

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 21, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Element Design, 366 South Broadway, Lexington KY 40508 (**CONSULTANT**). **OWNER** intends to proceed with the Design and Construction Administration Services as described in the attached Exhibit A "**RFP #21-2016 Architectural and Engineering Services for Jacobson Park Sprayground.**" The services are to include the design of a standalone sprayground at Jacobson Park, 4001 Athens Boonesboro Rd., Lexington, KY 40509. Scope includes schematic design/engineering, detailed cost estimation, construction plans and specifications, bid assistance and construction administration for the sprayground as well as modification or replacement of the existing restroom to meet applicable Federal, State and Local Codes for spraygrounds. The construction budget is not to exceed \$575,000. These services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of Design and Construction Administration services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary Design and Construction Administration services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A " RFP #21-2016 Architectural and Engineering Service for Jacobson Park Sprayground" and attached Exhibit B the "Proposal of Architectural and Engineering Services for Jacobson Park Sprayground" (the **CONSULTANT**'s response to RFP #21-2016).

- 1.2.3. To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT B**.
- 1.2.4 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.5. At a minimum, the **CONSULTANT** shall provide Cost Estimates in Excel, the full set of final Plans in AutoCAD 15 (or newer), specifications in MS Word and one (1) full set of both in PDF format for reproduction at Lynn Imaging for bidding purposes.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work". Extra Work shall not proceed until the **OWNER** gives written authorization.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1.** Time is of the essence in the performance of this agreement. **CONSULTANT** shall complete the following phases, further identified and described in exhibits A and B, no later than November 30, 2016: the Design Development Phase, the Schematic Design and Cost Estimates Phase, and the Construction Documents Phase. **CONSULTANT** shall complete the Bidding Assistance and Construction Administration Phase, further identified and described in exhibits A and B, no later than thirty (30) days after construction of the project is complete.
- 4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. Basic Services

CONSULTANT and/or its sub-consultant/s shall provide the services in attached Exhibit A " RFP #21-2016 Architectural and Engineering Service for Jacobson Park Sprayground" and attached Exhibit C the "Proposal of Architectural and Engineering Services for Jacobson Park Sprayground" (the CONSULTANT's response to RFP #21-2016).

5.1.1.a Fee payable to CONSULTANT shall be per Exhibit D "Detailed Payment Schedule".

5.1.1.b Each phase of work shall receive approval of OWNER prior to CONSULTANT proceeding with the next phase of work. The OWNER's designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. Extra Work

Extra Work shall be paid for by the OWNER on the basis of the hourly rates submitted by the CONSULTANT in their proposal. In the event the OWNER and the CONSULTANT are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (Disputes).

5.2. Times of Payment

5.2.1 CONSULTANT shall submit to OWNER detailed statements for work completed upon the acceptable completion of each phase of work (or portion of a phase of work) as defined by Exhibit D "Detailed Payment Schedule". The Statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall respond to CONSULTANT'S monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

- 5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. **Successors and Assigns**

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. **Disputes**

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of General Services, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

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

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT's** (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

CONSULTANT 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.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER**

in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT** :

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

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. OWNER 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 OWNER.
- 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 OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If

not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

- f. **OWNER** 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 **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.5. RENEWALS

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.6. VERIFICATION OF COVERAGE

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Michelle Kosieniak, Supt. Planning & Design and Michael Johnson, Project Manager of the Division of Parks and Recreation (the "**OWNER'S** Agents"), as the authorized agents of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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


OWNER:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**


BY: 
JIM GRAY, MAYOR

CONSULTANT:



BY: 
Ramona Fry, Principal

ATTEST:


URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by

Stacy Heron, as the duly authorized representative for and on behalf
of Element Design on this the 19 day of Sept, 2016
My commission expires: 11-21-17.

Stacy Heron
NOTARY PUBLIC

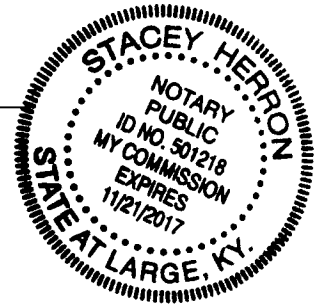


EXHIBIT A

RFP#21-2016

ARCHITECTURAL AND ENGINEERING SERVICES

FOR JACOBSON PARK SPRAYGROUND

EXHIBIT B

**CONSULTANT'S RESPONSE TO RFP#21-2016
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR JACOBSON PARK SPRAYGROUND**

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT D

DETAILED PAYMENT SCHEDULE

EXHIBIT A

RFP#21-2016

ARCHITECTURAL AND ENGINEERING SERVICES

FOR JACOBSON PARK SPRAYGROUND



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#21-2016 Architectural and Engineering Services for Jacobson Park Sprayground** 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 **July 12, 2016**.

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 #21-2016 Architectural and Engineering Services for Jacobson Park Sprayground

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.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD 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.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

Cost of Services	15 points
Specialized experience and technical competence	25 points
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations	10 points
Past record and performance	20 points
Familiarity with details of project	15 points
Degree of local employment	15 points

See additional information about selection criteria in specifications.

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

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

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Prepared by: _____

Name & Title

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to

participate effectively.

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts

related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	859-257-7668
	Shire Hawkins	smack@uky.edu	
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # _____

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

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

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

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

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

 Company

 Company Representative

 Date

 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company	Company Representative
Date	Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000 to \$1million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be provided in the amount specified above unless deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.

- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

Safety and Loss Control

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

DEFAULT

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

Request for Proposals

RFP 21-2016 Architectural and Engineering Services for Jacobson Park Sprayground Division of Parks and Recreation

The LFUCG is requesting proposals for architectural/engineering services for:

- **Jacobson Park Sprayground, 4001 Athens Boonesboro Rd Lexington, KY 40509**
Design of standalone sprayground based on the 2016 Lexington Aquatics Master Plan and Owner-provided conceptual site plan (Exhibit D). Includes modification or replacement of existing restroom to meet applicable codes for spraygrounds. Scope includes schematic design/engineering, detailed cost estimation, construction plans and specifications, bid assistance and construction administration. Estimated construction budget of \$575,000

Jacobson Park Sprayground

A. SCOPE OF WORK

1. Recommendations

The facility at Jacobson Park sprayground should be located adjacent to and complement the new playground near the reservoir. Renovate or replace the existing restroom.

2. Site Plan

The Owner shall supply a topographic survey and initial geotechnical report in electronic format to the selected Consultant. The Consultant shall be responsible for field verifying all data provided and including this in the project documents.

3. Program Development & Schematic Plans

The Consultants shall be expected to attend at least 3 meetings with Parks staff and other stakeholders. The first meeting shall be to review recommendations of the Aquatic Master plan, establish existing site conditions and discuss Owner's specific goals.

The second meeting shall include presentation of 50% schematic site/floor plans and elevations sufficient to illustrate to stakeholders the integration of renovations needed for ADA compliance, mechanical system upgrades, health codes, other current building codes, etc. and the programming information obtained at the first meeting. Stakeholders shall be given opportunity to provide feedback to the Consultants for consideration.

The third meeting shall include presentation of 90% schematic site/floor plans and elevations to illustrate to stakeholders the resolution of any issues discussed at prior meeting.

4. Cost Estimates

Using approved schematic plans the Consultant shall provide opinions of cost for each phase.

5. Construction Documents

Work in this phase shall include preparation of plans and specifications sufficient to bid the construction of the project and all meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). The Division of Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid with the exception of Special Conditions and Technical Specifications which shall be provided by the Consultant.

6. Bidding Assistance

The scope shall include assisting the Division of Parks & Recreation with Bid Administration. At minimum, this includes responding to technical questions during bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received.

7. Construction Administration

Once a contractor has been selected, the Consultant will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. While Parks and Recreation staff may perform some of the daily site inspections, the Consultant shall be expected to attend progress meetings and critical site inspections (footer, mechanical, rough-in, etc.) as required. Throughout the duration of the construction, the Consultant shall be required to review and certify applications for payments to the contractor. Also included will be routine "trouble-shooting" during construction.

B. DELIVERABLES

At a minimum, the Consultant will provide cost estimates in Excel, the full set of final plans in AutoCAD 15, specifications in MS Word and one (1) full set of both in PDF format for reproduction at Lynn Imaging for bidding purposes.

C. TIMELINE

The project goal is for plans to be complete and project bid before the end of December 2016 so that construction may begin in spring and the facility be completed so it is fully operational by the end of April 2017 for pre-season testing.

Selection of Consultant

Consultant will be selected based on the following criteria:

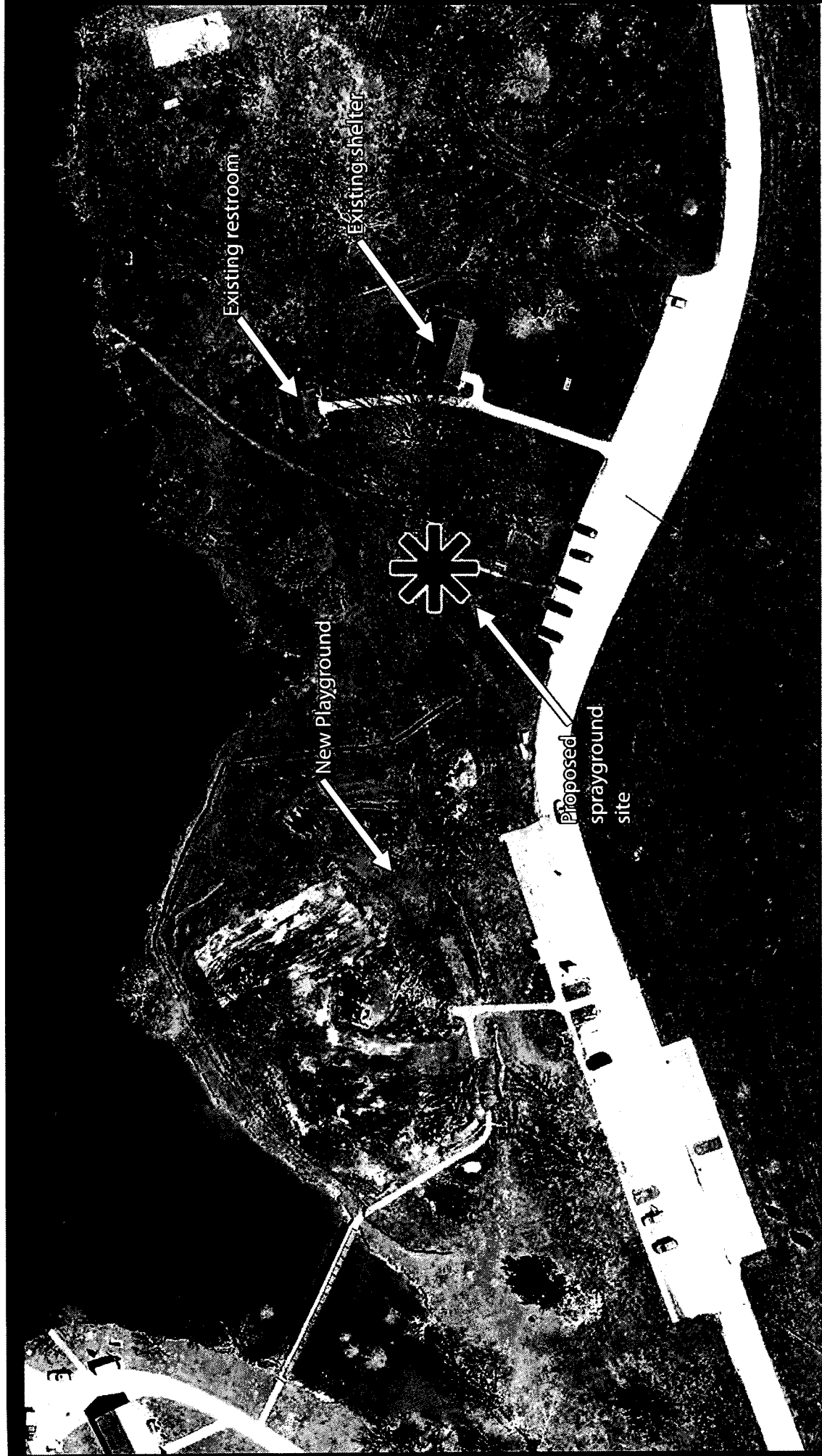
1. Estimated cost of services. 15 points
2. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 20 points
5. Familiarity with the details of the project. 15 points
6. Degree of local employment to be provided by person or firm. 15 points

