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 – GRESHAM SMITH & PARTNERS - $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 GRESHAM SMITH & PARTNERS 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/as/2008 RES/Metro Parks & Gresham Smith & Partners/110708]
G: Res Gresham Smith & Partners Dr-1, GK/ROC/acb11.12.08

CONTRACT DATA SHEET

PSC Type (check one): _____ New _X____Renewal _____Addendum

Contractor Information

1. Legal Name of Contractor: Gresham, Smith and Partners
2. Address: 101 South Fifth Street Ste. 400
3. City/ State & Zip: Louisville, KY 40202
4. Contact Person Name & Telephone Number: Christopher H. Dickinson 627-8900
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

GRDS County Attorney Review - Approved as to Form:

Department Director:_____ Date: 11-24-08

Signature certifies:

Funds are available

Contractor is registered and in good standing with the Revenue Commission

Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 11-24-08

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.

11-24-08

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 AGREEMENT, 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 **GRESHAM, SMITH & PARTNERS,** with offices located at 101 South 5th Street, Suite 1400, Louisville, Kentucky 40202, herein referred to as **"CONSULTANT",**

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. SCOPE OF PROFESSIONAL SERVICES

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 Agreement, 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 Agreement. 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 Agreement.

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 Agreement 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 Agreement, 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. Metro Government will provide Consultant with 60 days notice prior to an audit so that Consultant can requisition and prepare records for audit.

VI. INSURANCE REQUIREMENTS

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

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify and hold harmless 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 negligent (or Consultant's subContractors if any) performance or breach of the Agreement 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 Agreement.

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 Agreementors. 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 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 Agreement, or subAgreement, 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 Agreement or subAgreement 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 Agreement to the prime Agreementor or higher tier subContractor or any person associated therewith, as an inducement for the award of a subAgreement or order.

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

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: 11/12/08

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
METRO PARKS DEPARTMENT

By:

Title: DIRECTOR

Date: 11-24-08

CONSULTANT:
GRESHAM, SMITH & PARTNERS

By:

Title: Vice President

Date: 11/20/08

Taxpayer Identification No. (TIN):

Louisville/Jefferson County Revenue Commission Account No.:

[GK/as/2008 PSC/ Metro Parks & Gresham Smith & Partners] 110708

GRESHAM, SMITH AND PARTNERS
2008-2009 SCHEDULE OF FEES
DIRECT LABOR FOR CONSULTING SERVICES

Professional Services

The following classifications and associated unit rates will be used for the services of all professional disciplines offered. They are subject to update twice annually.

Classification	Rate/Hour
Project Principal - Engineer	$165.00
Project Principal - Landscape Architect	$140.00
Senior Planner/Landscape Architect	$135.00
Traffic Engineer	$105.00
Land Surveyor	$100.00
Project Engineer	$95.00
Landscape Architect	$95.00
Engineer-in-Training	$85.00
Junior Landscape Architect	$67.50
Junior Planner	$65.00

Technician Services

The following classifications and associated unit rates will be used for the services of technicians and technical disciplines offered. They are subject to update twice annually.

Classification	Rate/Hour*
Senior Transportation Designer	$135.00
Sr. Designer / Technician	$90.00
Land Planner	$85.00
Civil Designer	$67.00
CADD Technician	$50.00
Project Assistant	$58.00
Administrative Assistant	$40.00
Co-Op Intern	$45.00

Field Survey Services

Classification	Regular Rate/Hour
2-Man Crew	$145.00
3-Man Crew	$190.00

Travel

Automobile Travel	Federal Rate/mile
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	Cost

Direct Expenses Cost

Subcontract Services Cost

* Overtime Rate is based on time over 8 hours in a single day. NOTE: Overtime rates for technical services will be 30% over what is shown.

ATTACHMENT 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 Agreement until all insurance required under the Agreement 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 subContractor 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 Agreement."

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 Agreement:

   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 Contractors 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 Agreement 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 Certificates 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 Agreement. The Certificates shall include provisions stating that the policies may not be cancelled 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 Agreement, 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. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement

D. 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.

Client#: 3609 GRESSMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/08

PRODUCER
Crichton Brandon Jackson Ward
3011 Armory Drive Suite 250
Nashville, TN 37204
615 383-9761

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 POLICIES BELOW.

INSURED
Gresham, Smith and Partners
1400 Nashville City Center
511 Union Street
Nashville, TN 37219

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins Co A+	19682
INSURER B: Cincinnati Ins Co A++	10677
INSURER C: Twin City Fire Ins Co A+	29459
INSURER D: Hartford Underwriters A+	30104
INSURER E: Hartford Casualty Ins A+	29424

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	20UUNTW0356	07/01/08	07/01/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	20UUNTW0356	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	CCC1150793	07/01/08	07/01/09	EACH OCCURRENCE	$5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
							$
		DEDUCTIBLE					$
		RETENTION $ 0					$
C D E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WEKZ0945	07/01/08	07/01/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Landscape Design Services

Coverages as per the policy or policies issued by the insurer(s) affording coverage shown above
(See Attached Descriptions)

CERTIFICATE HOLDER

Louisville/Jefferson County
Metro Govenment, Finance Dept.
Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Barbara Brandon

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DESCRIPTIONS (Continued from Page 1)

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors when required in the contract documents are included as additional insureds as per below.

*Any person or organization is included as an additional insured with respect to general liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by acts or omissions or the acts or omissions of those acting on behalf of the named insured in the performance of ongoing operations; in connection with premises owned by or rented to the insured; or in connection with insureds work and included within the products-completed operations hazard, but only if the written contract or agreement requires the insured to provide this coverage to the additional insured. The General Liability insurance is primary and non-contributory to any insurance carried by the person or organization if the written contract or written agreement requires the Named Insureds General Liability insurance to be primary or primary and non-contributory. If an architect, engineer or surveyor is included as an additional insured, this insurance does not apply to the rendering of or failure to render professional services by or for the Named Insured. The Insurers waive any right of recovery they may have against the person or organization when the Named Insured has agreed in a written contract, executed prior to a loss, requiring such waiver and caused in whole or in part by the Named Insureds operations, work, leased premises, or leased equipment.
The Workers Compensation policy includes a Waiver of Subrogation in favor of the Certificate Holder(s) only to the extent that the Named Insured performs work under a written contract that requires the Certificate Holder to obtain this agreement from the Insurer(s) and where permitted by law. The Workers Compensation includes all states EXCEPT ND, OH, WA, WV and WY.
Any person or organization required to be included as additional insured under Automobile Liability is included to the extent they qualify as insured under the policy. A Waiver of Subrogation is included under Automobile Liability in favor of any person or organization that is required in a written contract, executed prior to a loss, to be provided a Waiver of Subrogation under Automobile Liability.
Umbrella is excess of and follows form of Employers Liability coverage.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2008

PRODUCER (901) 820-0400
Crow Friedman Group, LLC
5141 Wheelis Dr.
Memphis, TN 38117

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 POLICIES BELOW.

INSURED
Gresham Smith and Partners
511 Union Street
Suite 1400
Nashville, TN 37219

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
A		Professional Liability	DPR9612921	8/1/2008	8/1/2009	Each Claim	$1,000,000
A		Professional Liability	DPR9612921	8/1/2008	8/1/2009	Annual Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Metro Parks
1297 Trevilian Way
P.O. Box 37280
Louisville, KY 40233-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.