fm



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Attachment E and J	23 & 24



B. Narrative of Qualifications:

Dreamland Skateparks LLC
960 SE Hwy 101, PMB 384
Lincoln City, Oregon 97367
P: 503.577.9277 | F: 541.994.7010
Designer, Excavator, Contractor, Supervisor, Concrete Finisher

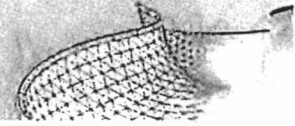
Dreamland Skateparks (Dreamland), located in Lincoln City, Oregon, is widely considered to be the top skate park designer in the world. They have completed more than 75 projects, many of which have received numerous mentions in skateboarding publications of international recognition. Listed as 3 of the "5 Grarliest Skateparks" ranked by Skateboarder Magazine were designed and built by Dreamland Skateparks.

Dreamland's design/build team has a combined 100 years of skate design/build experience. This unmatched collective experience produces the skate park designs (and construction) universally regarded as the most innovative, functional, cost-effective, and enjoyable of any skate park team. Over 90% of Dreamland's skate parks have been designed and constructed in contract with City Parks and Recreation or City Public Works. As a result, they have extensive experience meeting the requirements established in public works projects.

In addition, all of Dreamland's employees are avid skaters!

Dreamland's portfolio for design/build projects (alphabetically):

- Adams, Oregon 2,500 sq. ft. - City Parks and Recreation
- ANACONDA, MONTANA 5,700 sq. ft. - City Public Works
- Astoria, Oregon- 12,000 sq ft- Public Works
- Battle Ground, Washington 27,000 sq. ft. - General Contractor
- Beaverton Oregon- Sub Contractor
- Bellingham, Washington 8,000 sq. ft. - City Parks and Recreation
- Big Sky, Montana- Non-Profit group
- Brookings, Oregon
- Buhl, Idaho 6200 sq. ft.
- BUTTE, MONTANA 8,900 sq. ft. - City Public Works
- Bloomington, Indiana 11,000sq ft.
- Cusick, Washington 9,000 sq. ft. - City Parks and Recreation
- Donald, Oregon- 2,500 sq ft.- City Parks
- Driggs, Idaho 3000 sq. ft.
- Gresham, Oregon 6,000 sq ft.- Phase 1
- Hailey, Idaho Phase 1 & 2
- Hammond, Louisiana 10,000 sq. ft.- City Public Works
- Hawaii, Private Bowl 2,500 sq. ft. - Private party
- Hoquiam, Washington 6,000 sq ft.
- Helena, Montana 7,200 sq ft.- addition to an existing park
- Hood River, Oregon Phase 1 & 2 - City Parks and Recreation
- Kalispell, Montana 7200 sq. ft. - City Parks and Recreation
- KETCHUM IDAHO 10,000 sq. ft. - City Public Works
- Klamath Falls, Oregon 22,500 sq. ft. - Non-Profit Group
- Kona, Hawaii 6,000 sq ft.- Non-Profit Group
- Kuna, Idaho 6,500 sq. ft. - City Parks and Recreation
- Lincoln City, Oregon Phase 3, 4 and 5. - City Parks and Recreation
- Milton Freewater, Oregon Phase 1 & 2 - City Public Works
- Madras, Oregon 10,000 sq. ft. - City Public Works
- McMinnville, Oregon 6,800 sq. ft. - City Parks and Recreation
- Newberg, Oregon- 27,500 sq ft. - City Parks and Recreation
- Oak Harbor, Washington 8,000 sq ft.- Naval Base
- Pendleton, Oregon
- Pinedale, Wyoming 7,200 sq. ft. - Sub- Contractor
- Port Angeles, Washington 10,000 sq. ft. - Town of Port Angeles
- Port Orford, Oregon 6,200 sq. ft. - City Public Works
- Port Townsend, Washington 11,000 sq. ft. - Town of Port Townsend



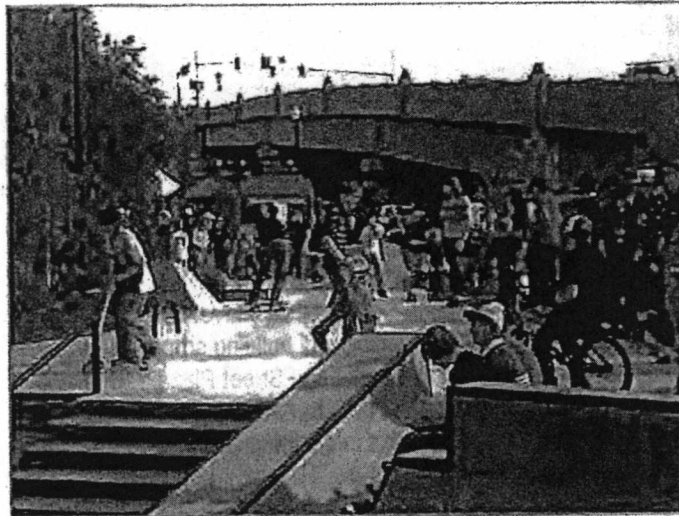
- POLSON, MONTANA 12,000 sq. ft. - City Parks and Recreation
- Portland, Oregon (Pier Park) 11,070 sq. ft. - Non-Profit Group
- Portland, Oregon (Glenhaven Park) 11,200 sq. ft. City Parks and Recreation
- Portland, Oregon (Holly Farm) 2,800 sq. ft. - Non-Profit Group
- Rattenberg, Austria 11,500 sq. ft. - Town Council
- Redmond, Oregon – 10,000 sq ft.
- Sandpoint, Idaho 6,500 sq. ft. - City Parks and Recreation
- San Francisco, California – General Contractor
- SNOWMASS VILLAGE, COLORADO 10,000 sq. ft. - City Parks and Recreation
- St. Ignatius, Montana 7,000 sq. ft. - Non-Profit Group
- Walla Walla Washington- Phase 1, 2, & 3- Non-Profit group
- Weston, Wisconsin 8,000 sq. ft. - Village of Weston
- Whitefish, Montana 15,000 sq. ft. – Non-Profit Group
- Windell's Snowboard Camp (Government Camp, Oregon) 2,500 sq. ft. - Private Party
- Winston, Oregon 12,000 sq ft.
- Woodland, Washington 6,000 sq. ft. - Non-Profit group

Team:

Mark Scott

Mark Scott will be the Head Designer and Superintendent. He has over 24 years experience designing, building, and maintaining concrete skateboard parks, is an avid skateboarder for over 25 years, and is experienced in harnessing the abilities of a team of talented craftsman; few are as qualified as Mark for any challenging skateboard park projects. Mark will be responsible for conceptual design, final design and will be the Construction Superintendent on site.

His goal is not, only to build skateboard parks, but also ensure relevant design by seeking input from the local skateboarding participants, as well as recognize and respond to the needs of the community at large.

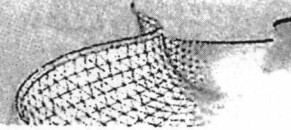


Mears Design Group, LLC (MDG) is a Landscape Architecture, Irrigation Design & Consulting and Project Management firm, which provide professional design services for a variety of clients, both public and private. Project types include parks and recreation projects (i.e., skateparks, natural and synthetic turf athletic fields, playgrounds, trails, sport courts, open spaces, golf courses, and nature parks), residential, commercial and industrial. Our goal is to provide an environmentally sound and sustainable landscape that is aesthetically inviting, meaningful, and practical for the end user. We achieve this by working closely with clients, and knowing the end user requirements. Every site is different, which makes every project a new and exciting challenge.

Established in 2006, Mears Design Group is located in Portland, Oregon. Mears Design Group provides a comprehensive scope of landscape architecture services ranging from preliminary design concepts and working drawings to construction documents and on-site observation, all with a basis in energy efficiency and

Resource conservation. Through the use of the latest technologies MDG provides presentation-quality graphics and detailed construction drawings.