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

Form of Proposal

Jacobson Park Sprayground	
Design Development	\$
Schematic Design & Cost Estimates	\$
Construction Documents	\$
Bidding Assistance & Construction Administration	\$
Total**	\$
Hourly Rates - please attach schedule of hourly rates for negotiated additional work requested by Owner	

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



**PARKS
& RECREATION
LEXINGTON, KY**

Jacobson Park Sprayground
June 3, 2016

EXHIBIT B

**CONSULTANT'S RESPONSE TO RFP#21-2016
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR JACOBSON PARK SPRAYGROUND**

LFUCG
Request for Proposal
#21-2016

Architectural and Engineering Services for Jacobson Park Sprayground

July 12, 2016



element design
366 South Broadway
Lexington, KY 40508
www.element-site.com

Cover Letter

Section 1. Estimated cost of services

Section 2: Specialized experience and technical competence of the design team, key personnel, team roles & organizational chart

Section 3: Capacity of the design team to perform the work within the time limitations

Section 4: Past record and performance

Section 5: Familiarity with the details of the project

Section 6: Degree of local employment

Section 7: Additional Information

Hourly Rates

Reference

Affidavit

Affirmative Action Plan and

Equal Opportunity Agreement

Work Force Analysis Form

Firm Submittal Page

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

KY Permit and Registration

WBE Certificate

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

Mr. Slatin:

Some projects are special. We see the Jacobson Park Sprayground as an extension of so many good, artful, creative and interesting things happening right now in Jacobson Park. Having spent nearly the past year working daily with the LFUCG Division of Parks and Recreation on the reconstruction of the Jacobson Park Playground, our firm feels very heavily invested in this special park. It would be very much our privilege to work with our City and Parks on this much anticipated sprayground, continuing to better this destination place in our community.

Element Design is a firm with a very diverse design history. We've done a little bit and a lot of everything, for a variety of public and private clients over the years. Part of what excites us as a firm is the opportunity to research, learn and grow as designers. While we've designed similar sprayground projects, and constructed a number of water features of varying types over the years, we likely won't be the firm that submits for this project with the largest portfolio of sprayground / splashpark work. But I would dare say we are the firm with the most enthusiasm for this project, this place and this Park. We certainly have the technical skill, project management experience, and the right team to successfully complete the project. Just as importantly, we have the passion for the project, and the very recent knowledge of the site and the careful thought and care that has been part of reinventing this special landmark. In addition, our team member, Shroul Tate Wilson Mechanical Electrical Engineers has significant experience in aquatic design, including their work at The Pavilion for Georgetown-Scott County Parks and Recreation.

Element strives to seek a deep and meaningful narrative for all projects. Developing innovative design solutions, weaving site elements like earth, water, hardscape and landscape together with carefully developed details and story is what truly excites us as designers. We believe there tremendous opportunity to expand the story we've begun to tell with the Playground; we want to be the team that continues that story with the Sprayground.

Our Team Element Design

Ramona Fry, RLA, LEED AP BD+C will serve as **Principal in Charge** for our entire team. Ramona is a Principal of Element Design and brings 16 years of experience in design and management for large and complex projects. She has a thorough understanding of the issues and opportunities and has recently been the project manager for several LFUCG projects, including Jacobson Park Playground. She is especially talented at managing "teams," public facilitation and keeping our clients completely informed through each phase of the work.

Clay Johnson, PE, will serve as our **Project Civil Engineer**. Clay is a registered Civil Engineer with experience in hydrology, hydraulics, grading, roadway design, sanitary sewer and water distribution design. His experience specializes in roadway and drainage design for KYTC projects, along with working with LFUCG, Louisville MSD, commercial developers and other local governments throughout Kentucky and Tennessee. Clay has a proven history of working with diverse groups of professionals and coordinating projects that improve and protect the environment.

Billie Motsch, Landscape Designer, will serve the team as the Landscape Design specialist. Billie has a strong background in the Nursery and Landscape Construction industry, as well as development of Construction Documents and details. She was also heavily involved in the Jacobson Park Playground renovation

throughout the project. Billie will further assist the team with the development of plan graphics as part of the public facilitation process, as well as construction documents.

Shrout Tate Wilson

Mechanical and Electrical Engineers

Whitley C. Casey, PE, LEED AP, CEM, CxA, L.S.I.T. will serve as **Principle in Charge** for STW. Whitley is an electrical engineer with a wide variety of experience in the public and private realms. He has worked on a number of recent LFUCG projects, and has years of experience in project management. Whitley also specializes in sustainable design, and maximizing facility systems for both initial and long term operational costs for Owners.

Cory V. Sharrard, PE, LEED AP, CxA, will serve as our **Project Mechanical Engineer**. Formerly of KTA, Inc., Consulting Engineers, Cory has a long history working with Element Design on a variety of parks and recreation projects, including serving as the mechanical engineer for the Elizabethtown Sports Park, working directly with Ramona as part of that team. Cory also has extensive experience working with LFUCG, Fayette County Public Schools. Her further relevant project experience includes The Pavilion for Georgetown-Scott County Parks and Recreation, and the Childrens Garden at the University of Kentucky Arboretum.

Jeff Frohlich, Electrical Designer, will work directly with Whitley on the development of electrical systems drawings, details and specifications. Also formerly of KTA, Inc., Consulting Engineers, Jeff also worked with Element Design on the Elizabethtown Sports Park as well as the Childrens Garden water features. Jeff's additional relevant experience includes The Pavilion at Georgetown, pool renovations at Jenny Wiley and Lake Cumberland State Resort Parks, and the Pool & Athletic Facility at Johnson Central High School.

LFUCG Experience

Element has years of experience working for LFUCG and on projects within Fayette County; as noted we are also currently providing site design and engineering services for the new Jacobson Park Playground, as well as design services for the Idle Hour Park Improvements, the new LFUCG Senior Center at Idle Hour Park, the Gainesway Trail and the Lower Can Run Wet Weather Storage Facility Architectural & Site Improvements. As member of and **parents in this community**, we also spend hours exploring and experiencing our parks. We know how badly a facility like this one is needed in our community. And we believe we have the right knowledge of the existing conditions, regulatory experience, and the design ability needed to work with you to research, design and provide the best solutions for your park and your budget.

Park Experience

In addition to the Jacobson Park Playground renovation and other current LFUCG Parks experience, Element's recent experience includes improvements at six inner city parks for the **City of Hopkinsville**, including design and construction documentation for a new Sprayground at Walnut Street Park. Element also served as the prime design consultant for the **Elizabethtown Sports Park**, a 29 million dollar tournament sport and recreation park complex. The ESP features a multitude of park design features, including four separate themed play areas with mister stations, and a complete Miracle Field. We also believe our design work at the **Kentucky Childrens Garden** with its variety of water features serves as a great example of the creative and narrative approach to site design in which we specialize. Further, we are **facilitators and graphic communicators**- our park and site planning experience often includes a stakeholder input process.

Why Choose Us?

Experience - We have decades of experience in many types of site planning and design projects, with significant recent experience for LFUCG Division of Parks and Recreation, and especially at this Park site.

Expertise - We excel at marrying artful design solutions with technical expertise in the best interest of our clients and community. We pride ourselves on being the best landscape designers in the region, but are equally proud of our ability to translate vision into technical details that truly make a project special.

Creativity - We love a challenge. We love to work with multiple stakeholders, and challenge ourselves and your community to truly maximize the creative vision for this project, to stretch the vision for what the sprayground can be and what the potential for imaginative play and environmental education is truly invigorating for us. We believe our most successful projects - The Kentucky Childrens Garden, UK's Alumni Rooftop Plaza, Jacobson Park Playground - are successful not because they have large budgets, but because they are creatively beautiful and exciting places to learn and discover something new each time you visit.

Passion - This is the type of project we relish as landscape architects. The unique ability to design places that improve the quality of life and create fun, imaginative learning spaces across a community is absolutely, why we do what we love. As a landscape architecture firm, a site design firm, your project will be our top priority, our passion.

Finally, we are a 100% local team with the knowledge and experience with LFUCG and the Division of Parks and Recreation. Element Design is also a certified WBE through WBENC and a small local business; we greatly appreciate every opportunity given to us to work for our City, and all of your projects have our full attention and commitment. You will find a copy of our certification at the end of this proposal.

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



Ramona Fry, PLA, ASLA, LEED AP BD+C
Partner, Element Design

366 South Broadway
Lexington, Kentucky 40508
P: 859.389.6533

8401 Shelbyville Road Suite 228
Louisville, Kentucky 40222
P: 502.489.4221

www.element-site.com

elementdesign

Section 1. Estimated cost of services

Jacobson Park Sprayground

<u>Design Development</u>	<u>\$ 6,900</u>
<u>Schematic Design & Cost Estimates</u>	<u>\$ 9,200</u>
<u>Construction Documents</u>	<u>\$ 16,100</u>
<u>Bidding Assistance & Construction Administration</u>	<u>\$ 12,800</u>
<u>Total**</u>	<u>\$ 45,000</u>

Hourly Rates - please attach schedule of hourly rates for negotiated additional work requested by Owner

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

Section 2. Specialized experience and technical competence

Element Design is one of Kentucky's most highly recognized Landscape Architecture, Planning and Civil Engineering firms. We strongly believe that the environment is dynamic and involves adaptation and change. As designers, we believe our work should also be transformational and responsive to client, environment and community. We firmly believe that site design has the greatest capacity to transform and create community by providing thoughtful, functional and beautiful places for us to live, play and interact and come to know each other.

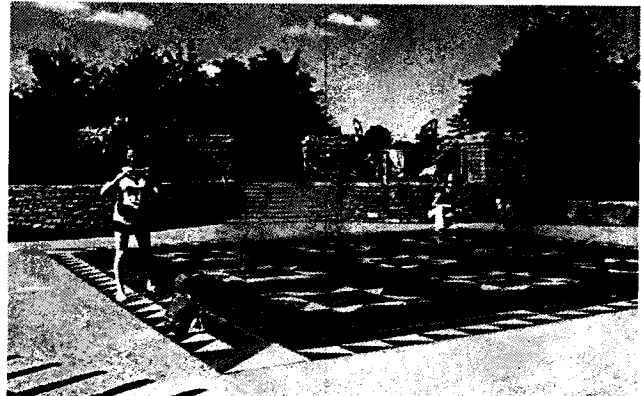
We are also committed to a collaborative design process with project stakeholders, and a studio style environment within our office. We utilize research, creativity and technical experience to approach all projects in a holistic spirit. We believe in finding the greater message and understanding the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

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

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



Elizabethtown Sports Park



University of Kentucky Children's Garden



Jacobson Park



University of Kentucky Alumni Plaza

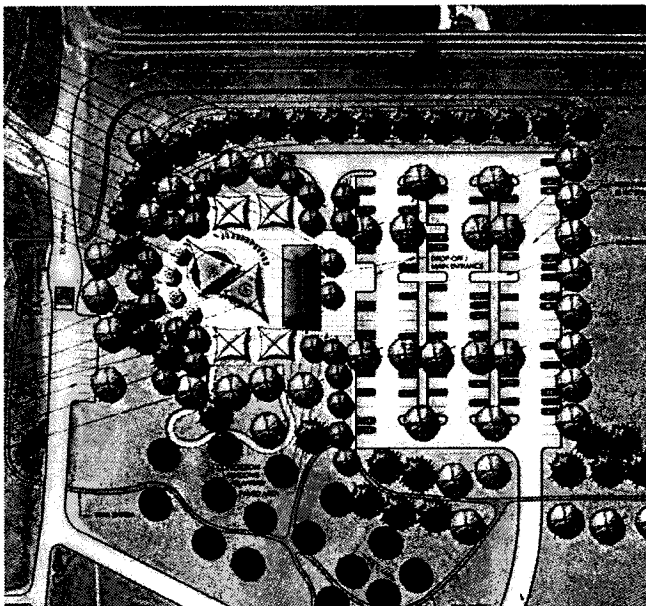
Section 2. Specialized experience and technical competence

We believe **Element Design** is uniquely qualified to provide the specific services outlined in the RFP. We have years of **experience working for LFUCG, Parks and within Fayette County**, both as a sub-consultant and as the prime consultant. As we are currently working on multiple projects within Fayette County, we understand the regulatory process associated with permits within the LFUCG jurisdiction, as well as potential regulatory issues associated with work in **environmentally sensitive areas**. While the proposed site is not currently within the defined 100 year floodplain, we understand that the floodplain is adjacent, as well as the lake, and have years of experience in associated **permitting, designing for erosion prevention** and sediment control measures, and consideration of how **grading, storm water controls and material selections** affect the greater watershed. Element is also **very experienced in integration of stakeholders**- utilizing multiple techniques, including focus groups, public meetings, project facebook pages and online surveys to help eliciting input into the design process as requested by the client. We find that allowing for a number of forms of communication helps to elicit a greater response from the public and really foster the sense that the community's voice is heard.

