

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 3, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Brandstetter Caroll, Inc., 2360 Chauvin Dr., Lexington KY 40517 (CONSULTANT). OWNER intends to proceed with the Design and Construction Administration Services as described in the attached Exhibit A "RFP #18-2016 Architectural and Engineering Services for Douglass Park Pool Improvements." The services are to include the design of Phase I and Phase II improvements at 701 Howard St., , Lexington, KY 40508 Scope includes schematic design/engineering, detailed cost estimation, construction plans and specifications, bid assistance and construction administration for Phase I and Phase II improvements to include but not limited to an aquatic climbing wall, sprayground features, shade structures and other minor building/deck modifications to meet applicable Federal, State and Local Codes for such improvements. The construction budget is not to exceed \$495,000. 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 #18-2016 Architectural and Engineering Service for Douglass Park Pool Improvements " and attached Exhibit B the "Proposal of Architectural and Engineering Services for

DouglassPark Pool Improvements " (the CONSULTANT's response to RFP #18-2016).

- 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 March 1, 2017: 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 #18-2016 Architectural and Engineering Service for Douglass Park Pool Improvements**" and attached Exhibit C the "**Proposal of Architectural and Engineering Services for Douglass Park Pool Improvements**" (the **CONSULTANT**'s response to **RFP #18-2016**).

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:

Brandstetter Carroll Inc.

Lawrence W. Brandstetter

BY: 

ATTEST:


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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Lawrence W. Brandstetter as the duly authorized representative for and on behalf of Brandstetter Carroll, on this the 21 day of November, 2016.

My commission expires: 5/13/18.


NOTARY PUBLIC

EXHIBIT A

RFP#18-2016

ARCHITECTURAL AND ENGINEERING SERVICES

FOR DOUGLASS PARK POOL IMPROVEMENTS

EXHIBIT B

**CONSULTANT'S RESPONSE TO RFP#18-2016
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR DOUGLASS PARK POOL IMPROVEMENTS**

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT D

DETAILED PAYMENT SCHEDULE

Architectural and Engineering Services for Douglass Park Pool Improvements
RFP#18-2016

Detailed Payment Schedule

Phase		Total Fee Per Phase	Detail
Design Development		\$7,920	
Schematic Design & Cost Estimates (Ph I & Ph II)		\$5,940	
Construction Documents (Ph I only)		\$15,840	
	50% Construction Documents		\$7,000
	90% Construction Documents		\$8,840
Bidding Assistance & Construction Administration		\$9,900	
	Bidding Assistance		
	50% Construction Administration		
	100% Construction Administration		
	Project close out documents (as-built drawings, product sheets, warranties, etc.)		
	TOTAL FEE (Not to Exceed)	\$39,600	

EXHIBIT A

RFP#18-2016

ARCHITECTURAL AND ENGINEERING SERVICES

FOR DOUGLASS PARK POOL IMPROVEMENTS



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#18-2016 Architectural and Engineering Services for Douglass Park Pool Improvements** 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 13, 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 #18-2016 Architectural and Engineering Services for Douglass Park Pool Improvements

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://lfucg.economicengine.com>**

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

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 Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-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	lavozy@yaho.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 Addr	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 18-2016 Architectural and Engineering Services for Douglass Park Pool Improvements

Division of Parks and Recreation

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

- **Douglass Park Pool Improvements, 701 Howard St Lexington, KY 40508**
Phase I and Phase II improvements based on the 2016 Lexington Aquatics Master Plan conceptual plan (Exhibit A) including but not limited to a new runout slide, sprayground features, shade structures and building/site modifications. Scope includes schematic design/engineering, detailed cost estimation, construction plans and specifications, bid assistance and construction administration. Estimated construction budget of \$495,000.

Douglass Park Pool Improvements

A. SCOPE OF WORK

1. Master Plan Recommendations

The Aquatics Master Plan includes the following recommendations for Douglass Park Pool: This facility should be redeveloped as family aquatic center with features consistent with the other aquatic centers in Lexington. The recommendations for this facility include a renovation of the existing pool to include shallow water, zero depth entry, and a play feature with slides, a dump bucket, and other interactive spray features. This improvement utilizes much of the existing pool, including the diving well and much of the lap pool. The walls and gutters are in need of replacement so this provides an opportunity to improve the overall appeal of the facility to families. A tall slide should be added to the facility with a run out, providing an additional attraction for older children and teen users. A sprayground should be developed at the front of the site, close to the parking, and should be open for use before and after the swim season. The development of the sprayground, combined with the addition of shallow water to the main pool, allows for the elimination of the wading pool which would need zero depth entry if it remained. The pool house should be renovated to allow for entry to the restrooms from the sprayground area, which is necessary to allow the sprayground to be open outside of the swim season. Additionally, shade structures should be added.