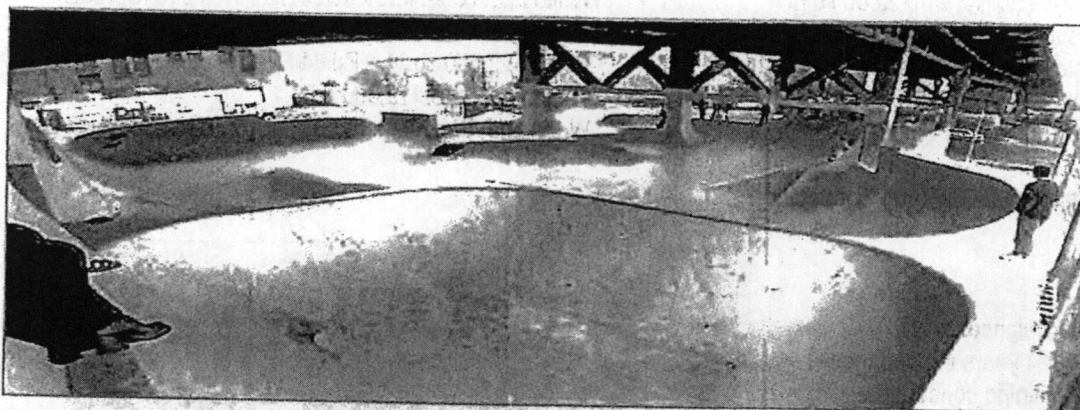
MDG has been providing skate park design services for a wide range of clients across the United States since its inception in 2006. The principal of MDG (Troy Mears) has been designing skateparks for over 13 years and has a resume that includes over thirty (30) skate park projects. MDG has provided the following skate park design service: conceptual design, public involvement, design development, construction documents, permits acquisition and construction observation. Many of our Skateparks have received grants from local government and private agencies.



C. References for Park of Similar Scope to RFP – min. 10 year experience (5 are at least 5 years old)

See Attachment: A

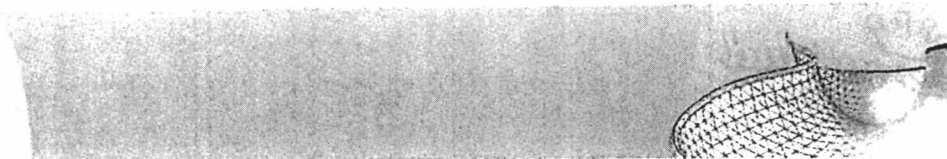
Skateparks around the world has shown our abilities to deliver specifically what the community envisions upon hiring our abilities.



"BURNSIDE" Portland, Oregon completed October of 1990 (Owner and Head superintendent Mark Scott's first Design/Build project) "Just Celebrated the 23rd Anniversary"

Dreamland Skateparks and Mears Design Group have worked together for over eleven years designing and building some of the world's most unique concrete Skateparks and Street Plazas. Our relationship is a partnership in creating Skateparks, which resemble our passion for creativeness in design and the highest quality of construction.

Every skate park starts with the "vision", which may be started with as little as one person to multiple people. Usually, the vision is started because of the lack of skate able terrain within the local community. This vision results from multiple factors, most importantly "safety". Most local skaters begin skating in their driveways, local sidewalks, roads, etc., this most times results in conflicts with other users of the terrain, be it pedestrians walking the sidewalks, vehicles in the roadways or pedestrian plazas that have been encompassed by skaters because of lack of areas to skate. A skate park/plaza is becoming a more important part of every community from youth to adults. Although Skateparks will not completely eliminate all skating in multi-purpose public areas, what the skate park will do is give skaters a place that is safe to skate. If designed with the community's needs in mind it will be as inviting to the locals and possibly worldwide skaters as a place of significance. Creating a skate park design, which provides world-class skate able terrain, enhances the selected site area and respects the surrounding community, is the key focus of all our designs. The Lexington Community Skateparks area serves as an excellent setting for the development of a truly unique distinct level skate park. Our experience in providing destination



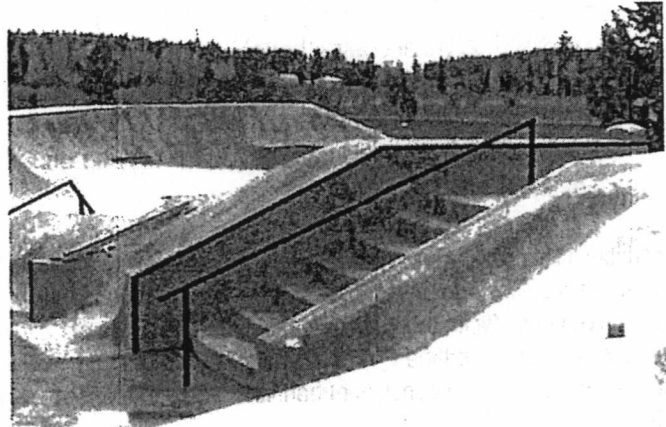
**Dave Olseth Memorial Skatepark-
Whitefish, Montana**

Size: 15,000 sq ft.

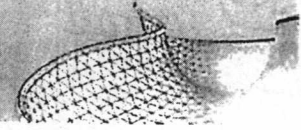
Complete: October 30, 2005 (at least 5 years old)
Cost: \$324,880.00

Reference: Pam Robinson (406) 250-2440

Amenities: Park bench, landscaping, fountain



"Hand selected river rocks for coping" on the new addition to Whitefish, July 2013.



Main City Skatepark- Gresham, Oregon

Size: 7,555 sq ft. (Phase 1 complete) Phase 2

Designed (waiting for funding) 5,200 sq ft.

Budget: \$252,833.00 (Original contract price)

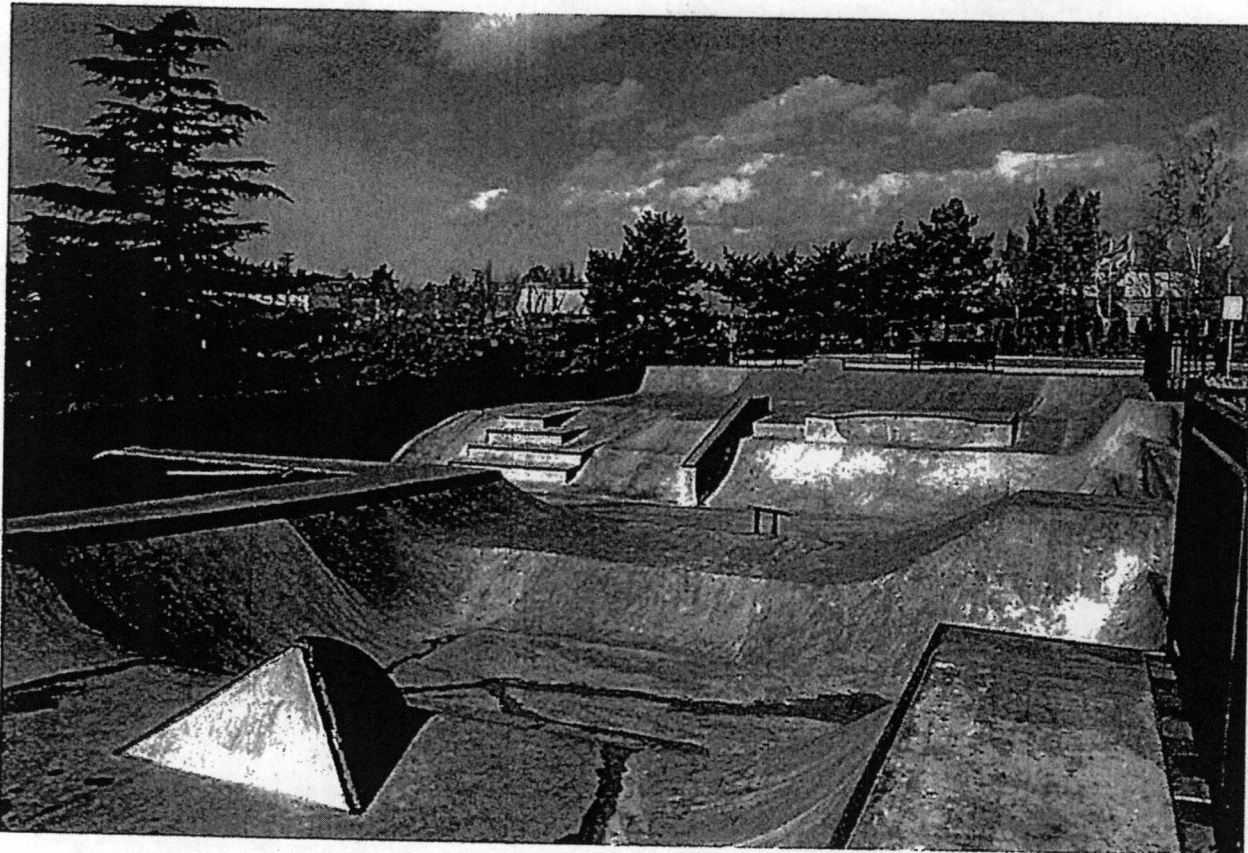
\$266,850.00 (final contract price)