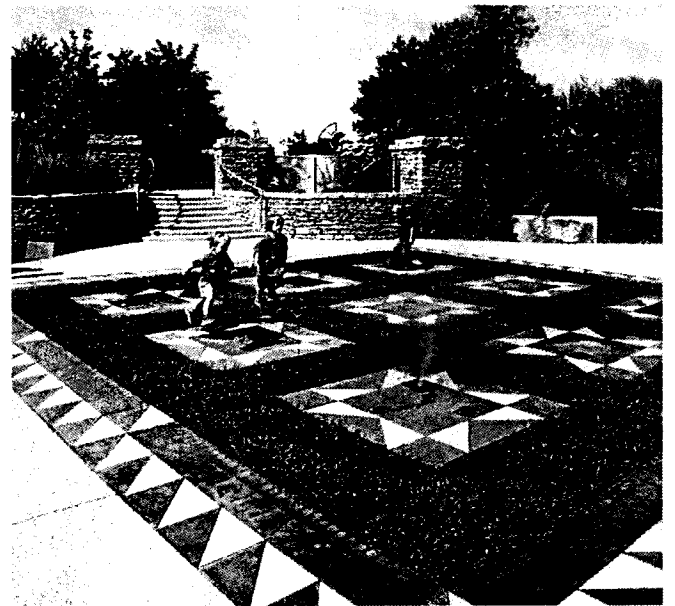
We have **recent design experience in both schematic design and construction documents / details for spraygrounds**, including our work at AJ Jolly Park and a sprayground for Walnut Street Park in Hopkinsville. In addition to these specific sprayground projects, we've designed and constructed projects with complex water features in the recent years, including the multiple water features at the Kentucky Childrens Garden, which includes created creeks, runnels, ponds, and a quilt themed spray area for children. We've designed several package and custom fountains, pools, and integrated misters and water features in multiple projects.

Additionally, we have a great deal of **experience in park and playground design**; we feel this experience in design for play areas lends itself well to the design of a sprayground themed largely for children. This experience combined with our intimate knowledge of the site will allow us to meet your schedule and your expectations.

Finally, we are first and foremost designers. We believe that we excel at finding the story in a space and exploring that narrative through shaping the land, utilization of native materials, careful detailing of pavements and amenities. We also believe **the story of water is so critical to this project** in a greater sense- both in terms of its role in making the sprayground 'go,' but also in the **opportunity to provide teachable moments about where that water comes from, how it's used on the site, and how it's returned to the greater hydrologic cycle in our community.**



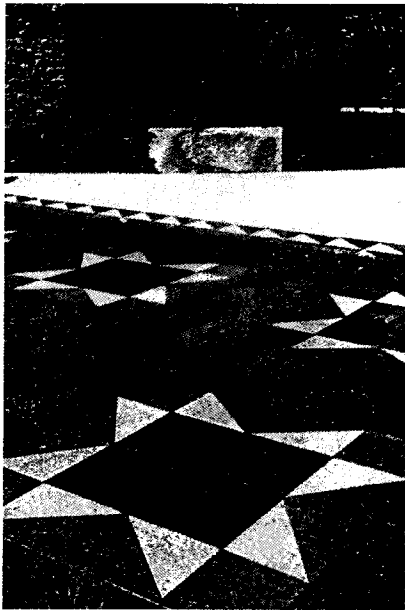
A J Jolly Park Splash Park



The Kentucky Children's Garden

Section 2. Specialized experience and technical competence

Award Winning Projects



2015 Kentucky Chapter ASLA
Award of Excellence
The Kentucky Children's Garden
Lexington, Kentucky

2015 Kentucky Chapter ASLA
Merit Award for Design
University of Kentucky Alumni Plaza Renovation
Lexington, Kentucky

2015 Kentucky Chapter ASLA
Merit Award for Design
Morehead State University Master Plan
Morehead, Kentucky

2014 American Public Works Association
Design Honor Award Parks Category
Hopkinsville Downtown & Inner-City Park
Hopkinsville, Kentucky

2013 Kentucky Chapter ASLA
Honor Award for Design
Elizabethtown Sports Park
Elizabethtown, Kentucky



2013 Kentucky Chapter ASLA
Honor Award for Design
University of Kentucky Garrigus Plaza Renovation
Lexington, Kentucky

2013 Kentucky Chapter ASLA
Merit Award for Design
Western Kentucky University Centennial Mall
Bowling Green, Kentucky

2012 KRPS Facility Award
Elizabethtown Sports Park
Elizabethtown, Kentucky

2011 Kentucky Chapter ASLA
Merit Award for Design
The BTC Newtown Pike Campus Master Plan
Lexington, Kentucky

2010 Environmental Commission Award
Kentucky Horse Park Stream Vegetation Project
Lexington, Kentucky

Section 2. Specialized experience and technical competence

Publications



Landscape Architect & Specifier News
Water Feature Edition
July 2016
The Kentucky Childrens Garden

Parks and Rec Business Magazine
March 2015
Elizabethtown Sports Park

Landscape Architect & Specifier News
Sustainable Campus Design Edition
October 2014
University of Kentucky - Alumni Plaza Renovation

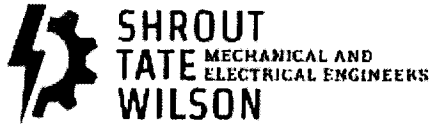
Landscape Architect & Specifier News
Parks & Recreation Design Edition
March 2014
Elizabethtown Sports Park

Landscape Architecture Magazine
April 2006
Bluegrass Airport Mural Project



Landscape Architect and Specifier News
February 2006
Bluegrass Airport Mural and Parkers Mill Road Relocation

Section 2. Specialized experience and technical competence



Lexington • Louisville • STWENG.COM

COMPANY PROFILE

Since 1981, Shrout Tate Wilson Engineers has been providing superior consulting engineering services for mechanical, electrical, plumbing and fire protection systems. In March of 2014, Shrout Tate Wilson Engineers and KTA, Inc. announced a merger of the firms. Together, we boast over half a century of experience designing systems that are sustainable by both the operator and the environment.

We are the authority in high-efficiency Geothermal and Variable Refrigerant Volume (VRV) design as well as classical chilled water, hot water, and steam systems. When this expertise is coupled with our ongoing drive for learning, we deliver innovative HVAC designs. Our electrical design expertise includes energy efficient lighting, power distribution systems, and low voltage communication systems.



PERSONALITY

People like working with us and we think you will, too. Our personality is a big piece of why we are your partner beyond the first-project honeymoon. The rest of the pie is made up of early & often communications and a "roll-up our sleeve" attitude.

Your projects are our business. This is why we don't shy away from problems when they occur. Instead, we apply stick-to-itiveness and professionalism to address challenges like schedule and coordination.

IN-HOUSE PERSONNEL

The next big challenges are here. Not just in new advances, but also making better use of our buildings

and the resources we have. Like you, we are thought leaders, leading the way with building projects in and for our community. We continue to expand our firm's talent pool, making us stronger than ever. We now have a total of 29 dedicated professionals on staff.

- ~ 10 Professional Engineers (PE)
- ~ 9 LEED Accredited Professionals (LEED AP)
- ~ 5 Certified Commissioning Authorities (CxA)
- ~ 3 Certified Energy Managers (CEM)
- ~ 1 Registered Communications Distribution Designer (RCDD)

RELEVANT PROJECTS

- Bernheim Arboretum & Research Forest Visitor Center
- Jenny Wiley State Resort Park Community Pool Upgrades
- Johnson Central High School Pool & Athletic Facility
- Kentucky State University Exum Center
- Lake Cumberland State Resort Park Community Pool Renovations
- Private Resident Gym Building featuring Plunge Pool & Sauna
- Raven Run Nature Sanctuary Visitor's Center
- The Pavilion for Georgetown-Scott County Parks & Recreation
- University of Kentucky's The Kentucky Children's Garden at The Arboretum Phase I & Phase II

WORK WITH LFUGG

- 911 Center Renovations
- Carver Community Center Renovation Phase I & II
- Castlewood Community Center Study
- Day Treatment Facility
- Dixie Pump Station Project
- Fayette County Detention Center
- Fire Station #2
- Fire Station No. 1 Generator
- Government Services Building - New Elevator
- Historic Fayette County Courthouse - Temporary Occupancy for Museum & Office Space
- Kenwick Community Center Study
- Lexington Fire Department Maintenance Phase 2 Building
- Lyric Theatre & Cultural Arts Center Renovation and Addition
- Parks & Recreation Masterson Station Tack Barn
- Streets & Roads Campus Generator

Section 2. Team Roles and Organizational Chart

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

Element Design employs three licensed Landscape Architects and two Landscape Designers. Element also holds a current Engineering Permit with the Commonwealth of Kentucky, license number 2811. Clay Johnson, PE, serves as the Project Civil Engineer for Element Design.

Lexington Fayette Urban County Government

elementdesign

Project Design Management, Public Facilitation, Landscape Architecture/Site Design and Construction Documents, Civil Engineering, Construction Administration Assistance

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

Clay Johnson, PE - Principal Project Engineer

Billie Motsch - Landscape Designer



(MEP) Systems Engineering, Lighting Design

Whitley C. Casey, P.E. - Principal, Electrical Designer

Cory V. Sharrard, P.E. - Project Manager, Mechanical Engineer

Jeff Frohlich - Electrical Designer

Section 3: Capacity of the design team to perform the work



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

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

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

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

Registration:

Landscape Architect –
Kentucky, #661

Certifications: LEED AP BD+C

Education:

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

Idaho State University
Bachelor of Arts in Education,
1994.

Professional Experience:

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

Mcllwain + Associates
Landscape Architect
2000- 2008

Adjunct Faculty
University of Kentucky
2002

Louisiana State University
College of Design
Graduate Assistant
1999-2000

Recent Experience:

LFUCG Jacobson Park Playground - Lexington, KY

Elizabethtown Sports Park - Elizabethtown, KY

AJ Jolly Campground & Splash Park Study - Alexandria, KY

LFUCG Senior Center - Lexington, KY

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

LFUCG Idle Hour Park Improvements - Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

Rupp Arena and Convention Center - Lexington, KY

Kentucky Horse Park New Outdoor Arena - Lexington, KY

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

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

University of Kentucky Berea College Indian Fort Sustainable Parking Lot
Renovation - Berea, KY

Section 3: Capacity of the design team to perform the work



Clay Johnson, PE

Clay is a registered Civil Engineer with experience in hydrology, hydraulics, grading, roadway design, sanitary sewer and water distribution design. His experience specializes in roadway and drainage design for KYTC projects, along with working with LFUCG, Louisville MSD, commercial developers and other local governments throughout Kentucky and Tennessee.

Clay has a proven history of working with diverse groups of professionals and coordinating projects that improve and protect the environment. As a native of eastern Kentucky, he understands the unique challenges of the region and enjoys working with local officials and residents to best achieve project goals.