2. Site Plan

The Owner shall supply a topographic survey and initial geotechnical report in electronic format to the selected Consultant. Some plans for the current facility are also available in printed format. The Consultant shall be responsible for field verifying all data provided and including this in the project documents.

3. Phasing

The design for this facility should be divided into two distinct phases:

Phase I shall include a new runout slide, sprayground features, shade structures, building and site modifications. Scope shall include schematic design/engineering, detailed cost estimation, construction plans and specifications, bid assistance and construction administration.

Phase II shall include all remaining recommended improvements. Scope shall include schematic design/engineering and cost estimation only unless additional funding is obtained once the scope of this RFP is underway. If additional scope is desired by Owner, fee shall be negotiated using hourly rates within this RFP.

4. Program Development & Schematic Plans (Ph I and Ph II)

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.

5. Cost Estimates (Ph I and Ph II)

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

6. Construction Documents (Ph I only initial scope)

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 Technical Specifications which shall be provided by the Consultant.

7. Bidding Assistance (Ph I only initial scope)

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.

8. Construction Administration (Ph I only initial scope)

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 by the end of December 2016, bid in spring so that construction can begin in August 2017 and the facility to be completed so it is fully operational by the end of April 2018 for pre-season testing.

Selection of Consultant

Consultant will be selected based on the following criteria:

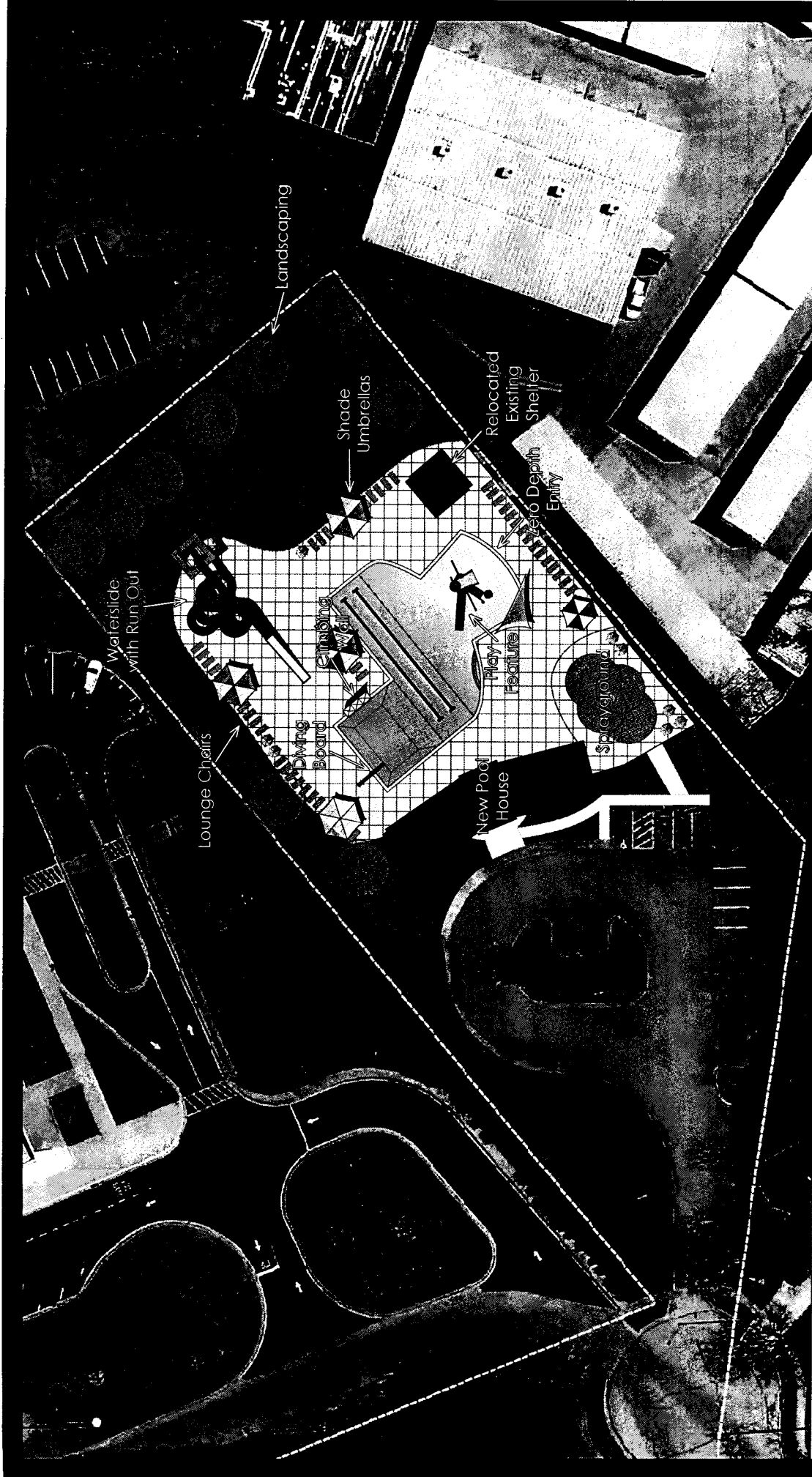
1. Estimated cost of services. 15 points
2. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within 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