Complete: 2010 (construction was completed early)

Amenities: Sidewalk and landscaping

Climate: Average temperatures (38-80 varying on seasons)

Description: This project went out for open bid thru the City Parks and Recreation. Their goal was to design the park and build in two phases. We worked with the local community thru a series of meetings and developed the Phase 1 as a street course and designed Phase 2 which consists of transition and a skate/foot path.

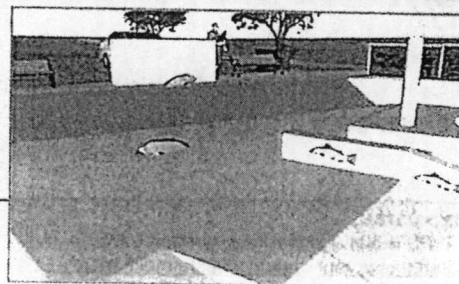


Reference: Mike Green- City of Gresham

Phone: (503) 618-2550

Fax: (503) 665-6825

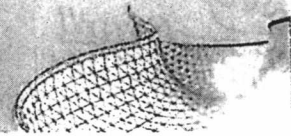
1333 NW Eastman Parkway Gresham, Oregon 97030-3813



Dreamland Skateparks, LLC

960 S.E. Hwy 101, PMB 384, Lincoln City, Oregon 97367

www.dreamlandskateparks.com danyel@fastmail.fm



3. Pendleton, Oregon

Size: 11,000 sq ft.

Budget: \$373,453.00

Design/Build

Complete- 2009

Amenities: Lighting

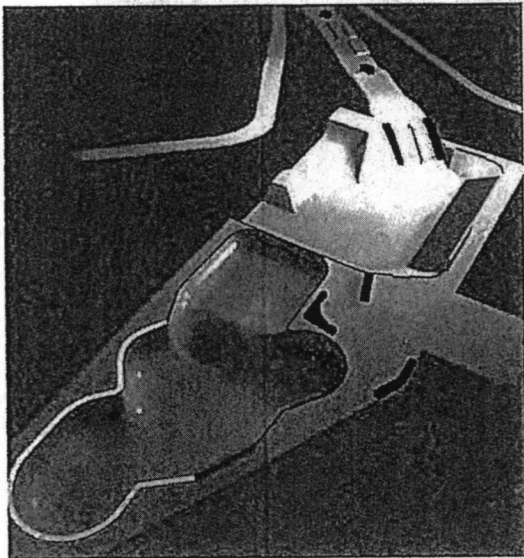
Climate: Freezing temperatures (Winter) & Hot (Summers)

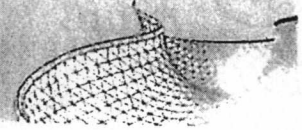
Description: The project went out for bid for design and we received the job. And then the project went out for bid for construction and we again were awarded the job. The park sits next to a bridge, so we worked closely with ODOT and the City to maintain regulation and visibility. The park has lighting, which was subcontracted out to a local contractor. This park has a variety of terrain from bowls (transition), to street course and stamped concrete.

**Reference: Dave Byrd-Pendleton Parks and Recreation-
Project Manager**

Phone: (541) 276-8100

865 Tutuilla Road Pendleton, Oregon 97801



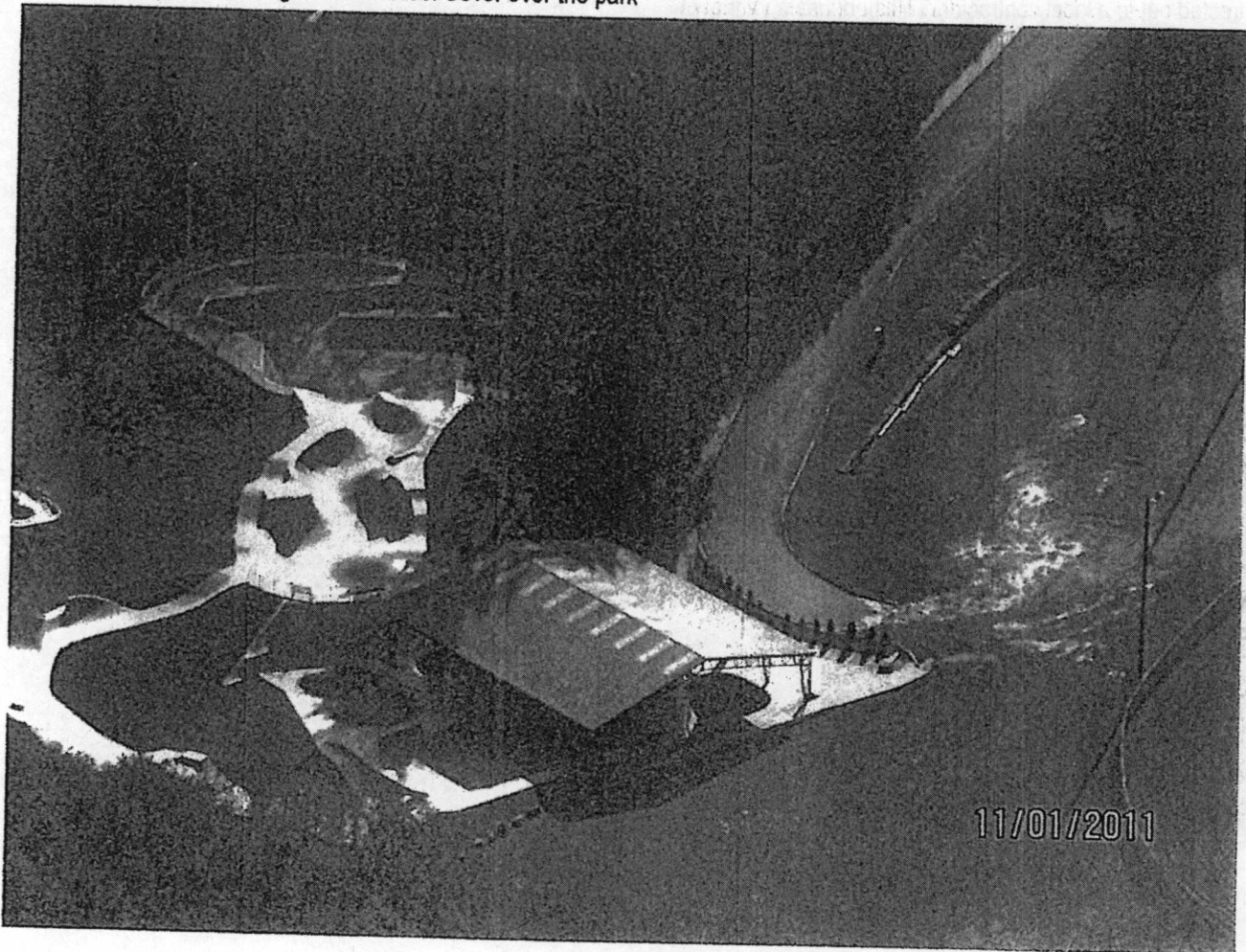


4. Kirtsis Skatepark Phase 1-Size: 27,000 sq

Budget: \$35,000.00 (Phase 5) Snake Run
Design/Build- All 5 phases
Complete- 1999-2011 (at least 5 years old)
Amenities: Roof- Web Steel Structure
Climate: Rain and little Sun (average temperatures 39-70)