Registration:

Kentucky, PE 31079
Tennessee, PE 118803

Certifications:

Education:

University of Kentucky
Bachelor of Science,
Civil Engineering, 2011

University of Kentucky
Bachelor of Arts, Secondary
Science Education, 2009

Professional Experience:

Hazen and Sawyer
Civil Engineer
Midwest Civil Lead
January 2015 - May 2016

ICA Engineering
Civil EIT
May 2011 - January 2015

Summit Engineering
Civil EIT
May 2013 - December 2013

Recent Project Experience:

AB Sawyer Park - Louisville, KY

Bluegrass Community and Technical College Newtown Pike Campus
Phase II Building - Lexington, KY

Eastern Kentucky University - Athletic Sports Facility - Richmond, KY

Morgan County High Alternative Center Safe Room - Morgan County,
KY

Morgan County High School Practice Day Locker Facility - Morgan
County, KY

Gallatin County Bus Compound - Gallatin County, KY

Ashland Alumni Gym Renovation - Ashland, KY

One and Done Self Storage Facility - Louisville, KY

LFUCG RMP Remedial Measures Plan - Lexington, KY*

Hartland Trunk Replacement - Lexington, KY*

MSD Downspout Disconnection Program - Louisville, KY*

KY 338/US 25/ I-75 Double Diamond Interchange - Richwood, KY*

KY 211 Landslide Repair - Morehead, KY*

US 421 Safety Improvements and Realignment - Leslie County, KY*

Pikeville Commons Development - Pikeville, KY*

Magoffin County High School - Salyersville, KY*

* Work completed while employed by firms other than Element Design

Section 3: Capacity of the design team to perform the work



Billie Motsch - Landscape Designer

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

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

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

Education:

University of Kentucky
Bachelor of Science in
Landscape Architecture, 2005

Work Experience:

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

M2D Design Group, PLLC
Landscape Designer
2011-2012

Mindel, Scott and Associates
Landscape Designer
2005-2011

Project Experience:

LFUCG Jacobson Park Playground - Lexington, KY

LFUCG Idle Hour Park - Lexington, KY

LFUCG Senior Center - Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Walnut Street Park - Hopkinsville, KY

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

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

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

VA Hospital Renovation/Demolition - Lexington, KY

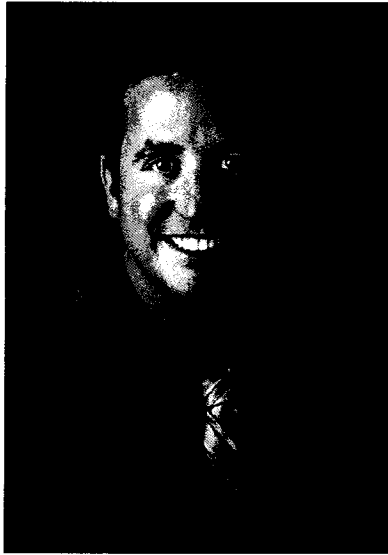
Deep Springs Elementary School Renovation- Lexington, KY

Breckinridge Elementary School Renovation - Lexington, KY

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

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

Section 3: Capacity of the design team to perform the work



Whitley C. Casey, P.E.
Principal, Electrical Designer

For this project, Whitley will manage staff resources and assure delivery of quality design documents. He will also oversee the electrical system design.

Professional Experience:

Shrout Tate Wilson Consulting Engineers, Lexington, KY
2003 - Present

Mr. Casey leads STW's team for the firm's most challenging projects. His responsibilities also include the design of lighting, power distribution, emergency power systems, fire alarm, sound/intercom, telephone/ data and miscellaneous control systems for our Municipal, Education, Commercial, Church, and Wastewater Treatment Plant projects. Whitley incorporates systems into contract documents using AutoCad and Revit MEP. He also models and simulates building performances using EQuest software to verify designs meet Energy Star requirements.

Education:

Bachelor of Science in
Electrical Engineering,
Minor in Mathematics,
Graduated Magna Cum
Laude, May 2003
University of Kentucky
College of Engineering

Registration:

PE (Professional Engineer) KY
Registration # 25711

Certifications:

LEED (Leadership in Energy
and Environmental Design)
Accredited Professional

CEM (Certified Energy
Manager)

CxA (Certified Commissioning
Authority)

L.S.I.T. (Land Surveyor in
Training)

Project Experience:

LFUCG Castlewood Community Center Study

LFUCG Kenwick Community Center Study

LFUCG Carver Community Center Renovation

LFUCG Fire Station #2

LFUCG Dixie Pump Station

Raven Run Nature Sanctuary Visitors Center

Lexington Public Library Palumbo Renovation

Forkland Community Center

Wolfe County Community Center

Section 3: Capacity of the design team to perform the work



Cory V. Sharrard, P.E.
Project Manager, Mechanical Engineer

For this project, Cory will serve as the Mechanical Engineer and Project Manager. She is responsible for the design, specification, estimation, and construction administration of plumbing and mechanical systems.

Professional Experience:

Shrout Tate Wilson Consulting Engineers, Lexington, KY
2014-Present

Responsible for the design, specification, estimation and construction administration of plumbing, fire suppression, and mechanical projects at Shrout Tate Wilson. Her design experience includes: VAV Air Handling Unit systems, Central Chilled Water and Central Boiler systems, Central Geothermal systems, Central Geothermal Modular Heat pumps with Variable Primary Flow, Energy Recovery systems, Hybrid Geothermal systems, and Solar Hot Water Heating systems, Air-cooled VRV systems, and Water-cooled VRV with Hybrid Geothermal systems.

Education:

Bachelor of Science in
Industrial Technology, May
1996
Murray State University

Bachelor of Science in
Mechanical Engineering,
December 1998
University of Kentucky

Registration:

PE (Professional Engineer) KY
Registration # 23106

Certifications:

LEED (Leadership in Energy
and Environmental Design)
Accredited Professional

CxA (Certified
Commissioning Authority)
Kentucky Society of
Professional Engineers,
Professional Development
Committee Vice Chair

KTA, Inc., Consulting Engineers, Lexington, KY
1998-2014

KTA Principal. Responsible for mechanical cost estimating, cost tracking, and plan submittal for the majority of projects at KTA, Inc. Also responsible for calculating comparative life cycle cost analyses to prepare studies for various projects. Projects included educational, commercial, government, and healthcare.

Project Experience:

The Pavilion for Georgetown-Scott County Parks and Recreation

Elizabethtown Sports Park

University of Kentucky's The Kentucky Children's Garden at The Arboretum
Phase I & Phase II

University of Kentucky's Renovation and Expansion of the Dorothea Smith
Oatts Visitor Center

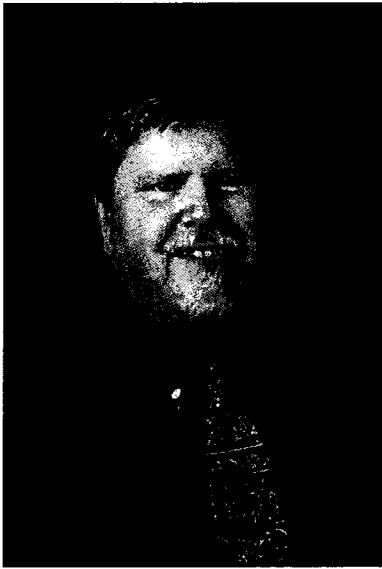
University of Kentucky's The Arboretum Restroom Facility

Kentucky Horsepark's Visitor Information Center – Museum Modifications for
Chinese Horse Exhibit

Pleasant View House Renovation/Museum

Lexington-Fayette & Urban County Government Carver Community Center
Renovation

Section 3: Capacity of the design team to perform the work



Jeff Frohlich
Electrical Designer

For this project, Jeff will be responsible for the design, specification, estimation, and construction administration of electrical systems.

Professional Experience:

Shrout Tate Wilson Consulting Engineers, Lexington, KY
2014 - Present

Responsible for the design and specification of electrical systems including: energy efficient lighting and power distribution systems, transient voltage surge suppression, communication systems, and fire alarm systems. Projects include educational, medical, commercial and government facilities.

KTA, Inc. Consulting Engineers Lexington, KY
1996-2014 KTA Principal and Treasurer of the firm.

Responsible for the electrical design and specification of energy efficient lighting systems, power distribution systems, voice/data networks, fire alarm systems, security systems, transient voltage surge suppression and lightning protection systems. Projects include educational, medical, correctional, commercial and industrial facilities. Involved in KETS Systems since the introduction of the first Building Wiring Standards Manual.

Education:

Lafayette High School
Electrical Drafting
May 1981

Project Experience:

The Pavilion for Georgetown-Scott County Parks and Recreation

Elizabethtown Sports Park

University of Kentucky's The Kentucky Children's Garden at The Arboretum
Phase I & Phase II

Allen County Schools James E. Bazzell Middle School Renovation

University of Kentucky's The Arboretum Restroom Facility

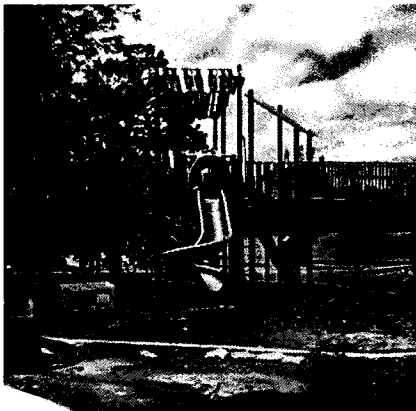
Greek Park Terrace Lighting Project at University of Kentucky

Allen County Career & Technical Center

Greenbo Lake State Park Lodge Complex HVAC

Jenny Wiley State resort Park Upgrades

Section 4. Past record and performance

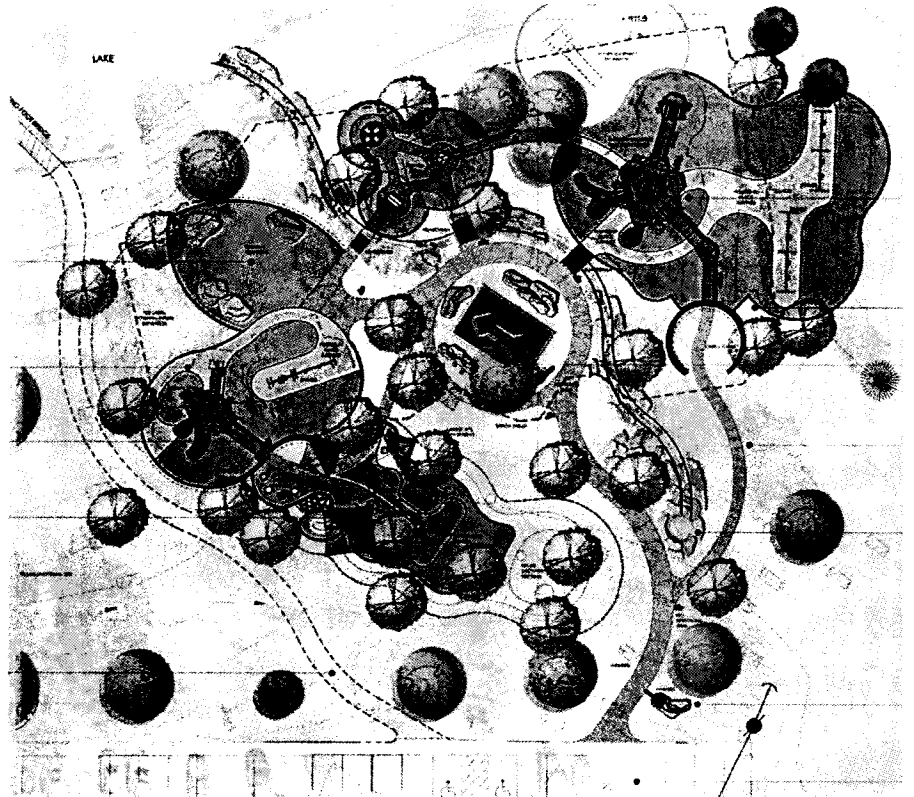
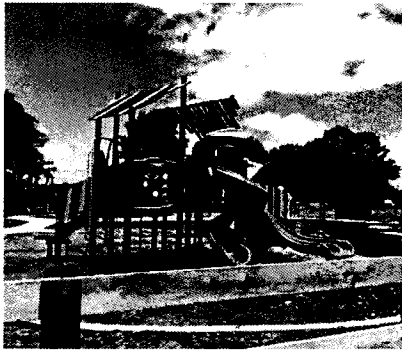