Douglass Park Pool Improvements	
Design Development (Ph I and II)	\$
Schematic Design & Cost Estimates (Ph I and II)	\$
Construction Documents (Ph I only)	\$
Bidding Assistance & Construction Administration (Ph I only)	\$
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.**



Douglass Aquatic Center



**PARKS & RECREATION
LEXINGTON, KY**



Aquatics Master Plan
Lexington, Kentucky



EXHIBIT B

**CONSULTANT'S RESPONSE TO RFP#18-2016
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR DOUGLASS PARK POOL IMPROVEMENTS**



BRANDSTETTER
CARROLL INC
ARCHITECTS ENGINEERS PLANNERS

Qualifications to provide
Architectural and Engineering Services for

#18-2016 Douglas Park Pool Improvements

Lexington, Kentucky

July 13, 2016



BRANDSTETTER CARROLL INC

ARCHITECTS . ENGINEERS . PLANNERS

July 13, 2016

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

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

RE: RFQ#18-2016 Architectural and Engineering Services for Douglas Park Pool
Improvements

Dear Selection Committee:

Brandstetter Carroll Inc. (BCI) is extremely excited to submit our proposal to serve Lexington and Fayette County and to follow-up on the recommendations of the *Lexington Aquatics Master Plan*. BCI is among the most qualified aquatic and recreation facilities planning and design firms in the United States. Over the past 25 years, BCI has developed a national reputation for its aquatic and recreation facilities planning and design ability, having worked in the states of Indiana, Tennessee, Ohio, Alabama, West Virginia, New York, New Jersey, Georgia, and Texas, and the Commonwealths of Kentucky and Virginia.

Please consider the following as you review our proposal:

1. **Our team is local.** The entire team we have assembled for this assignment is based in Lexington and has a very thorough understanding of aquatic facilities trends and markets throughout the nation and especially within the Bluegrass Region.
2. **We know this project inside and out.** Having recently completed the *Lexington Aquatics Master Plan*, the BCI staff are intimately familiar with the Lexington Aquatics System. Additionally, the firm is very familiar with the aquatic facilities within the Bluegrass Region having designed the renovations for Southland, Woodland, and Castlewood Parks in 1995 and also having since designed nearby pools at the Paradise Cove Aquatic Center in Richmond, Nicholasville Aquatic Center, the Anderson Dean Park Pool in Harrodsburg and the Juniper Hills Family Aquatic Center in Frankfort.
3. **All of our aquatics design services are provided in-house.** BCI stays on the cutting edge of aquatics design in order to deliver the best possible facilities to our clients. This allows us to control the project from start to finish, making the process more efficient and cost-effective.
4. **BCI has the required specialized expertise to deliver a successful project.** Overall, the firm has designed over **150 Family Aquatic Facilities**. Both Lawrence W. Brandstetter, AIA and Patrick D. Hoagland, ASLA of the firm have made several presentations at NRPA and several state park and recreation associations on the benefits and economic impact of aquatic facility renovations.