(Completed Photo of Phases 1-5)
Reference: Gail Kimberling - City of Lincoln City,
Parks and Recreation
Phone: (541) 996-1248

For the last 12 years Dreamland Skateparks has worked with the local City Parks and Recreation and the Non-Profit Group "Skaters for Lincoln City Skateparks" to raise funds and build the largest skate park in the US. We are close to being there! We have built 5 phases to the park including the Web Steel Cover over the park





5. Wade Creek Park- Estacada Oregon

Size: 10,500 sq.ft.

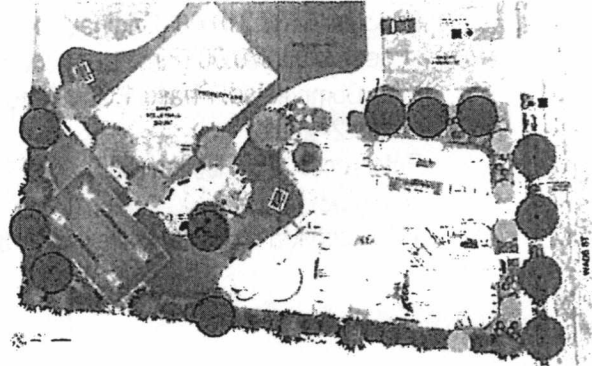
Budget: \$397,200.00 (Original Contract Price) -
\$429,989.50 (Final Contract Price)

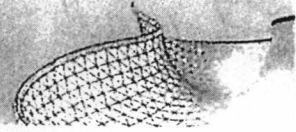
Complete: May 2012

Amenities: Skateparks, Landscaping, Game table,
Water/Sand and Play area, Volleyball Court,
Horseshoe Pits, Picnic Area, and water fountain.

Dave Piper - Project Manager City of Estacada
Phone: (503) 310-9094

WADE CREEK PARK PHASE II





6. Hailey, Idaho (Phase 1 & 2)

Size: Phase 1- 11,000 and Phase 2 -
Budget: \$183,310.00 (Original Contract
Price) \$190,270.00 (Final Contract Price)
Year Completed: Phase 1 Completed 2002
Phase 2- 2012
Reference: Tom Hellen (208) 788-9380
Fax: (208) 788-9830
115 South Main Street Hailey, Idaho 83333





A few additional parks from Dreamland's Resume:

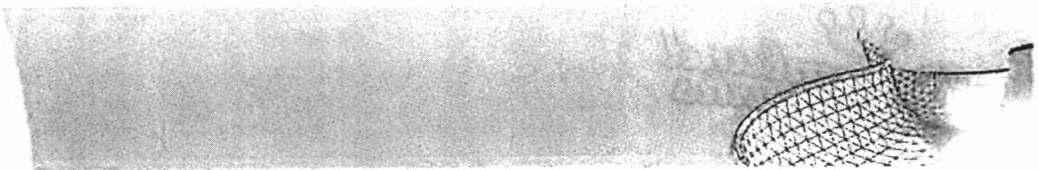
- Adams, Oregon 2,500 sq. ft. - City Parks and Recreation
- Anaconda, Montana 5,700 sq. ft. - City Public Works
- Battle Ground, Washington 27,000 sq. ft. - General Contractor
- Bellingham, Washington 8,000 sq. ft. - City Parks and Recreation
- Buhl, Idaho 6200 sq. ft.
- Butte, Montana 8,900 sq. ft. - City Public Works
- Bloomingdale, Indiana 11,000 sq ft.
- Cusick, Washington 9,000 sq. ft. - City Parks and Recreation
- Driggs, Idaho 3000 sq. ft.
- Gresham, Oregon 6,000 sq ft.- Phase 1

- Hammond, Louisiana 10,000 sq. ft.- City Public Works
- Hawaii, Private Bowl 2,500 sq. ft. - Private party
- Helena, Montana 7,200 sq ft.- addition to an existing park
- Hood River, Oregon (second phase) 2500 sq. ft. - City Parks and Recreation
- Kalispell, Montana 7200 sq. ft. - City Parks and Recreation
- Pinedale, Wyoming 10,000 sq. ft. - City Public Works
- Klamath Falls, Oregon 22,500 sq. ft. - Non-Profit Group
- Kuna, Idaho 6,500 sq. ft. - City Parks and Recreation
- Lincoln City, Oregon (second park) 7,500 sq. ft. - City Parks and Recreation
- Milton Freewater, Oregon phase 2 -2500 sq. ft. - City Public Works
- Madras, Oregon 10,000 sq. ft. - City Public Works
- McMinnville, Oregon 6,800 sq. ft. - City Parks and Recreation
- Oak Harbor, Washington 8,000 sq ft.- Naval Base
- Pinedale, Wyoming 7,500 sq. ft. - Sub- Contractor
- Port Angeles, Washington 10,000 sq. ft. - Town of Port Angeles
- Port Orford, Oregon 6,200 sq. ft. - City Public Works
- Port Townsend, Washington 11,000 sq. ft. - Town of Port Townsend
- Polson, Montana 12,000 sq. ft. - City Parks and Recreation
- Portland, Oregon (Pier Park) 11,070 sq. ft. - Non-Profit Group
- Portland, Oregon (Glenhaven Park) 11,200 sq. ft. - City Parks and Recreation
- Portland, Oregon (Holly Farm) 2,800 sq. ft. - Non-Profit Group
- Rattenberg, Austria 11,500 sq. ft. - Town Council
- Sandpoint, Idaho 6,500 sq. ft. - City Parks and Recreation
- San Francisco, California - General Contractor
- Snowmass Village Colorado 10,000 sq. ft. - City Parks and Recreation
- St. Ignatius, Montana 7,000 sq. ft. - Non-Profit Group
- Weston, Wisconsin 8,000 sq. ft. - Village of Weston
- Big Sky, Montana- 8,000 sq ft.- 2013
- Windell's Snowboard Camp (Government Camp, Oregon) 2,500 sq. ft. - Private Party
- Winston, Oregon 12,000 sq ft.
- Woodland, Washington 6,000 sq. ft. - Non-Profit group
- Astoria, Oregon 12,000 sq. ft.
- Brookings, Oregon 10,000 sq. ft.
- Donald, Oregon 2,500 sq. ft.- 2001
- Hood River, Oregon Phase 1 2,500 sq. ft. - 2002 and 2006
- Gold Hill, Oregon 8,000 sq ft- 2012

Attachment A: List of Past Skate Park Projects and References (as noted in Section IV.C)