Element Design Recent Relevant Project List

- **UK Arboretum Children's Garden** - Cost: \$575,000
Keith Ingram, UK Capital Projects Management Division,
859.257.5911
- **Jacobson Park Playground** - Cost: \$470,000,
Michael Johnson, Administrative Officer
LFUCG Parks & Recreation, 859.288.2900
- **Idle Hour Park**- Cost: \$ 550,000
Joyce Thomas, Administrative Officer Senior, LFUCG
859.258.3054
- **Elizabethtown Sports Park** - Cost: \$ 29M,
Jana Clark, Elizabethtown Tourism and Convention Bureau,
270.765.2175
- **AJ Jolly Campground and Splash Park** - Cost TBD,
Matthew Verst, Messer Construction Company, 513.482.5484
- **Hopkinsville Inner-City Parks Design and Revitalization / Walnut Street Park Splashpad** -
Cost: \$ 1.0M,
Holly Boggess - AICP - Assistant Director & Downtown Renaissance Director
270.887.4285
- **The Isaac Murphy Memorial Art Garden** - Cost: \$ 675,000,
Keith Lovan, P.E.. LFUCG, Engineering, 859.258.3478
- **LFUCG Senior Center** - Cost: \$ 9.5M,
Joyce Thomas, Administrative Officer Senior, LFUCG, 859.258.3054
- **University of Kentucky Alumni Plaza Renovation** - Cost: \$ 900,000,
Ned Crankshaw, UK Chair of Landscape Architecture
859.257.7295
- **Gainesway Trail** - Cost: \$ 450,000,
Keith Lovan, P.E.. LFUCG, Engineering, 859.258.3478
- **Shillito Park Trail** - Cost: \$ 1.2M
Michelle Kosiniak, Parks & Recreation Planning & Design
859.288.2979
- **Jacobson Park Trail** - Cost: \$ 780,000
Michelle Kosiniak, Parks & Recreation Planning & Design
859.288.2979

Jacobson Park Playground

Lexington, Kentucky



Client:
Client Name: LFUCG Division
of Parks & Recreation

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

Cost: \$ 480,000

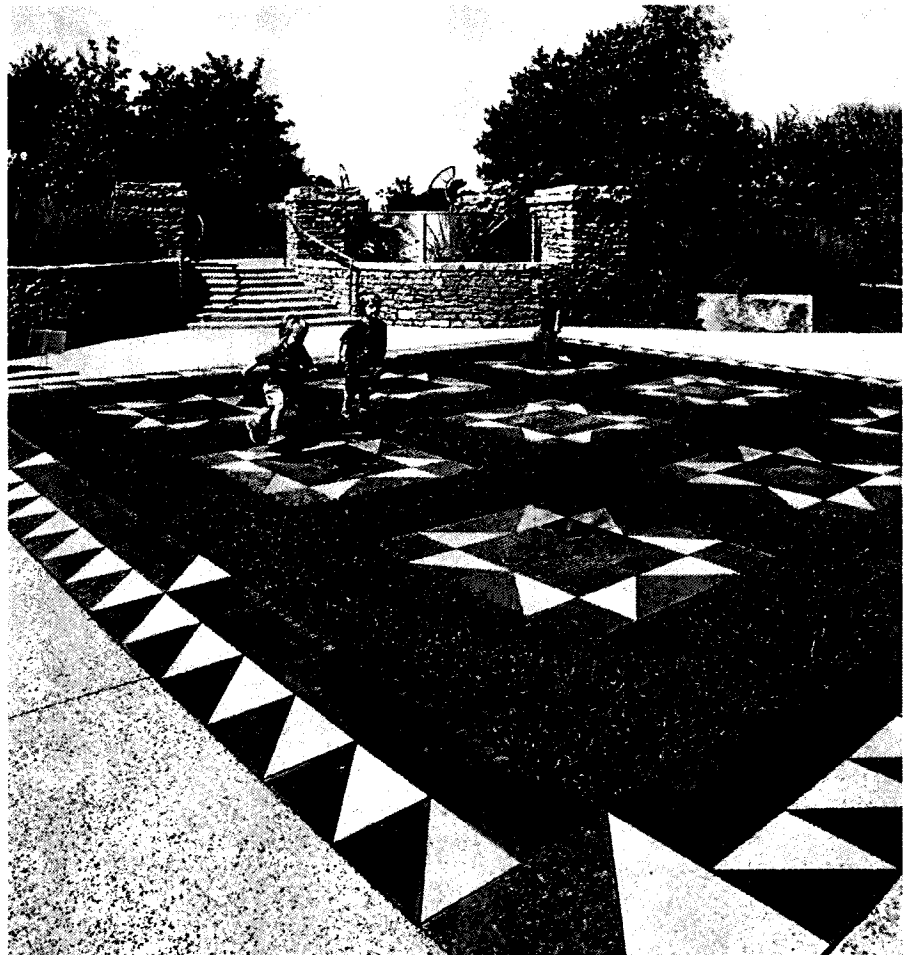
Element Design worked closely with the LFUCG Division Parks and Recreation to design a playground that would embrace the history and character of the much loved existing playground while reimagining the playground as an all inclusive play space that includes educational features and a more fully realized landscape experience.

Scope:

- Design development, construction documents and construction administration for the multifaceted play experience
- Work with a variety of stakeholders to develop a creative design given available resources.
- Preservation of the main towers of the existing structure as a focal point, and design to salvage of existing materials to be repurposed in the new playground design
- Introduction of play areas across multiple age groups, including an under 2 play area with infant and toddler play features
- Design for an accessible play experience across multiple levels
- Integration of landscape features, including topography, landscape material, native stones, and a created water feature.

The Kentucky Children's Garden

Lexington, Kentucky



Client:
University of Kentucky

Client Contact:
Keith Ingram
UK Capital Projects
Management Division
859.257.5911

Cost: \$ 575,000

2015 ASLA Kentucky Chapter
Award of Excellence

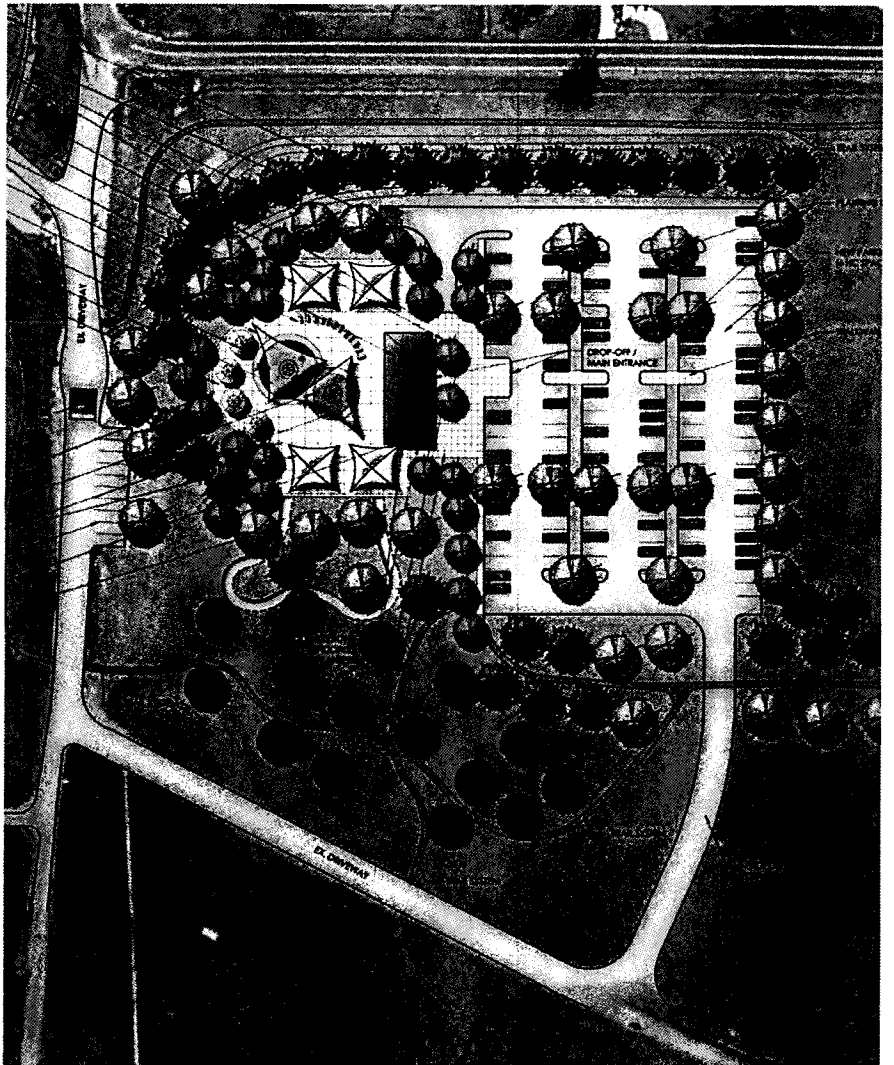
The Kentucky Children's Garden is an experiential place, where children of all ages can interact with the environment and have fun while learning about the ecology, geology, and cultural history of Kentucky. Each program element was developed in collaboration with design and educational committees to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

Scope:

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

A J Jolly Campground & Splash Park Study

Alexandria, Kentucky



Client:
Jolly Park Community
Development Council

Client Contact:
Name
Matthew Verst
Messer Construction Company
513.482.5484

Schematic Cost: \$3,000,000

Schematic Design for a new RV campground and Splash Park based on the existing park master plan. Design includes maximizing green space around the splashpark to create shade and a variety of experiences, links to existing trails, and expansion of existing parking.

Scope:

- Work with the client to develop and further refine the program and goals for both sites
- Developed multiple concepts for the client to review and select options from
- Inclusion of water spray features, concessions, and multiple building facility types
- Design for and to connect to various passive recreational features, including fishing docks, trails, playground areas in the Park
- Developed vision graphics and theming for water features to help tie the splashpark to the overall theme of the larger Park

Elizabethtown Sports Park

Elizabethtown, Kentucky



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

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



Client:
Elizabethtown Tourism and
Convention Board

Client Contact:
Jana Clark
Elizabethtown Sports Director
270.765.2175

Cost: \$ 29 Million

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

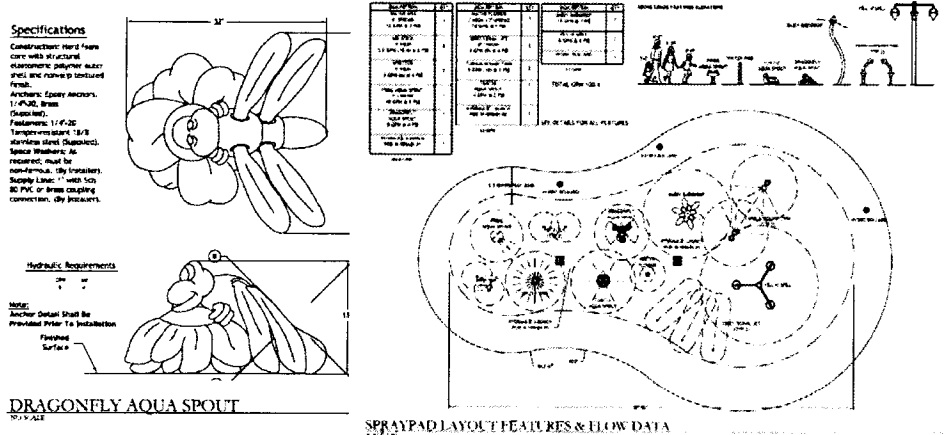
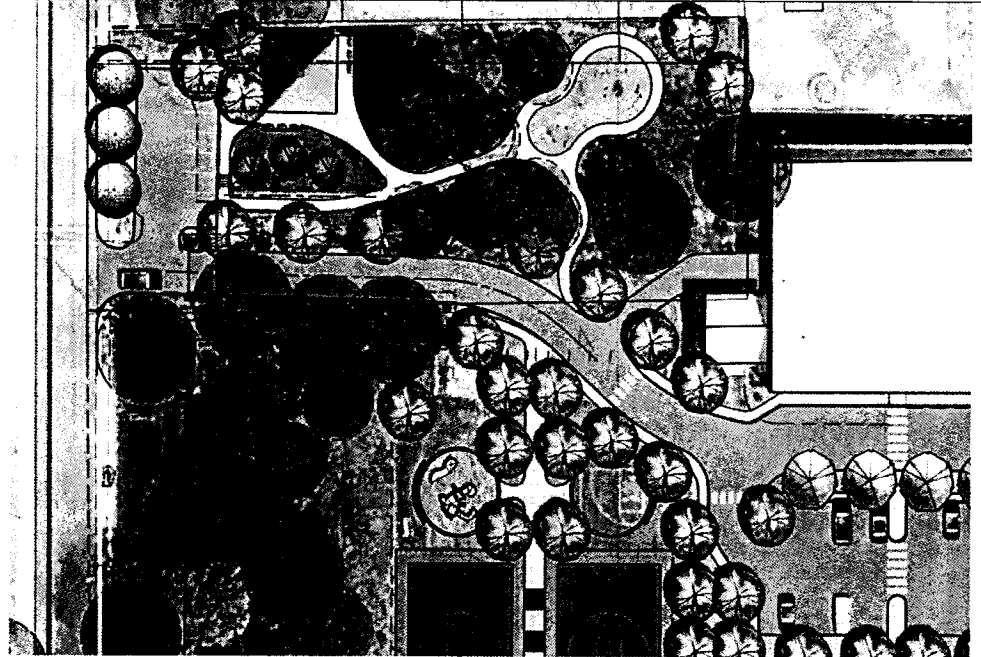
Element Design served as the prime consultant overseeing all aspects of the planning and design for this 158 acre sports facility

Scope:

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

Hopkinsville Inner-City Parks Design and Revitalization

Hopkinsville, Kentucky



Client:
City of Hopkinsville

Client Contact:
Steven R. Bourne - AICP - Director
Holly Boggess - AICP - Assistant Director & Downtown Renaissance Director
(270) 887-4285

Cost: \$ 1.5 Million

Element Design provided revitalization plans for two Olmsted Parks: Peace Park and Virginia Park, as well as revitalization for 6 additional parks, including full redevelopment of Walnut Street Park. Funding for the project was made available through a Community Development Block Grant and involved careful coordination with local stakeholders and public agencies. The projects were successfully bid and constructed and have recently opened to the public.