This is a great opportunity to utilize the Lexington-based brain power that BCI provides throughout the nation in our own backyard, so that our families and neighbors can benefit from the recommendations and actions of this plan. We are excited about this opportunity to serve the City of Lexington and appreciate your consideration on this project.

Sincerely,
Brandstetter Carroll Inc.

Michael E. Carroll, AIA, Vice-President



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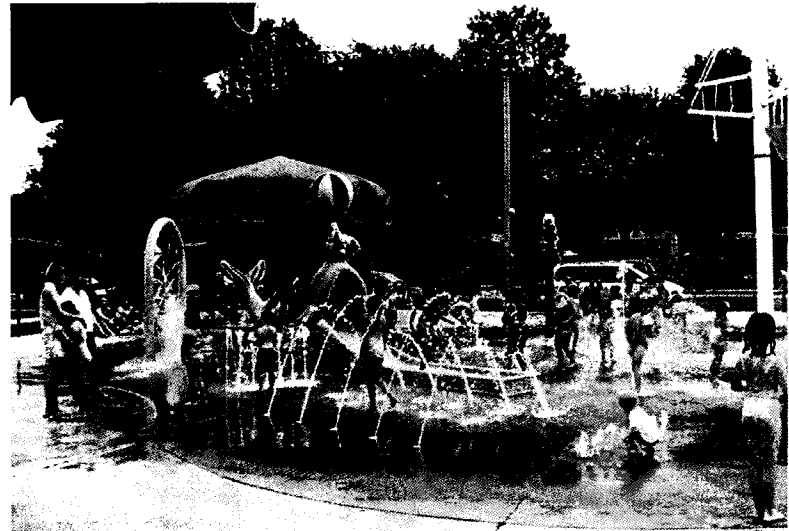
SECTION I.
STATEMENT OF
QUALIFICATIONS

SECTION II.
PROJECTS

SECTION III.
EXPERIENCE

SECTION IV.
PERSONNEL

SECTION V.
APPENDIX





Section I
Statement of Qualifications

Section I
Statement of Qualifications

STATEMENT OF QUALIFICATIONS

PROJECT UNDERSTANDING

The future of Douglass was the most debated part of the Aquatics Master Plan. The facility does not perform well in terms of attendance, the relationship of the bathhouse to the pool is inconvenient, and the pool needs modernization. The pool tank is aluminum which is difficult to expand or modify. The long term plan is to reconfigure the facility with a new pool house toward the front, with a sprayground that could be open during the off-season, new slide, shade structures and modification of the pool to add zero-depth entry and new gutter system. The improvements are proposed to be phased, as the overall estimate is about \$2.2 million and the proposed budget in the RFP is \$495,000.

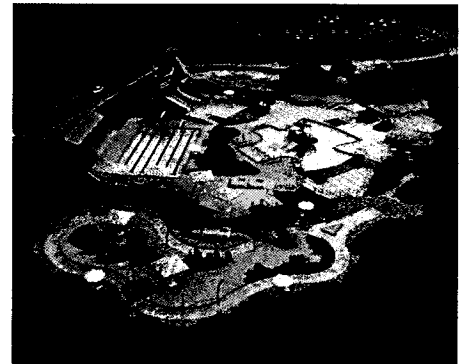
The Concept Plan in the Aquatics Master Plan was prepared with potential phasing of the improvements in mind. The proposed slide is to be designed as a run-out slide so that a new plunge pool will not be required and it can be added to the existing pool layout. This phase will also include shade structures, deck improvements, and building modifications. The sprayground is also located to allow for the future reconfiguration of the pool and site. Modifications to the existing pool will be accomplished in a later phase.

FIRM OVERVIEW

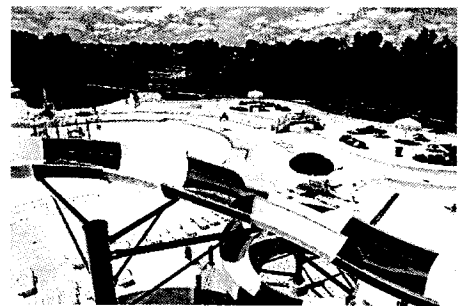
Brandstetter Carroll Inc. (BCI) is a firm of Architects, Engineers, Landscape Architects and Planners founded in 1979 with the express purpose of providing professional design services to municipal clients. Since the firm's inception, BCI has grown to include a staff of 60 members with offices in Lexington, Kentucky, Cleveland and Cincinnati, Ohio, and Dallas, Texas. The firm's in-house staff includes Architects, Civil and Transportation Engineers, Landscape Architects, Interior Designers, LEED Accredited Professionals, Construction Administrators, Surveyors, and Resident Inspectors. In addition, several members of BCI's staff are Certified Pool Operators.