Project #	Project Name	Project Location (City & State)	Project Funding Type (Private, Public, Other)	Total Project Cost (\$)	Size (SF)	Year Completed	In What Capacity? Please Check one			Project Contact Information (Name, Phone, email)
							Designer	Builder	Design-Build	
1	Kirt's Park	Linn City, OR	Public & Other	Ongoing	27,000	1999-2012	X	X		Bob Kimberling 541-994-2131 ggulik@linncity.or.gov
2	Brian Tracy Memorial Park	Lumsville, OR	Public	239,000	8,000	2000		X		margano@lumsville.us
3	Cheardale State Park	Newberg, OR	Public	351,266	29,000	2000		X		
4	Tim Griffith Memorial Park	Tigard, OR	Public	870,000	15,000	2007		X		Martin Mc Knight 503-718-2699 martin@tigard.or.gov
5	Hammond Skatepark	Hammond, LA	Public	233,000	10,000	2005		X		John Dardis dardis_jr@hammond.or.gov
6	Main City Fresham, OR	Fresham, OR	Public	260,350	5,710	2009		X		Mike Green 503-618-2492 mike@greenor.gov dave@greenor.gov david@greenor.gov
7	Battle Ground State Park	Battle Ground, WA	Public	400,000	27,000	2007		X		Pam Robinson 426-150-2440 Pam.Robinson@wa.gov
8	Dave Olsen Memorial Park	Whitefish, WA	Private & Public	324,880	5,000	2005		X		Jeff Hunt 509-222-2240
9	Stowmass Village Park	Stowmass, CO	Public	320,000	10,000	2008		X		Adam Steffen 970-222-5040
10	Washington Jefferson Skatepark	Eugene, OR	Public	680,000	23,000	Current Project				Adam R. Steffen adam@stefanor.com eugene, OR U.S.

Please attach additional sheets as needed.



D & E Key Personnel and their Roles:

We offer two individuals (Troy Mears, Mark Scott) – each has 16+ years experience working with urban development and skate park related planning and design. They will make sure all parties understand this unique project and offer all individuals the right to be heard, while keeping the sessions productive and the project timeline on track.

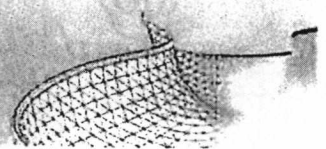
Our strategy will include effective visual aids (Color rendering panels, 3D modeling, PowerPoint etc.), which will illustrate examples and draw on information from numerous other concrete skate park/skate spot developments our team has created though out the world. Although, this project will be unique in its own right, we usually find consistency and overlap with past experiences. Usually, skateboarders develop a list of elements they like or dislike from their travels to other Skateparks/skate spots. The knowledge our team has from previously designed skateparks/skate spots is a tremendous asset, as is the ability to relate previous issues with the understanding of issues that may encompass the Berry Hill Skate Park Facility.

(Troy Mears) Sustainable or "Green" Design and Construction Methods: All members of our team are advocates of sustainable design. We believe in the environments in which each project we design and construct in how they stand the test of time, work with the natural system in which they encompass and enhance the livability of their communities. By understand how people use a space, how ecological systems come into play and how to integrate architecture with the land; we are able to blend multiple disciplines to create livable, sustainable environments. We encourage sustainable design in all our projects. Many of our design have landscaped green space within and around the concrete surfaces to provide areas to naturally retain storm water runoff. We make every effort to incorporate innovative storm-water treatment facilities, energy efficient and renewable building materials into each project. We encourage the use of recycled materials where possible, such as, recycled wood forms, recycled concrete base materials, recycled steel, the use of fly ash to reduce cement in concrete mix designs. By incorporating these practices we have proven the ability to save costs for each project. During the design phase we will identify a list of acceptable recycled materials, which can be incorporated into the site. By utilizing such materials and possible donations of such, the District in turn may be able to provide additional features within the skate park or use them towards other future projects.

(Danyel Scott, Troy Mears, and Mark Scott) Managing Challenges through Project Development: Dreamland has been fortunate to have designed and built Skateparks throughout the world. Through our previous experiences we have taken note to what works and what does not. And on-site we have the opportunity to be involved with. Our team has the familiarity with various aspects of construction, whether it is cold weather, wet weather or warm weather climates.

Our team has years of experience in developing Skateparks from early stages of design through construction. We view each skate park as a new challenge. Our team will develop a list of opportunities and constraints throughout the initial phase of design, which will help us in determining the best practice of developing the skate park. In previous projects our experienced and knowledge of constructing the best Skateparks worldwide has helped all communities by determining the confinements during the design process and having the foresight for the construction process, which has proven to save the owner money in the long term. By the use of 3D modeling, we have the ability to reflect a close simulation of what the skate park will look like before we actually build it. We develop the 3D modeling in the design concept phase so all parties have the chance to review and provide feedback, which is a critical part of the communication between all parties involved.

Experience Managing a Budget for a Public Agency Sponsored Project with Similar Scope of Services: Dreamland Skateparks and Mears Design Group understand how the budget can affect the design and construction of a project. Our team is well versed on providing alternatives toward design and construction to help with the budget at hand. We often are required to design a skate park facility as a whole, knowing it will be built in phases. Generally, through our experience in design/build our cost estimates are very accurate, which allows us to have a very good idea of the costs of construction in the early stages of design. During each phase of work we will provide a cost estimate of construction to make sure we are within the budget. When a project is projected to be built in phases we are able to phase the construction accurately according to the budget on a per square foot cost. We also provide a summary of possible 'in-kind donation', which will possibly affect the cost of construction if they are utilized.



(Troy Mears and Danyel Scott) How will the design process address durability and long-term maintenance requirements? Though years of designing and building skateparks throughout the world we have developed a number of construction methods that address long term durability and maintenance requirements for each and every skate park we are involved with. We first provide a design that works with the landscape in which our designs are placed. This allows for minimal impact of the site and creates opportunities for construction cost savings. Second, we review maintenance constraints and opportunities with our clients to review design options to prevent unwarranted issues upon project completion. Third, we provide our clients with a maintenance procedure booklet. This will include all recommended procedures for future maintenance to help maintain the skate park. The booklet will also include construction record drawings and materials used for future use of identifying the project criteria and specifications. This will help familiarize future maintenance personnel with the project.

Key Team Members during the Design Process and their Task

Individual	Title	Scope & Timeline
Troy Mears-Mears Design Group	Architect and Designer Skatepark, Storm water management, & construction drawings (100%)	Architect and Lead Designer will attend a design meeting and 3 phone meetings/Skype Will consult with us thru construction as well
Danyel Scott-Dreamland Skateparks	Head of Business Administration	Coordinating, scheduling, attend 1 design meeting and coordinate with the District throughout the construction and completion
Mark Scott Dreamland	Head Skateparks Designer and Const. Superintendent (being the owner of the business there is an extra incentive to be efficient and affective.	Designer for Dreamland- will attend design meeting, assist in construction drawings, and be the superintendent thru the construction Mark is on site 100% of the time. Depending on weather the Superintendent works 4- 10-hour days or 5- 8-hour days. A min. of 40 hours per week onsite for the Super

Project Time Frame...

1. Task #1: Project Initiation

Work Products or Deliverables:

Final scope of services, project schedule, site approvals, and recommendations for facility type

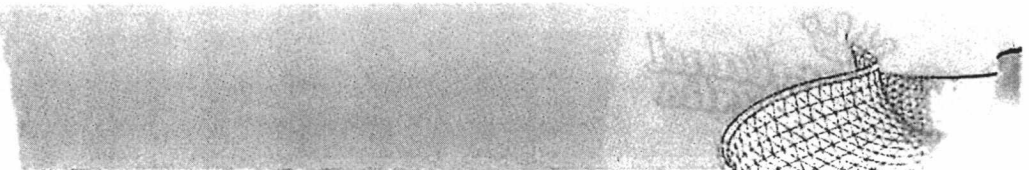
Task Lead:

Mark Scott (Dreamland) and Troy Mears (Mears Design Group)

Estimated Time Frame:

The estimated time frame to complete the existing schematic design review work task for the Berry Hill Skate Park is anticipated to take approximately two weeks.

