RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT – ENVIRONS/INC. - $200,000.00.

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

METRO PARKS DEPARTMENT

$200,000.00, for a noncompetitively negotiated renewal Professional Service Contract with ENVIRONS/INC., for professional services regarding landscape design services from October 1, 2008 thru September 30, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron Metro Council Clerk	Jim King President of the Council
Jerry E. Abramson Mayor	Approval Date

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
Jefferson County Attorney

BY: _____

[GK-PR/as/2008 RES/Metro Parks & Environs Inc/092208]

CONTRACT DATA SHEET

PSC Type (check one): _____ New _X____Renewal ____Addendum

Contractor Information

1. Legal Name of Contractor: Environs/Inc.
2. Address: PO Box 321
3. City/ State & Zip: Crestwood, KY 40014
4. Contact Person Name & Telephone Number: Mike Smiley 243-1091
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: yes
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Metro Parks
10. Contact Person Name & Telephone: Debbie Hammers 456-8105

Contract Information

11. Not to exceed amount: $200,000.00
12. Are expenses reimbursed? yes
13. If yes list allowable expenses and maximum amount reimbursable: as stated in fee schedule
14. Beginning and ending date of the contract: October 1, 2008 thru September 30, 2009
15. Coding:_____ - _____ - _____ - _____
16. Scope & Purpose of the contract: To assist Metro Parks with Landscape Design Services for the development of construction documents, master plans, site assessment, field layout and other services as related to completion of Metro Parks capital projects.

Authorizations

_____ County Attorney Review - Approved as to Form:

Department Director: Jerry Brown, Assistant Director for Mike Heitz, Director Date: 10/14/08

Signature certifies:

_____ *Funds are available*

_____ *Contractor is registered and in good standing with the Revenue Commission*

_____ *Human Relations Commission registration requirements have been met*

_____ Risk Management Division of Finance - Certifies Insurance requirements satisfied: 10-16-08

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding $10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

___X_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Jerry Brown, Assistant Director
for Mike Heitz, Director

_____ 10/14/08
Requesting Department Director Date

_____
Cabinet Secretary Date
(When required by cabinets policy)

_____
**Mayor Date

*****Signature is required only for Written Finding A***

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **METRO PARKS DEPARTMENT** herein referred to as **"METRO GOVERNMENT",** and **ENVIRONS/ INC.,** with offices located at ~~P.O. Box 321~~, 11601 Main St. ~~Crestwood, Kentucky 40014~~, herein referred to as **"CONSULTANT",** Louisville, 40243

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of certain professional services with respect to landscape design services; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. <u>SCOPE OF PROFESSIONAL SERVICES</u>

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

To assist Metro Government with Landscape Design Services for the development of construction documents, master plans, site services related to completion of Metro Government capital projects.

E. The work product or deliverables of Consultant shall include but not be limited to the following:

See Section D., above.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement and the Fee Schedule attached hereto as Exhibit A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **TWO HUNDRED THOUSAND DOLLARS ($200,000.00).**

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when

payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin October 1, 2008 and shall continue through and including September 30, 2009. Continuation of the Agreement beyond June 30, 2009, is contingent upon budget approval.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties

required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made. and other work as assigned by the director to support the mission of the department and all divisions.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause

shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of $600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory

capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant 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. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 10/08/08

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
METRO PARKS DEPARTMENT

By: Assistant Director for Mike Hertz

Title: Director

Date: 10/14/08

CONSULTANT:
ENVIRONS/ INC.

By: Michael F Smiley

Title: VICE PRESIDENT

Date: 10/13/08

Taxpayer Identification No. (TIN):

Louisville/Jefferson County Revenue Commission Account No.:

[GK/as/2008 PSC/ Metro Parks & Environs/ Inc]

092208

environs inc.
landscape architecture

FEE SCHEDULE

January 1, 2008

PROFESSIONAL SERVICES:

Personnel	Rate
Firm Principal/Professional	$ 120.00
Senior Associate/Project Manager	$ 100.00
Junior Associate/Professional	$ 80.00
CAD Technician/Draftsperson	$ 65.00
Administrative Assistant	$ 55.00
REIMBURSABLE EXPENSES –	At cost
SUBCONTRACTED SERVICES –	+ 15%
AUTHORIZED TRAVEL: Automobile –	Federal rate/mile
Other –	At cost
IN-HOUSE PRINTING: Black & White –	$ 0.25/s.f.
Color –	$ 2.00/s.f.

BILLING – Billing will be done on a monthly basis for the amount of work completed at that time. All invoices are due within 30 days of receipt. Invoices not paid after 30 days will be assessed a late fee equal to 1.5% per month

11601 main street • middletown, ky 40243 • p: 502.243.1091 • f: 502.415.7347 • www.environsinc.com

SCHEDULE B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.** The *Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:

   1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Contract."

B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

   1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **$1,000,000** Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage, including:

      a. Premises - Operations Coverage
      b. Completed Operations
      c. Contractual Liability
      d. Broad Form Property Damage
      e. Independent Consultants Protective Liability
      f. Personal Injury

   2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be

subject to increase according to any applicable State or Federal Transportation Regulations.