BCI is among the most qualified aquatic and recreation facilities planning and design firms in the United States. Over the past 25 years, BCI has developed a national reputation for its aquatic and recreation facilities planning and design ability, having worked in the states of Indiana, Tennessee, Ohio, Alabama, West Virginia, New York, New Jersey, Georgia, and Texas, and the Commonwealths of Kentucky and Virginia.

Since 1979, BCI has completed 150 outdoor municipal aquatic facilities, 20 indoor natatoriums, 15 city-wide aquatic facility master plans, 40 recreation centers, 35 park and recreation master plans, and over 300 park design assignments. Some of the firm's work has been featured in national, state and local publications including *Aquatics International*, *Columbus Monthly*, *The Cincinnati Magazine*, *OPRA Connections*, and local newspapers.



Juniper Hill Aquatic Center,
Frankfort, KY



Huber Heights Aquatic Center
Huber Heights, OH

STATEMENT OF QUALIFICATIONS

BCI has also conducted Aquatic Symposiums throughout the United States. These Symposiums have examined issues related to indoor and outdoor municipal aquatic centers such as risk management, operations, revenue generation capabilities, staffing needs, programming, and design.

Over the past 15 years, the municipal aquatic industry has seen significant changes in the ways by which public aquatic recreation services are delivered. BCI has been at the forefront of this changing market. The firm has been an industry leader in the Midwest designing over 70% of the municipal pools in the State of Ohio and the Commonwealth of Kentucky combined. As a result, these two states have been recognized nationally for leading edge design and application of modern technology. These impressive changes have resulted in public aquatic facilities that serve nearly four times the patrons and recover their operating expense through gate receipts.

Please refer to Section III, Experience, for a comprehensive list of over 100 Family Aquatic Centers designed by the firm.

TEAM IDENTIFICATION

The following are the key Team members that will be assigned to the Douglas Park Pool Improvements.

Michael E. Carroll, AIA, Principal-in-Charge



Mr. Carroll is co-founder, Senior Vice President and Managing Principal of the Lexington Architecture Division, and has 30 years' experience. Mr. Carroll has a diverse portfolio of project experience, including municipal recreation and aquatic centers, correctional facilities, courthouses, and public administration buildings. He has served as Principal-in-Charge and/or Project Manager for assignments in 15 states.

Mr. Carroll will be the primary contact with the LFUCG Parks and Recreation Department throughout the planning and design process and will be responsible for the coordination of the planning efforts of the various sub-consultants as well as the planning and design staff of BCI.

Patrick D. Hoagland, ASLA, Consulting Principal



Patrick D. Hoagland, ASLA will serve as a Consulting Principal on this project. Mr. Hoagland has over 30 years experience in the design of public parks, pools, recreation centers and over 100 trails. In 1989 he started and is still the Division Principal of BCI's Recreation, Planning and Landscape Architectural Division. He is also a noted leader in the field of Park System Planning. Mr. Hoagland has served as a Project Manager for several large scale park and recreation Master Planning and Strategic Planning assignments, all of which had a substantial public facilitation component. Mr. Hoagland most recently served as Project Manager for the City of Austin, Texas Aquatic Facilities Needs Assessment and Strategic Plan.

Philip N. Schilffarth, AIA, CID, NCARB, LEED AP BD+C, Project Manager



Mr. Schilffarth is a member of the American Institute of Architects and a LEED Accredited professional with a specialty in Building Design + Construction. He is a graduate of the University of Kentucky School of Architecture College of Design, and focuses the majority of his professional development in recreational design with a focus in aquatics.



Paradise Cove Family Aquatic Center
Richmond, KY

STATEMENT OF QUALIFICATIONS



Charles L. Schneider, P.E., Aquatic Engineer

Mr. Schneider is a civil engineer and specialized aquatics facility designer within the Recreation, Planning and Landscape Architecture Division of the firm. He brings over 15 years of experience designing sites, earthwork, drainage systems and storm water management, infrastructure, roads, utilities and municipal aquatic centers to the Team. In addition to his technical skills, Mr. Schneider is a Certified Aquatic Facility Operator. Mr. Schneider has provided aquatic engineering services on all BCI projects since 2003. This includes over 40 projects. He has continued his technical education by attendance at state and national aquatic conferences.