Methodology: Our team will first request a meeting with the project stakeholders to review the project task and design deadlines in all phases. From that we will develop a work plan/schedule to be approved by the District. Upon receiving approval to move forward our team will review the existing conceptual designs and identify potential planning, zoning, or design deficiencies. Based on the existing conceptual design our team will prepare and submit a preliminary schedule and



construction cost estimate. We will then arrange an early assistance meeting with the District to address potential permitting issues.

2. Task #2: Conceptual Design

Work Products or Deliverables:

All work products including; preparation of two (2) uniquely different design options and a preliminary cost estimate for each design option.

Task Lead:

Mark Scott (Dreamland) and Troy Mears (Mears Design Group)

Estimated Time Frame:

The estimated time frame to complete the Design Development work task for the Berry Hill Skate Park Facility will start the week of (insert date once we have acceptance) and be completed in approximately 4 weeks.

Methodology: Upon obtaining written authorization from the District of successful completion of Task 1, our team will proceed forward to complete the Conceptual Design Task. Our design team will first conduct meetings with project stakeholders including District staff, local skateboarding community and interested members of the public to establish design considerations and project standards. We will then provide the District with two (2) uniquely different conceptual design options for the skate park including skate able elements based upon current design trends and our recommendations on skate able elements and construction materials. The conceptual designs will include but not limited to; site layouts, elevations and 3D models for the public input meetings. Our team will also present the design options to the District Board of Directors for their review and comments.

3. Task #3: Final Conceptual Design

Work Products or Deliverables:

All work products including; final conceptual design, cost estimates and an estimated construction schedule.

Task Lead:

Mark Scott (Dreamland) and Troy Mears (Mears Design Group)

Estimated Time Frame:

The estimated time frame to complete the Design Development work task for the Berry Hill Skate Park Facility will start the week of And be completed in approximately 2 weeks.

Methodology: Upon obtaining written authorization from the District of successful completion of Task 2, our team will proceed with finalizing the Conceptual Design by incorporating all feedback from the public input meeting, project stakeholders and District Board of Directors to one definitive skate park design. The final design will include, but not limited to, dimensioned site plans, elevations, colored renderings and 3D modeling to be used for final approvals and as a basis for preparation of the construction documents.

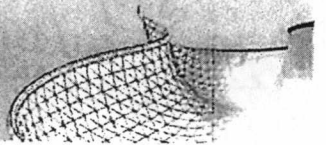
4. Task #4: Construction Drawings and Specifications

Work Products or Deliverables:

All work products including; construction drawings and specifications in detail sufficient for bidding. We will also provide a final opinion of construction cost prior to bidding.

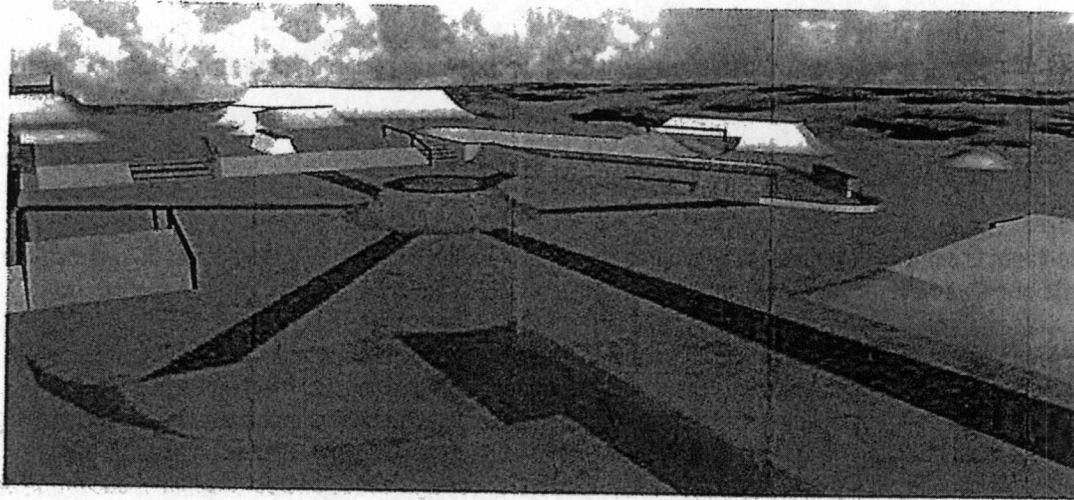
Task Lead:

Troy Mears (Mears Design Group)

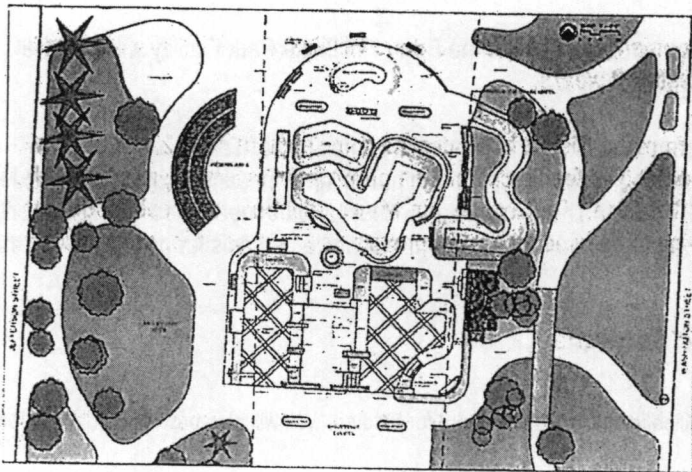


Estimated Time Frame:

The estimated time frame to complete the Construction Document work task for the Berry Hill Skate Park Facility will start the week of and be completed in approximately 4 weeks ending the week of



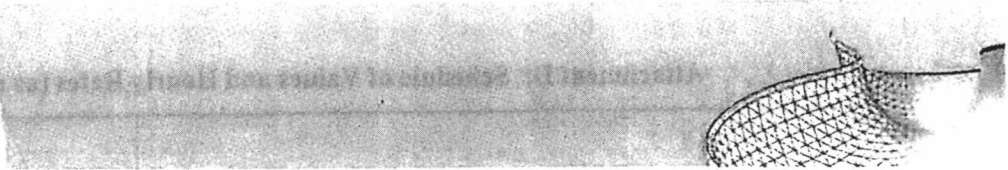
The design is approximately 11,500 sq.ft. of street-oriented skatepark design. Included in the design are various textures and flow patterns to accommodate wide variety of users and technical approaches to skating. As the design develops our team will work closely with all project stakeholders to provide a design which meets all project criteria, works with the site and exceeds the expectations of the skateboarding community.



Attachment B: Key Personnel Resume (As noted in IV.D)

- Project Manager
- Primary party responsible for skate park design
- Primary party for storm water management design related issues
- Primary party for professionally engineered skate park construction drawings
- Primary party responsible during the construction phase

Attachment C: Proposed Project Timeline (Based on information provided in sections IV.F & VI)



F. Substitute for "Attachment C"

Following the "Award of Contract" January 1, 2013 we will immediately set forth a finalized schedule and begin to advertise for design meetings.

Scope	Team/Scope	Month
Design- Input meeting 1 "Phase 1"	"Architect, Primary Designer of Skateparks or representative" 1. Present the final recommendation to the District Board of Directors for approval 2. Provide conceptual plan, project renderings, and other visual material to support fundraising efforts	January 2014 First design Meeting (Pending approval from the District)
Design- Input meeting 2 Begin Construction Drawings "Phase 1 Complete"	"Architect, Primary Designer of Skateparks or representative" 1. Develop construction plans and specifications for the approved design, including any drawings necessary for permit purposes 2. Finish Construction drawings 3. Coordinate permit and construction with Bend Park and Rec District Manager	February, 2014
Construction "Phase 2"	"Const. Supervisor & 2 men" Excavation and set up 1: Dreamland Skateparks uses their own employees for the construction.	March 2014 (Pending approval from the City)
Construction	Const. Super. & 5 men	April And May 2014
Construction "Phase 2 Complete"	Const. Super and 5 men	June and July 2014
Grand Opening of the park	Estimated- this may vary depending on the final size of the skate park	July, 2014

We are able to speed up the process if the City so desires and slow things down if need be. This is just a conceptual schedule and can be as flexible as you would like.