Scope:

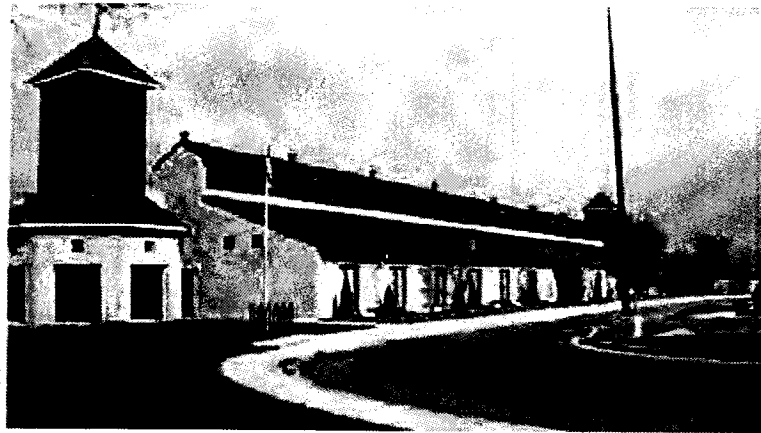
- Trail development, recreation courts and park shelters
- Parking areas, signage, lighting and site improvements
- Development of a pedestrian bridge over the Little River
- Development through Construction Documents and Bidding of a new Splashpad for one of the Walnut Street Park

Owner:
Scott County Parks & Recreation

Project Location:
Georgetown, Kentucky

Project Size:
52,000 square feet

Features:
Olympic Size Pool
Therapy Pool
Fun Pool with Slide and Water Features
2, Full-Size Basketball Courts
Locker Room
Running Track
Specialty Rooms
Offices



In the gymnasium, exercise rooms and locker rooms, the heating, ventilation and air conditioning is provided by roof top units. Heating in the units is gas fired and cooling is by air cooled DX condensing unit. Ventilation air is provided through the equipment with an enthalpy heat recovery wheel. Approximately 70% of the energy is recovered from exhaust air. A hot gas reheat cycle in the roof top units provides dehumidification to the areas.

In the natatorium, HVAC and pool heating are provided by a roof mounted Dectron unit. Heating in the Dectron unit is gas fired and cooling is by an air cooled DX condensing unit. Dehumidification of the air in swimming pool area is particularly important to the comfort in the entire building. The Dectron unit is specifically designed for natatorium dehumidification using a hot gas reheat cycle. Waste heat from the air conditioning and dehumidification cycles is used to heat the pool water. A gas-fired boiler within the unit provides supplemental heat when the waste heat is not available.

In the office areas, heating and cooling is provided by split system heat pumps with electric auxiliary heat. Condensing units are located on the roof and air handlers are located above the office ceilings. Ventilation is provided through energy recovery ventilators. These units are an enthalpy wheel to recover approximately 70% of the heat from the exhaust air.



Owner:

Elizabethtown Tourism and
Convention Board

Contact:

Jana Clark, Elizabethtown Sports Director
(270)765-2175

Project Location:

Elizabethtown, Kentucky

Project Cost:

\$29,000,000



MECHANICAL DESIGN ELEMENTS

- The HVAC design includes complete heating and cooling of the various buildings throughout the site. The buildings consist of: 6 concessions/restroom buildings, 3 large pavillion buildings with concessions/restrooms/offices/meeting rooms/locker rooms, 5 ticket booths, 2 soccer shelters with restrooms, a park headquarters building, park maintenance facility and a maintenance chemical storage building. The majority of the buildings are designed with individual split system units. The maintenance building has radiant heat in the garage areas along with split system heating and cooling in the enclosed areas.
- All plumbing was designed for each building which included gang restrooms and concessions areas for most buildings. Grease traps were designed for each concession building.

ELECTRICAL DESIGN ELEMENTS

- Extensive coordination with local electric utility. No.1n RECC, for high voltage distribution into the park, with over a dozen step-down, pad-mount transformers, multiple switchgear sections at various locations, distribution panelboards, and branch circuit panels scattered throughout the park, for a complete electrical distribution system.
- All electrical distribution equipment is protected with transient voltage surge suppression devices.
- Decorative site lighting for all park entrances, roadways, parking lots, walk paths and pavillion areas. A combination of fluorescent, led and metal halide lighting is utilized.
- Site and sports field lighting are controlled by a park-wide, wireless controls system, to help conserve energy.
- There are a total of 25 sports fields in the complex (softball, baseball, miracle field, soccer and football.) 21 of these 25 fields are lit with professional quality metal halide sports lighting.
- Decorative exterior electrical pedestals are at numerous locations throughout the park complex, which contain a variety of power receptacles, data outlets and audio controls and inputs.
- There are ball field and park-wide p.a. systems for game score-keeping and announcements, as well as being integrated into an emergency weather alert system.
- Each of the fields has professional quality led scoreboards with controllers.
- Fire alarm systems in various building throughout the complex.
- There is an extensive wireless and wired data / voice network wiring infrastructure throughout the park complex, which includes all cabling and cabling paths, wireless access point locations, patch panels, racks and panels.
- There are numerous buildings throughout the sports park complex, most all of which contain fluorescent and led lighting, power receptacles, data / voice network infrastructure, and other low-voltage systems.

Owner:

University of Kentucky & Lexington-Fayette
Urban County Government

Contact:

Molly Davis, Arboretum Director
859-257-6955

Project Location:

Lexington, Kentucky

Project Size:

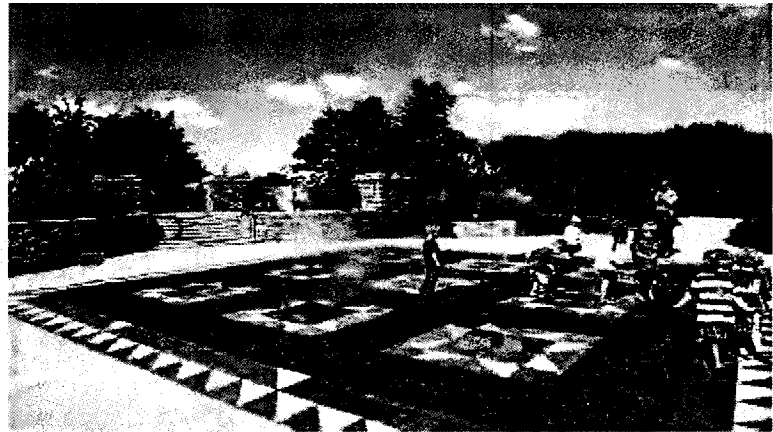
1.85 acres

Status:

Phase I Completed 2010

Phase II Completed 2014

Restroom Facility - Completed 2016



The Kentucky Children's Garden is a 1.85 acre outdoor learning environment within The Arboretum on the University of Kentucky's campus. The garden features several exhibits and elements designed to help children gain hands-on learning of environmental education. The landscape includes themed gardens, a water feature, a mist fountain, a small amphitheater, interactive educational exhibits, inter-connecting paths, and seating areas.

Our team provided the mechanical, plumbing, and electrical services for Phase I and II of the garden's construction. Additionally, STW completed the restroom facility project located near the garden's entrance. We are also currently part of the team designing the renovation and expansion to the Dorothea Oatts Visitor's Center.



Section 4. Past record and performance

Element Design has worked extensively with LFUCG over the years both as a sub-consultant and a prime consultant. We are currently working for LFUCG through the Divisions of Parks and Recreation, General Services, Engineering, and Water Quality on multiple ongoing projects, including:



- **Jacobson Park Playground.** The playground had a hard budget number but many needs and very high expectations; we worked directly with Parks to creatively execute as many of the design features as possible given the budget numbers. We worked in tandem to realize the design intent in the field utilizing salvaged and donated materials, creative problem solving and sweat equity. Construction to finish in July, 2016.
We love this project, and we hope it shows.
- **LFUCG Senior Citizens Center.** Element worked as a subconsultant to architecture firm EOP. The project bid in budget, and we've continued to make improvements to the site in Idle Hour Park through additional scope available because the project bid under budget, including added trails, courts, bioswales, and parking improvements. Construction to finish in August, 2016.
- **Idle Hour Park Improvements.** While the project bid over the budget number, Element worked with LFUCG to value engineer the site design to bring the project to an amenable budget number. We also worked with LFUCG to add additional park improvements to the scope, including trails and a new basketball court. Construction to finish in July, 2016
- **Lower Can Run Wet Weather Storage Architectural and Site Improvements.** Contracted through the Division of Water Quality, Element led a team of structural, mechanical and electrical engineers to develop the construction drawings for the site enhancements. The projects were bid as a change order to the existing LCR WWS contract, and pricing came in under the established budget estimate, with construction anticipated to start soon.
- **Gainesway Trail.** Element worked with the LFUCG Divisions of Engineering and Parks and Recreation to develop the routing, schedule and budget for this project, as well as a list of alternates to make certain the project could be awarded. The project bid within budget, and recently started construction.



We believe the current projects listed above, as well as our history in working for LFUCG, demonstrate our commitment to being a designer that will serve our clients well. While LFUCG is certainly not our only client, they are one of our most important and treasured clients- we will continue to emphasize commitment and quality in our work for you.

Section 4. Ability to control cost, produce quality work and meet schedule

Over our years of experience, we've refined our approach to Project Management and developed the following keys to success that we believe set us apart from other design firms.

Project Management Experience. We have years of experience serving both as a Subconsultant and Prime Consultant on a variety of projects and understand all of the aspects of project management, from coordination of team members, quality control, development of construction documents, assisting our clients with bidding and negotiations, contract administration. Our experiences both as Prime and as Subconsultant have allowed us to see a variety of management styles, and choose and improve those management techniques that we've seen prove themselves to be most successful.

Communication. Communication is more than a buzz word; it's the most critical ingredient in a successful project. Communication with the client, consultants, contractors, suppliers, the community; it all occurs on a variety of levels and it is important that communication be clear, professional, and consistent. We've been in the site design and construction business a long time- we know things happen, that some ideas will fail, that schedules can slide, that the unknown will invariably come up. The key is to keep our client and our team informed and up to speed, so we can all address issues confidently together.

Collaboration. We listen to your goals and vision, we understand your budget and concerns. We like to think of ourselves as great designers; however, no design is successful if it does not fulfill your needs and goals, meet your budget, and can't be maintained.

Creativity. We believe we excel in finding the story in design, and then finding ways to make the design beautiful, practical, affordable and successful. Creativity is more than just drawing the beautiful design; it's finding the ways to make the design real. We stress that creativity reaches across all aspects of the project- including how to make the big idea affordable. We strive to find the most meaning, the best story and the most fun working with our clients.

Technical Expertise. Collectively, we have decades of experience in site design and engineering. Our experience reaches across a very broad range of site design details- pavements, trails, grading, drainage, green infrastructure, sports fields, green roofs, playgrounds, historic preservation, plazas and water features. While we know a lot- we also enjoy a challenge, and our emphasis on research based site design means we are always ready to stretch what we know and learn more about what we don't.