Eric M. Chambers, AIA, CDT, CPO, LEED GA, Architect

Mr. Chambers is a registered architect and member of the AIA. He is also a certified LEED Green Associate. Mr. Chambers has been a Project Manager for Brandstetter Carroll, Inc. since 2004 and has managed projects with Construction Costs ranging from \$100,000 to \$42,000,000 including several aquatic and recreation projects. His recreation project experience includes recreation centers, aquatic centers, marina buildings, splash pads, picnic shelters, amphitheaters, and restroom structures.



Ian C. Beattie, CSI, CCCA, Associate, Construction Administrator

Mr. Beattie will provide the Construction Administration services. This includes construction observation, on-site clarifications, project meetings, quality control, review of pay requests, preparation of field reports and final acceptance. Mr. Beattie is been with BCI for 22 years and has provided similar services for the majority of the aquatic centers since then. He provided this service for the Marietta Family Aquatic Center in 2004. He is a Certified Pool Operator.



Mark E. Horman, ASLA, Senior Landscape Architect

Mr. Horman has been with BCI since 1995. As a Landscape Architect, he has participated in the design of over 100 public parks, numerous public buildings, and over 50 aquatic centers including work on several splash pads. Mr. Horman will lead the site assessment process and assist in concept development and site related recommendations.

SUB-CONSULTANT UTILIZATION



Name: Poage Engineers & Associates (Poage)

Role: Structural Engineering

Address: 446 East High Street, Lexington, KY 40507

Phone: 859.255.9034

Project Personnel: Christopher Kelly, P.E. - Principal-In-Charge
Brian Scott, P.E. - Project Engineer/Project Manager

STATEMENT OF QUALIFICATIONS

FIRM OVERVIEW

Poage was formed in 1969 and incorporated in 1974. The firm has provided Structural Engineering Services on thousands of projects with clients including Architects, Engineers, Owners, and all levels of Government (Municipal, State, and the Federal Government). Poage (and/or its members) is also involved with the following professional organizations: American Concrete Institute, American Society of Civil Engineers, and Structural Engineers Association of Kentucky.

Poage has structural design experience on a wide range of structures including buildings, bridges, towers, and parking garages. The company has an extensive history of providing economical design services on almost every type of construction including concrete, precast prestressed concrete, post tensioned concrete, steel, masonry, and wood. Poage is also quite experienced in renovations, rehabilitations, structural assessments and troubleshooting construction problems.

Poage has been involved in several LEED projects ranging from basic LEED Certification up to LEED Gold Status. Their LEED projects have ranged from Addition/Renovations to New Construction and they have also worked with the design team in an effort to achieve the "Innovation in Design Credit". The firm has built a reputation throughout Kentucky as being "problem solvers" in the Structural Engineering field. Poage's unique ability to provide safe, economical, and buildable structural designs has been the key to our success over the past 40 years.



Name: Paladin, Inc. (Paladin)

Role: Mechanical, Electrical, and Plumbing Engineering

Address: 121 Old Lafayette Avenue, Lexington, KY 40502

Phone: 859.252.3047

Project Personnel: Candice B. Rogers, MBA, CCP, CxA, LEED AP BD+C - Principal-In-Charge
Richard T. Rogers, P.E., CCP - Principal Engineer
Kelsey Leslie, P.E., CxA - Engineer
Mark L. Zoller, P.E., CxA, CEM, LEED AP - Engineer

FIRM OVERVIEW

Paladin, Inc. is a woman-owned commissioning and engineering provider. As part of Paladin's business model, the firm seeks to hire veterans and currently has two veterans on their staff. Paladin's mission is to provide high-quality services that help clients meet their project and, ultimately, their business needs.

Paladin's clients define the firm as problem-solvers. Paladin delivers solutions through commissioning, engineering design, and technical services, and the firm delivers each of those services in a high-quality, responsive, and flexible manner.

Paladin serves clients across a variety of markets. The firm has a regional focus in order to maintain personal contact with their clients. Since 1986, Paladin has provided technical solutions to improve operations for manufacturing, healthcare, educational, religious, and commercial partners.