G. See "Attachment D"

Attachment D: Schedule of Values and Hourly Rates (as noted in IV.G)

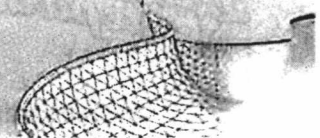
Berry Hill Skate Park Proposed Preliminary Schedule of Values

Total Available Funding: \$500,000

Item	Estimated Cost	%	Comment
Site Furnishings, Landscaping & Amenities	2,500.00	.5	TBD by Parks & Recreation
Contingency	15,000.00	3	
Permitting & Other Soft Costs	5,000.00	1	
Proposed Design Fee	35,000.00	6	Architect & Skatepark Designer
Estimated Construction Cost	367,500.00	73.5	
OH & Profit	75,000.00	15	
Total	\$ 500,000.00		

Proposed unit prices for additional work:

- A. Project Manager Fee (% of Change Orders Cost): % 12
- B. Skate Park Designer Fee: (\$/HR) 50.00
- C. Registered Professional Engineered construction drawings Fee: (\$/HR) 90.00
- D. Construction Management Fee: (\$/HR) 50.00
- E. Other: Please Explain



H. Dreamland Methodology

- 1. Public Input Process:** Our teams experience has shown that active participation by all parties involved, including the community youth during the development process is critical to the long-term success of the project. We will approach this project with collectively efficient outreach process that engages all users and community stakeholders throughout the design process, creating a professional, organized and inviting attitude. We encourage all community youth and stakeholders to feel as though they truly were a part of the design and contributed toward the results building a lasting sense of ownership in the final product.

Our design team will meet with local officials and the skate park community members through a community input meeting (open design forum). This will allow our team to introduce ourselves to the community and gather vital information from all parties clearing the way for what the creative vision will be. We encourage an open line of communication, of members of the community are not able to make the community input meeting, they are welcome to email us with all ideas. This is something we do not take lightly, our team understands the importance of the community and bringing home the results they so desire and will spare no resource to ensure the experience of the design process is as rewarding as the final product will be to skate.

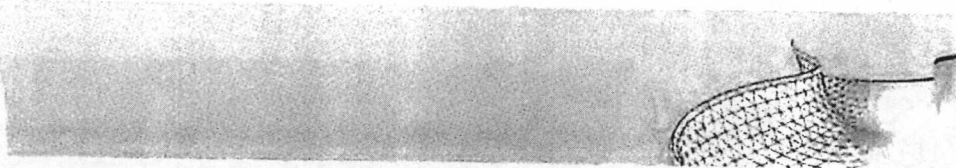
Throughout our past experience we have encountered a list of challenging issues during the design process. Typically, these issues are not uncommon and deserve full attention during the design process. The following are a list of common issues:

- | | |
|---|---|
| <ul style="list-style-type: none">• Skateparks flow/User conflicts• Accessibility of various skill levels• Visibility & sociability• Comfort• Noise reduction• Skateparks features and terrain• Structural integrity• Lighting | <ul style="list-style-type: none">• Cover/shelter• Aesthetics visually• Family atmosphere• Access to amenities (restrooms, drinking fountain, shelter, etc.)• Viewing area• Emergency access• Renewable resources |
|---|---|

In order to address these potential issues, it is critical to engage the diverse stakeholder groups to facilitate. The community input meetings will be led by individuals who possess an intimate understanding of skateboarding activity, skateboarder's desires and skateboarding culture and who also can relate issues back to the community stakeholders. We offer three individuals (Mark Scott, Danyel Scott and Troy Mears) – each has 14+ years experience working with urban development and Skate Park related planning. They will make sure all parties understand this unique project and offer all individuals the right to be heard, while keeping the sessions productive and the project timeline on track.



Our strategy will include effective visual aids (Color rendering panels, 3D modeling, PowerPoint etc.) to which will illustrate examples and draw on information from numerous other concrete skate park developments our team has created though out the world. Although, this project will be unique in its own right, we usually find consistency and overlap with past projects. Usually,



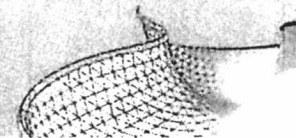
skateboarders develop a list of elements they like or dislike from their travels to other Skateparks. The knowledge our team has from previously designed Skateparks is a tremendous asset, as is the ability to relate previous issues with the understanding of issues that may encompass the Berry Hill Skateparks.

A key component toward our approach will be keeping our open design forums highly interactive. We begin by seeding locale-specific observations with our effective visual aids, we then empower participants to brainstorm and illustrate what elements the community would like to see in their skate park. This will allow our team to walk away from each open design forum with physical representations of interests and desires. We find through this process each meeting becomes more constructive and in the end each participant will develop a sense of ownership toward the design, which is a key to the success of the project. We see each meeting as an instrumental portion of the design and we will fully prepare progress from each meeting with a collaboration, which in turn will develop a design, which the community will be proud of.

Our team will research local issues ahead of time and utilize our experience for previous project to move the project along in a timely manner. We will work closely with all participants making us fully aware of the constraints and opportunities the site offers.

From our experiences with similar projects, we anticipate conducting 2 public input meetings (open design forum) and before or after with local jurisdictions. This will provide for ample opportunity to gather vital information from the community stakeholders, and allow our team sufficient feedback from our design presentations. Each design meeting will be accompanied by a combination of 3D renderings, plan view renderings and progress reports, which will illustrate project details throughout the different stages of development. They will also help the public with an accurate representation of how the project will look and function within its site context before moving forward to construction.

- a. **Designing for a Large Variety of Abilities and Uses:** Through our experience we have developed a wide variety of abilities and uses, including skateboarders, roller-bladers, roller skaters and BMX cyclists. Upon designing skateparks and constructing skateparks we have come across many different criteria that the community users enjoy and envision being a part of their skate park. We provide many examples of ideas and listen to ideas/suggestions as discussed in the community input meetings. Our team will also develop a list of pros and cons to all groups involved. The first criteria we develop are; who are the primary users (skateboarders, BMX cyclists, etc.). Our team will also determine the abilities of the primary users, with also making the park useable for all. We are determined to develop each and every park we design as a place where all visitors will enjoy, develop skills, respect and be planning their next visit before leaving.
- b. **Forming a budget and progress spreadsheet:** Thru the design process we will carefully be evaluating each task, time frame, and progress reports and how funds will be allocated, disbursed upon progress payments and timelines. This will be done thru a bi-weekly spreadsheet. Each month we will submit a "Progress Report" (G702 & G703 form) to the city based on each breakdown of services and progress.



I. This is a response for (Attachment E) "Warranty"

Dreamland warranties our park for 2 years. The warranty starts the day the park is accepted by the city and will be guaranteed for two years from the completion date. This coverage is for any flaws in the park that are non-cosmetic, flaws that are considered due to workmanship. Hairline cracks are natural in concrete: only cracks exceeding ¼ inch in width are considered to be a flaw and would need to be addressed. The park has received two coats of water sealant to protect the concrete. We do not suggest the need for applying an additional coat unless needed 3-5 years down the road as an extra measure.

Damage from bicycles or their pegs will not be covered under warranty; the City should provide signage excluding bike pegs from the park.