Section 4. Ability to control cost, produce quality work and meet schedule

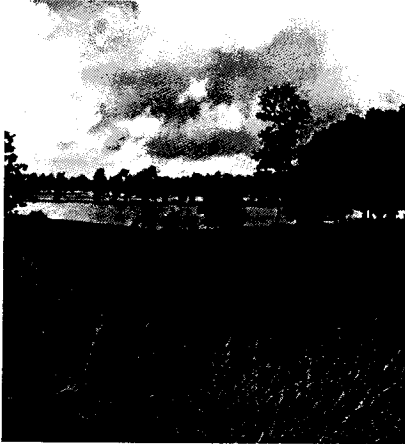
Schedule and Budget. It is important that we continually keep schedule and budget on track. As a local company with years of experience in design and project management, we believe we have the right skill set to deliver the project on time and within your budget. We keep on schedule and on budget through an approach developed over time and experience:

- **Goals.** Before developing a detailed project design schedule, we believe it is critical to sit down with the client, and determine what the design goals are in a variety of terms (creativity, connectivity, maintenance, compliance with existing plans / master plans, etc.).
- **Schedule.** Upon award of the project, Element Design + Team will immediately begin work with you to establish a milestone project schedule for completion of the Design Construction of the sprayground in the time frame set forth in the RFP.
- **Budget.** At the same time we begin to develop the project schedule, we will work together to understand what the final budget means in terms of construction costs, soft costs, equipment costs, and what money will be allocated to each aspect of the project. Throughout design, we will check in with the budget as we continually update the opinion of probable cost at all milestones and make group decisions based on keeping within the allocated budget.
- **Design Progress Meetings.** We have learned it is critical to have regularly scheduled design meetings throughout Phases A, B and C. The number may vary based on need, but it is key to have those meetings on everyone's calendar well in advance. Regular meetings with all of the decision makers keeps everyone on task and fully informed of progress. It also ensures design progress occurs on a continuum, rather than in fits and spurts that can lead to inferior design and schedule / budget problems. This also ensures continual review of drawings and details, so that our QA / QC occurs throughout the process.
- **Contract Administration.** While the design schedule and budget are one side of the project, it's extremely critical to overall project schedule and budget that the design team stay actively involved and engaged through contract / construction administration. Timely review of submittals, issues as they arise in the field, issuance of design changes, and review of construction for quality are absolutely an essential part of helping ensure that the Contractor stays on schedule.

Section 5: Familiarity with the details of the project

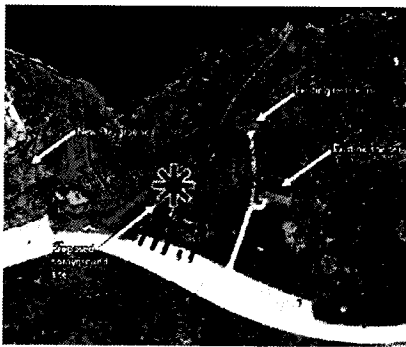
Opportunity

We believe this project represents a great opportunity to add a community amenity that's been lacking in Lexington, within the heart of one of our favorite parks. We've been working next door to this site for almost a year, have been there daily, spent hours working in and enjoying this Park, and we see so much opportunity for this project. But this opportunity must be carefully designed within the context of the Park and with great technical and creative expertise in order to be successful. And success must be achieved on many levels:



- *Design success - a space that is beautiful and fun*
- *Inclusive success - a sprayground that welcomes all members of the community and provides greater connections through the Park*
- *Thematic success - meaning and narrative are explored, the Sprayground becomes a successful thematic connection to the Playground and the new Livestream installation, as well as the lake and the larger Park surrounding*
- *Functional success - safe and maintainable*
- *Community success - a Sprayground that sees high use, and becomes yet another place for our community to form connections*
- *Family success - we are parents! We want to design a Sprayground facility that is fun, that is easy to use, provides a variety of age experiences, and is family friendly in all aspects of family life.*

Establish Design Goals



Before diving head long into design, scheduling and budget, we believe it is critical to sit down with the client, and determine what the **design goals** are and how those will help drive the project Program. Some of the critical discussion items for this project we already see include:

- *Review of the objectives from the Aquatics Master Plan and Park Master Plan (existing and currently underway)*
- *Review of existing site information and understanding- we know this site well and understand some of its limitations in terms of existing utilities, construction access, the existing facility. We also know there are beautiful views of the lake, mature existing trees, and great new amenities nearby.*
- *Determining the level and types of community input opportunities*
- *Inclusive play goals*
- *Salvage of existing facilities- we know the existing restroom does not meet current requirements for changing and shower facilities for spraygrounds and may be too small and outdated to feasibly update. We'll work with you to consider options that fit within your program and budget.*
- *Theming opportunities*
- *Thematic connection to the new playground and Livestream installation*
- *Physical and thematic connection to the lake and hydrologic cycle*
- *Physical links to the playground, picnic areas, trails (existing and future), lake, changing facility, etc. Because of the nature of the Sprayground, these connections will need to be well thought out in terms of distances, surfacing, how they might tie into the larger themes in the area, etc.*

Section 5: Familiarity with the details of the project

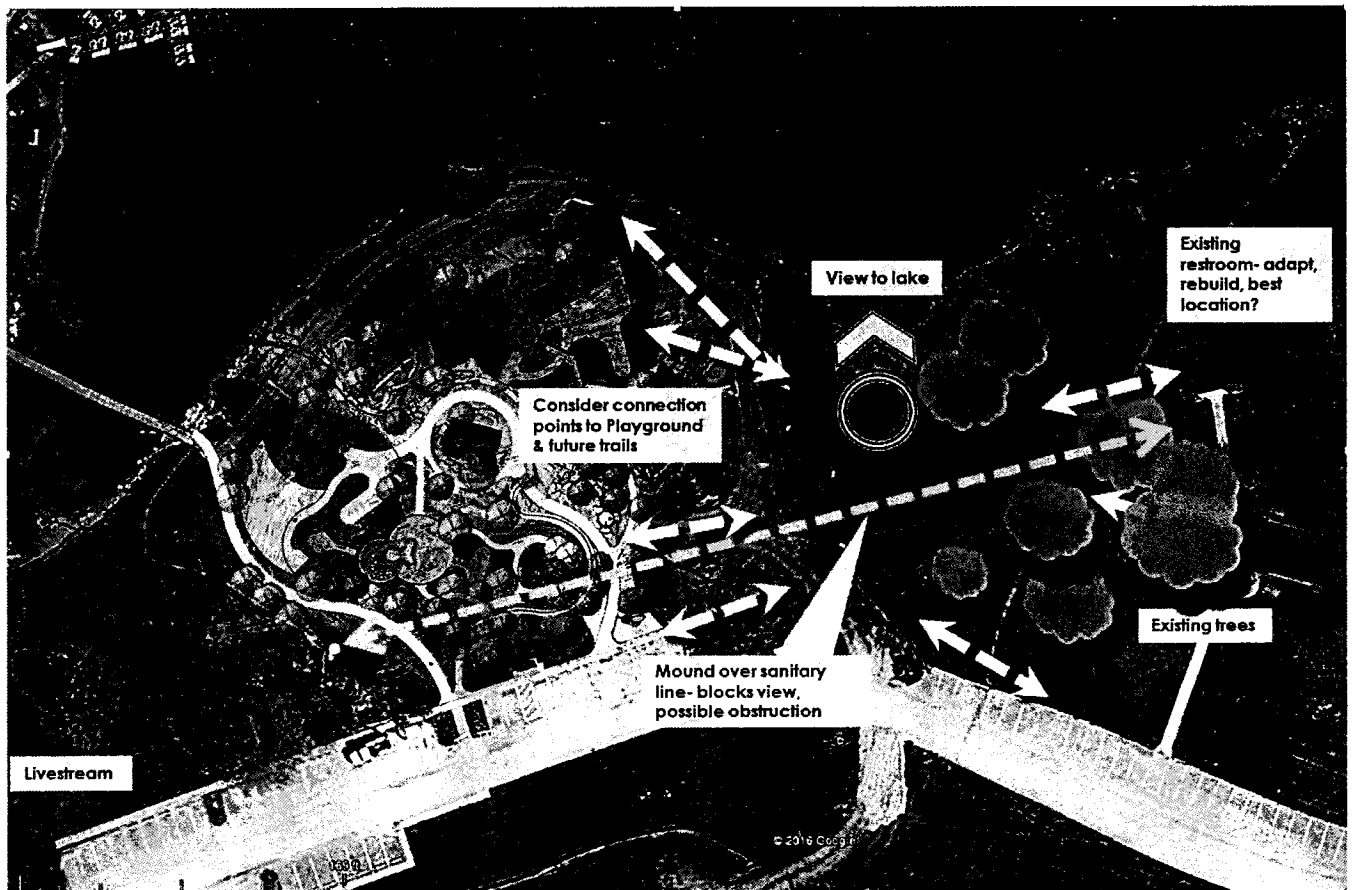
- Sustainability goals
- Identification of regulatory goals so that we can continue any necessary permits alongside design to avoid delays down the road.

Review of Existing Information

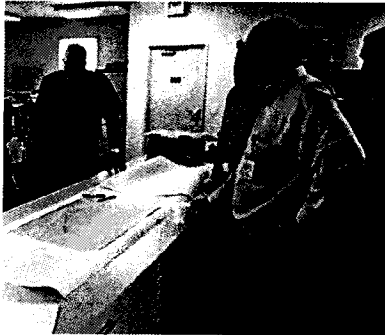
We will begin design with a review of the existing physical and plan information available for the Sprayground. As we are currently working on the adjacent site at the Playground, we're quite familiar with the area and its opportunities and constraints. However, it's important to take a moment to review the site again with new eyes and a new program, at the same time we look at the other planning that has taken place. Our review items will include:



- Field check of existing survey information that was complete before both the Playground renovation and installation of Livestream.
- The existing restroom facility and its suitability.
- Additional amenities like the picnic shelter, furnishings
- Implications of existing and proposed trail connections.
- View inventory and its impact on siting the Sprayground
- Adjacencies- to the Playground, restrooms, lake, etc.
- Parking
- Existing plan information - the existing Park Master Plan and the recently completed Aquatics Master Plan
- Implications from the current Parks Master Planning efforts
- Deliverable - summary of existing information findings



Section 5: Familiarity with the details of the project



Visioning Session

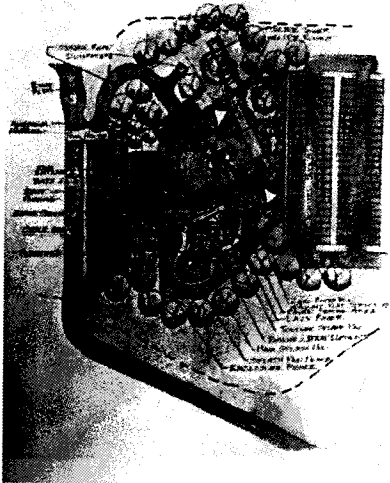
Once we have a thorough understanding of the existing conditions, we would like to sit down with the group and work through what we call a visioning session. This guided work session will be the time to really express all ideas and wishes for the Sprayground. It is envisioned that this session (or sessions) will include more review of the existing planning documents and their goals as well.

- *Deliverable - summary report of session goals and objectives and pattern book / wish list of ideas*

Stakeholder Charrette

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

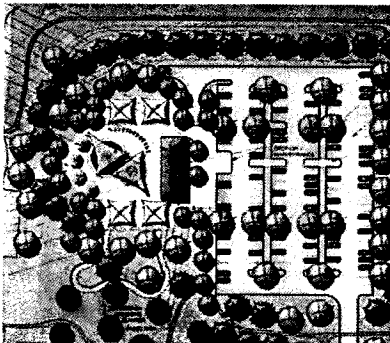
- *Deliverable - brief summary report of ideas and charrette sketches*



Schematic Design

We will begin schematic design by further developing 2-3 ideas in sketch format. These may be loose trace paper and marker sketches, but the idea will be to flesh out the most promising concepts generated in the charrette process, for review. A 50% review meeting with the team will decide which concept is ultimately to be furthered, although there may be multiple ideas taken from each to develop the final schematic. A final 90% review meeting prior to submittal will be held to look at more detailed design and review design goals.