3. WORKERS' COMPENSATION (If Applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342.EMPLOYERS' LIABILITY with a **$100,000** Limit of Liability for Each Accident/**$500,000** Disease - Policy Limit/**$100,000** Disease - Each Employee

4. ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY NSURANCE **(Either A or B below)** with a **$1,000,000** Limit of Liability per occurrence and annual aggregate (or project):

   a. A Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) which includes the Contractual Liability Endorsement. Consultant shall maintain such coverage for at least one (1) year after substantial completion of the construction phase of the project.

OR

   *b. Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement).

*NOTE -Please be sure when presenting your total project price under the Project Insurance Proposal that the cost for your firm's "Practice" insurance is eliminated from the overhead figures.

5. PROFESSIONAL SERVICES INSURANCE REQUIREMENT. If the Consultant is authorized to subcontract portions of the work to be performed under this Contract to subcontractors relied upon principally because of the professional services rendered by their firm (such as but not limited to, surveyors, civil, structured, geotechnical, or other professional engineering services), the Consultant shall also require that these subcontractors provide proof to the Consultant, via a Certificate of Insurance, that the Subcontractor has purchased Professional Liability (Errors and Omissions) insurance, which includes a minimum Limit of Liability of $1,000,000 per claim and aggregate, in addition to the other types of insurance referenced above for Subcontractors. The Consultant is responsible for obtaining and maintaining copies of these Certificate of Insurance until final acceptance of work by the Louisville/Jefferson County Metro Government, and for making these Certificates available to the Louisville/Jefferson County Metro Government, upon request.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration date.

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT

METRO PARKS

SIGNATURE APPROVALS

AGENCY/DEPARTMENT DIRECTOR	Jerry Brown, Assistant Director for Mike Heitz, Director
CHIEF FINANCIAL OFFICER	
COUNTY ATTORNEY	
DEPUTY MAYOR / SPECIAL COUNSEL	

DOCUMENT NAME

Professional Service Contract

SUMMARY OF DOCUMENT

PSC for Environs Inc. $200,000. to assist Metro Parks with Landscape Design Services for development of construction documents, master plans, site assessment, field layout and other services as related to completion of Metro Parks capital projects.

CONTACT PERSON

Debbie Hammers

DATE NEEDED For Pick up To Be M

DATE APPROVED BY MAYOR

INSTRUCTIO

Debbie,
I asked Jean Miller and she said our CFO doesn't sign these PSC any more.

Thanks,
Carolyn
10-16-08

Revised 7/24/08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY) 07/23/08

PRODUCER

Leatzow Insurance
2301 W. 22nd Street Suite 208
Oak Brook, IL 60523

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: New Hampshire Insurance Company

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

Environs/Inc.
11601 Main Street
Middletown, KY 40243

COVERAGES

THIS IS TO CERTIFY 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 NAY 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES/OPERATIONS ☐ UNDERGROUND EXPLOSION COLLAPSE HAZARD ☐ PRODUCTS/COPMLETED OPER ☐ CONTRACTUAL ☐ INDEPENDENT CONTRACTORS ☐ BROAD FORM PROPERTY DAMAGE ☐ PERSONAL INJURY	DOES NOT APPLY			BODILY INJURY OCC	$
					BODILY INJURY AGG	$
					PROPERTY DAMAGE OCC	$
					PROPERTY DAMAGE AGG	$
					BI & PD COMBINED OCC	$
					BI & PD COMBINED AGG	$
					PERSONAL INJURY AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS(Private Pass) ☐ ALL OWNED AUTOS (Other than Private Passenger) ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY	DOES NOT APPLY			BODILY INJURY (Per Person)	$
					BODILY INJURY (Per Accident)	$
					PROPERTY DAMAGE	$
					BODILY INJURY PROPERTY DAMAGE COMBINED	$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	DOES NOT APPLY			EACH OCCURENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	DOES NOT APPLY			WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
A	OTHER Professional Liability	006508555	1/9/2008	1/9/2009	1,000,000 each claim 1,000,000 aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Various Parks Projects, Subject to Terms of Policy, of Named Insured.

CERTIFICATE HOLDER

Louisville Metro Government
Risk Management Division
Attn: Carolyn P. Hagan
611 W. Jefferson Street
Room 22
Louisville, KY 40202-2743

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. Colucci LEATZOW INSURANCE

© ACORD CORPORATION 1988

STATE FARM

CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: ENVIRONS, INC
MICHAEL SMILEY

Address of policyholder: 11601 MAIN ST
LOUISVILLE KY 40243-1317

Location of operations:

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
97-EA-8162-7	Comprehensive Business Liability	01/09/2008	01/09/2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☒ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
97-EU-0660-2	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date 07/14/2008	POLICY PERIOD Expiration Date 07/14/2009	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ 100000 Disease - Each Employee $ 100000 Disease - Policy Limit $ 500000
POLICY NUMBER	**TYPE OF INSURANCE**	**POLICY PERIOD Effective Date**	**POLICY PERIOD Expiration Date**	**LIMITS OF LIABILITY (at beginning of policy period)**
L14 0391-C01-17F	AUTOMOBILE	01/09/2008	01/09/2008	1000000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:
LOUISVILLE METRO PARKS DEPT
PO BOX 37280
LOUISVILLE KY 40233-7280

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Dale Viniard
Signature of Authorized Representative

DALE VINIARD — 10/15/2008
Title — Date
AGENT

Agent Name
Telephone Number 502 241-8831

Agent's Code Stamp
Agent Code D. Viniard
AFO Code FIRE 17 — 17-1727
Louisville Central AFO — F319