J. See "Attachment J"

K. Local Employment:

a. Labor: 20%

Dreamland Skateparks brings their highly experienced and trained crew (specifically Skateparks design and builders) of 13 years with us for the construction. However one of our crewmembers is a born and rose local of the area, which provides at least one of our 6 crewmen, will be a local.

b. Equipment- 100% of all equipment will be rented locally

c. Materials 100% of all materials will be purchased locally

Diversity in Employment

- Dreamland Skateparks LLC is a 50% women-owned company. All business administration and hiring is done by Danyel Scott. Since the beginning of Dreamland in 2000 all administrative decisions, hiring, payroll, suppliers and construction timelines have been organized and employed through her authority
- Our office promotes the growth of women and minority owned companies as well as emerging small businesses. Our company consists of 20 employees and is considered in the bracket of small registered companies. Dreamland also employs minorities and currently has Pacific Islander employees as well as Hispanic.
- Working with small businesses promotes growth in our community and is a need that we will always promote. In 100% of all construction jobs we have obtained our materials from locally owned businesses working with donations and providing great businesses with the opportunity of income.

Attachment E: Warranty Coverage Statement (IV.I)

Attachment F (IV.J)

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:

R 103-2014 contract
34-2014

Lexington-Fayette Urban County Government
Purchase Order



PO: LF00114387
Dispatch via Print

Date	Revision	Page
04/18/2014		1
Payment Terms	Freight Terms	
Net 30	FOB Destination Prepaid & Add	
Buyer	Phone	
Maynard, Theresa		
Ship To:	3489 Buckhorn Drive Lexington KY 40515 United States Berry Hill Park	Bill To: 200 E Main Street Lexington KY 40507 United States

Vendor: 0000030844
DREAMLAND SKATEPARKS LLC
960 SE HWY 101M PMB 384
LINCOLN CITY OR 97367-2622

Tax Exempt? Y Tax Exempt ID: CT-34-100 Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Design and Construct Skate Park at Berry Hill Park per Contract and RFP 35-2013 ** Requester: Snead, Kristie Phone: 859/288-2979 **		1.00	LS	500,000.00	500,000.00	03/25/2014

Schedule Total 500,000.00

<< Resolution #103-2014; Project Contact: Michelle Kosieniak, 859-489-9759 >>

Item Total 500,000.00

Resolution #103-2014
RFP #35-2014

Total PO Amount 500,000.00

By authority of the Division of Central Purchasing of the Lexington-Fayette Urban County Government, you are hereby requested to furnish the items/services as set forth in this document. Ship and invoice in accordance with the instruction, terms, and conditions herein. The signed official authorizes the entry of the order and certifies that funds are available.

1. Address shipment exactly as shown in 'SHIP TO' address above. Shipments must be sent FOB Destination Prepaid & Added.
2. When all items have been shipped submit your invoice directly to the Division of Accounting, 200 East Main Street, Lexington, KY 40507 (859) 258-3310
3. Payments cannot be authorized for partial shipments, except for blanket purchase orders.
4. Do not include Kentucky Sales Tax; Exemption Certificate No. CT-34-100 applies.
5. All merchandise supplied to the government must fully comply with OSHA standards.
6. Vendor shall provide two copies of Material Safety Data Sheet - MSDS - on material covered by OSHA Standard 1910-1200 and confirm it is asbestos free as a condition of purchase.
7. LFUCG may assess administrative fees for invoices not issued in a timely manner.
8. LFUCG will make all reasonable efforts to pay outstanding invoices within thirty (30) days of receipt. Vendor may impose late payment charges not to exceed one per cent per month to outstanding balances which are not paid within thirty days. However, vendor agrees that in circumstances beyond the direct control of the Urban County Government (such as required review of payments by external agencies), in cases where an invoice is disputed, or in cases of improper invoicing by the vendor no such penalty shall be imposed. Vendor also agrees that, in the case of partial shipments and/or backordered items, no penalty shall be assessed until thirty (30) days after receipt of invoice for the completed order.

Authorized Signature

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond No.: PB11509601397



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Dreamland Skateparks, LLC

6913 NE Highland Rd.

Otis, OR 97368

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

231 St. Asaph's Rd., Suite 100

Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: 3/4/2014

Amount: \$500,000.00

Description:

(Name and location)

RFP #35-2013 Berry Hill Skate Park Design-Build Services

BOND

Date: 4/7/2014

(Not earlier than Construction Contract Date)

Amount: \$500,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

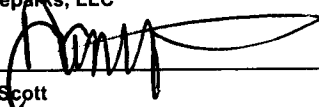
Company: *(Corporate Seal)*

Dreamland Skateparks, LLC


SURETY

Company: *(Corporate Seal)*

Philadelphia Indemnity Insurance Company

Signature: 

Name: Danyel Scott
and Title: Managing Member

Signature: 

Name: Jeremy Crawford, Attorney-In-Fact
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CCI Surety, Inc.
1710 N. Douglas Dr, Suite 110
Golden Valley MN 55422
763.543.6993

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Int.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors,

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

§ 16 Modifications to this bond are as follows:

**Notwithstanding the terms of the contract, the sum or the bond stated herein shall not increase without prior written consent of Surety.

**All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

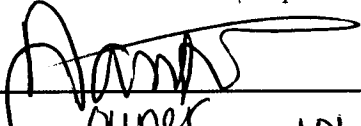
Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:



Name and Title:

owner

Address:

21505E Hwy 101
pm 384
Lincoln City, OR 97307

Signature:



Name and Title:

owner

Address:

21505E Hwy 101 pm 384
Lincoln City, OR 97307

Init.

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond No.: PB11509601397



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Dreamland Skateparks, LLC
6913 NE Highland Rd.
Otis, OR 97368

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: 3/4/2014

Amount: \$500,000.00

Description:

(Name and location)

RFP #35-2013 Berry Hill Skate Park Design-Build Services

BOND

Date: 4/7/2014

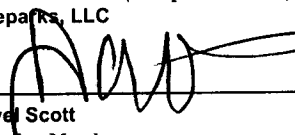
(Not earlier than Construction Contract Date)

Amount: \$500,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

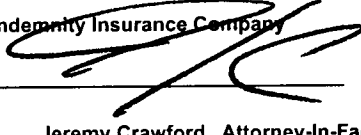
Company: *(Corporate Seal)*
Dreamland Skateparks, LLC

Signature: 
Name: **Danyel Scott**
and Title: **Managing Member**

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Philadelphia Indemnity Insurance Company

Signature: 
Name: _____
and Title: **Jeremy Crawford, Attorney-In-Fact**

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CCI Surety, Inc.
1710 N. Douglas Dr, Suite 110
Golden Valley MN 55422
763.543.6993

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

******Notwithstanding the terms of the contract, the sum or the bond stated herein shall not increase without prior written consent of Surety.

******All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

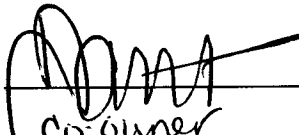
Company:

(Corporate Seal)

Signature:

Name and Title:

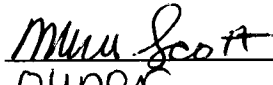
Address:


Co-owner
2150 SE Hwy 101 pmb 384
Lincoln City, OR 97134

Signature:

Name and Title:

Address:


Owner
2150 SE Hwy 101 pmb 384
Lincoln City, OR 97134

Init.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemeec, Andrea Joy Michael Haight, Tanya Fukushima, Lisa Jabas, William Gerber & Bradford J. Quiri of C*C*I Surety, Inc.

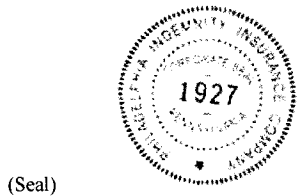
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

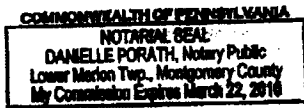
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

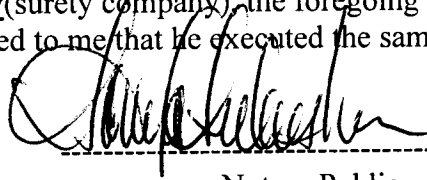
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of April, 2014.


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 7th day of April, 2014 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Philadelphia Indemnity Insurance Company** (surety company) the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public