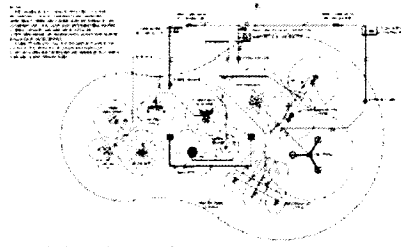
SD will be one of the most critical stages in developing the project. Here is where we work together to establish the theme and elements of the project. We will work to:



- *Work with stakeholders as determined by LFUCG*
- *Find the narrative - about the site, about the elements, about the history, about the physical characteristics of the site and the character of the Park.*
- *Examine all of the possibilities - themes, equipment, connections.*
- *Begin working with possible approved vendors to start getting realistic ideas about equipment in terms of themes and budget.*
- *Dream the big picture - develop the blueprint for the future and establish - will it be possible / desirable to expand in the future?*
- *Develop renderings and graphic tools to help communicate the design to the client and the community*
- *Deliverable- renderings, initial Sprayground and restroom floorplans and early details and illustrations, overall project cost estimate,*

Section 5: Familiarity with the details of the project

phasing plan as needed, narratives

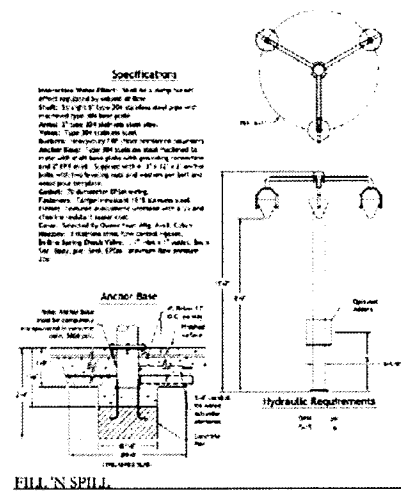


SPRAYGROUND LAYOUT, LAYOUT & DETAILS

Design Development

DD will continue to refine the project, and may be combined with Schematic Design as project schedule dictates. The goal for Design Development will be to more fully realize the details for the project elements, including:

- *Equipment, surfaces, water management, amenities, facilities, permitting and agency approvals*
- *Continue work with vendors to make sure our design and details are appropriate, within budget, and will meet the schedule*
- *Deliverable - drawings with floorplans, equipment layout, initial details, outline specifications, cost estimate, permit checklists, equipment checklists, inclusivity analysis*



Construction Documents

Our role as a design team during the CD phase will be to work closely together to develop all of the necessary details that make a project ultimately successful. This will include refining and detailing the way the Sprayground elements interact with each other and the site, restroom details, amenities, hardscapes, utilities, etc. In this phase, we will continue to work closely with LFUCG to make sure our details are conforming to your vision. Key tasks include:

- *Final determination of all equipment, surfacing, restroom facilities, amenities, materials, landscape, lighting (if desired), educational or other narrative components as desired*
- *Details for salvaged materials*
- *Deliverable - full construction drawing set, full specifications integrated with LFUCG provided front end / bid specifications, cost estimate, permits in place*



Construction / Contract Administration

Our team will continue the role as designer during construction administration. Development of construction documents and construction administration are tasks we excel at as a firm, and our team is well experienced in together.

We will provide Bidding & Negotiations services, followed by full Construction Administration services during construction. Our tasks will include:

- *Attendance of pre-bid meeting, preparation of pre-bid meeting minutes as well as review and response to any bidding questions and issuance of addenda*
- *Review of bids, including costs and contractor resumes*
- *Attendance and lead of pre-construction meeting, production of minutes for distribution.*
- *Lead progress meetings and preparation of meeting agendas and minutes*
- *Production of regular field reports to review construction and note any deficiencies or issues*

Section 6: Degree of local employment

We have joined together a group of highly talented individuals to create a team that provides 100 % local employment.

	Lexington, KY	% of Work
Ramona Fry, RLA, LEED AP BD+C Principal in Charge	X	40%
Billie Motsch Landscape designer	X	15%
Clay Johnson, PE Project Manager / Principal Project Engineer	X	15%
Whitley C. Casey, P.E. Principal, Electrical Designer	X	10%
Cory V. Sharrard, P.E. Project Manager, Mechanical Engineer	X	10%
Jeff Frohlich Electrical Designer	X	10%
		100%

elementdesign + Shrout Tate Wilson

Why Us

100% Local Employment

=

Efficiency

**Our Principal will be doing
greatest percentage of the WORK -
Ramona Fry, RLA - 40%
Billie Motsch - 15%
Clay Johnson - 15%**

=

**Highest level of
commitment to
your project**

Headquartered in LEX

=

Local Job Creation

Section 7: Additional Information

Hourly Rates
Reference
Affidavit
Affirmative Action Plan and Equal Opportunity Agreement
Work Force Analysis Form
Firm Submittal Page
LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
LFUCG MWDBE Quote Summary Form
LFUCG Subcontractor Monthly Payment Form
LFUCG Good Faith Efforts
General Provisions
KY Permit and Registration
WBE Certificate

Section 7: Hourly Rates

Element Design Hourly Rates for Professional Services:

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

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

Landscape Designer – Hourly Rate: \$85.00

CAD Technician/Draftsperson – Hourly Rate: \$60.00

Word Processing/Clerical – Hourly Rate \$40.00

Shrout Tate Wilson Engineers Hourly Rates for Professional Services:

Principal of Firm/Professional – Hourly Rate: \$165.00

Senior Engineer (other than principal) – Hourly Rate: \$115.00

Design Engineer – Hourly Rate: \$85.00

CAD Technician/Draftsperson – Hourly Rate: \$65.00

Word Processing/Clerical – Hourly Rate \$55.00

Element Design References:

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Department of General Services
Office of the Commissioner
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Michael Johnson
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859.288.2900
mjohnson2@lexingtonky.gov

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

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

AFFIDAVIT

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

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

Section 7: Affidavit

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

Further, Affiant sayeth naught.

Element Design

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stacey Herron on this the 12 day of July, 2016.

My Commission expires: 11.21.17



NOTARY PUBLIC, STATE AT LARGE



Section 7: Affirmative Action Plan and Equal Opportunity Agreement

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature

Element Design

Name of Business

Section 7: Workforce Analysis Form

Signature 

Name of Business Element Design

WORKFORCE ANALYSIS FORM

Name of Organization: Element Design

Date: 07 / 12 / 16

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	6	3	3														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc																	
Total:	7																

Prepared by: Stacey Herron Marketing Coordinator
Name & Title

Section 7: Firm Submittal Page

Firm Submitting Proposal: Element Design

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

Contact Name: Ramona Fry Title: Principal

Telephone Number: 859.389.6533 Fax Number: 859.389.6534

Email address: ramona@element-site.com

Section 7: LFUCG MWDBE Participation Form



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP # 21-2016

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

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

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

Element Design _____

Company

07.12.16 _____

Date

Ramona Fry, RLA _____

Company Representative

Principal _____

Title

Section 7: LFUCG Substitution Form



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP # 21-2016

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

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

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

Element Design

 Company
 07.12.16

 Date

Ramona Fry, RLA

 Company Representative
 Principal

 Title

Section 7: LFUCG Quote Summary Form



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP # 21-2016

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

Company Name Element Design	Contact Person Ramona Fry, RLA
Address/Phone/Email 366 South Broadway Lexington, KY 40508	Bid Package / Bid Date RFP # 21-2016 / 07.12.16

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

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

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

Element Design

Ramona Fry, RLA

Company

Company Representative

07.12.16

Principal

Date

Title

Section 7: LFUCG Subcontractor Monthly Payment Form



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP # 21-2016

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Element Design
Company
07.12.16
Date

Ramona Fry, RLA
Company Representative
Principal
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP # 21-2016

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

Section 7: LFUCG Good Faith Efforts

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

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

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

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

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

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

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

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

Element Design

Company
07.12.16

Date

Ramona Fry, RLA

Company Representative
Principal

Title

GENERAL PROVISIONS

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

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

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

Section 7: LFUCG General Provisions

attempted to bribe an officer or employee of the LFUCG.

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

Section 7: LFUCG General Provisions

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


B. At Will Termination

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

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

Section 7: LFUCG General Provisions

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



Signature

07.12.16

Date

Section 7: KY Permit and Registration

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

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


Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-16

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

Firm Name	Individual	Discipline	Registration #	Registration Expire Date
Element Design	Clay Johnson	Civil Engineering	31079	6-30-2017
Element Design	David White	Landscape Arch	519	6-30-2017
Element Design	Ramona Fry	Landscape Arch	661	6-30-2017
Element Design	Elizabeth Piper	Landscape Arch	821	6-30-2017

STATEMENT OF COMPLIANCE

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

 _____ AUTHORIZED SIGNATURE	Ramona Fry, RLA _____ Printed Name
Principal _____ Title	7.12.16 _____ Date

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

WBENC Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification
to
Element Design, PLLC

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

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

Expiration Date: 09/30/2016
WBENC National Certificate Number: 2005127527

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



NAICS Codes: 541320, 541330

UNSPSC Codes: 81101517, 70131701, 77101600, 81101500, 72102906, 93142001, 81101523



EXHIBIT C

CERTIFICATES OF INSURANCE

NOTEPAD:

HOLDER CODE LEXFAYU
INSURED'S NAME Element Design PLLC

ELEME-2
OP ID: LM

PAGE 2
Date 08/22/2016

Additional Insured with respects to General Liability:

Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2016

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 The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS:	FAX (A/C, No): 502-244-1411
	INSURER(S) AFFORDING COVERAGE	
INSURED Element Design, LLC 366 South Broadway Lexington, KY 40508	INSURER A: XL Specialty Insurance Company NAIC # 37885	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

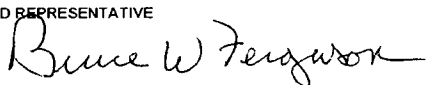
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPS9806817	07/01/2016	07/01/2017	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Masterson Spray Ground

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government Central Purchasing 200 E. Main St. Lexington, KY 40507	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 
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Clint Conrad 201Ruccio Way Ste 120 Lexington, KY 40503 	CONTACT NAME: Donella Elliott PHONE (A/C, No, Ext): 859-276-4366 E-MAIL ADDRESS: donella@clintconradstatefarm.com	FAX (A/C, No): 859-278-4267
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Fire and Casualty Company	NAIC #: 25143
INSURED Element Design PLLC 400 Old Vine St Ste 206 Lexington, Ky 40507	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

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	ADDSL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	97-BO-B614-6	10/16/2015	10/16/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NAME: JACOBSON SPRAY GROUND

CERTIFICATE HOLDER Lexington-Fayette Urban County Government CENTRAL PURCHASING 200 East 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

EXHIBIT D

DETAILED PAYMENT SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2016

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 GCH Insurance Group 2250 Thunderstick Dr Ste. 1104 Lexington, KY 40505 Jerry Catlett	CONTACT NAME: Jerry Catlett PHONE (A/C, No, Ext): 859-254-1836 E-MAIL ADDRESS: jerrycatlett@gchinsurance.com FAX (A/C, No): 859-226-0277
	INSURER(S) AFFORDING COVERAGE INSURER A : The Hartford INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Element Design PLLC 366 S Broadway Lexington, KY 40508	

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	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 OTHER:	X		33SBAUD1994	11/06/2015	11/06/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33SBAUD1994	11/06/2015	11/06/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER. E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Jacobson Spray Ground

CERTIFICATE HOLDER LEXFAYU Lexington Fayette Urban County Government Central Purchasing 200 E. Main Street 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
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Architectural and Engineering Services for Jacobson Park Sprayground
RFP#21-2016

Detailed Payment Schedule

Phase		Total Fee Per Phase	Detail
Design Development		\$6,900	
Schematic Design & Cost Estimates		\$9,200	
Construction Documents		\$16,100	
	50% Construction Documents		\$8,050
	90% Construction Documents		\$6,440
	100% Construction Documents		\$1,610
Bidding Assistance & Construction Administration		\$12,800	
	Bidding Assistance		\$640
	50% Construction Administration		\$5,760
	100% Construction Administration		\$5,760
	Project close out documents (as-built drawings, product sheets, warranties, etc.)		\$640
	TOTAL FEE (Not to Exceed)	\$45,000	