Paladin strives to be the commissioning and engineering firm of choice. The firm's operating premise is to ensure that all owners experience fully functional mechanical, electrical, and controls systems upon occupancy, in a timely manner and according to the owner's project goals.

STATEMENT OF QUALIFICATIONS

PERFORMANCE RECORD

BCI has had a successful record of Performance with its Aquatic Facilities. In over 120 pool assignments, only 3 have been re-bid in order to meet the Owner's budget. Change Orders during construction average less than 1% of construction cost. BCI can also demonstrate that its aquatic projects cost is up to 20% less than similar projects by other firms. Please review the below performance data with respect to project cost control and scheduling.

Project	Construction Estimate	Construction Contract	Change Orders	Construction Start	Construction Completion
Juniper Hills Aquatic Center Frankfort, Kentucky	\$5,900,000	\$5,535,526	4%	8/8/2014	7/01/2015
American Legion Park Pool Elizabethtown, Kentucky	\$3,130,000	\$3,192,731	0%	5/8/2015	Currently Under Construction
Bowling Green City Pool Bowling Green, Ohio	\$3,730,000	\$3,906,000	0%	10/1/15	6/1/15
Greendale Aquatic Center Greendale, Indiana	\$2,241,661	\$1,999,000	0%	01/21/2013	05/06/2013
Huber Heights Aquatic Center Huber Heights, Ohio	\$4,700,000	\$4,300,000	2%	04/1/11	6/1/12
Princeton Community Park Pool Princeton, New Jersey	\$6,500,000	\$6,390,000	1%	08/1/11	5/31/12
Plain City Family Aquatic Center Plain City, Ohio	\$2,300,000	\$2,125,700	.5%	10/1/11	5/31/12
Lincoln Park Pool Marion, Ohio	\$3,600,000	\$3,221,900	0%	8/1/11	6/1/12
Avon Lake Aquatic Center, Avon Lake, Ohio	\$4,130,000	\$3,426,930	1.5%	08/11/09	07/01/10
Tallmadge Family Aquatic Center Tallmadge, Ohio	\$3,000,000	\$2,912,528	0%	07/08/08	06/05/09
Maple Heights Family Aquatic Center Maple Heights, Ohio	\$1,300,000	\$1,300,000	0%	01/15/09	06/06/09
Paradise Cove Aquatic Center Richmond, Kentucky	\$5,566,000	\$5,390,000	0.05%	07/01/07	06/01/08
Wapakoneta Water Park Wapakoneta, Ohio	\$1,300,000	\$1,325,427	0.25%	12/10/07	07/01/08
Mingo Park Pool Delaware, Ohio	\$1,534,000	\$1,582,578	1%	11/01/06	06/19/07
Dunham Pool Cincinnati, Ohio	\$3,786,000	\$3,828,000	1%	12/15/06	6/1/08
Rocky River Aquatic Center, Rocky River, Ohio	\$2,000,000	\$2,081,580	2.4%	08/01/04	06/13/05

STATEMENT OF QUALIFICATIONS

Project	Construction Estimate	Construction Contract	Change Orders	Construction Start	Construction Completion
Tippecanoe Family Aquatic Center Tipp City, Ohio	\$4,250,258	\$3,797,000	1%	08/01/04	06/01/05
Indian Acres Family Aquatic Center Marietta, Ohio	\$3,063,000	\$2,916,949	0%	10/01/03	07/15/04
Florence Aquatic Facility Florence, Kentucky	\$6,417,000	\$5,848,000	1.6%	08/25/02	06/18/03
Groveport Aquatic Center Groveport, Ohio	\$3,374,200	\$3,241,780	2%	08/15/02	06/01/03
Heath Family Aquatic Center Heath, Ohio	\$1,800,000	\$1,757,459	0%	09/08/02	06/01/02
Bay Village Family Aquatic Center Bay Village, Ohio	\$2,476,007	\$2,439,562	0%	08/26/02	05/26/03
Lyndhurst Family Aquatic Center Lyndhurst, Ohio	\$2,090,900	\$2,138,500	0%	08/26/02	05/05/03

REFERENCES

City of Frankfort, Kentucky

James Parrish, Director
Parks, Recreation and Historic Sites Department
800 Louisville Road
Frankfort, Kentucky 40601
(502) 875-8521

Cincinnati Recreation Commission

Dan Jones, Planning & Development
Engineering/Tech Services Supervisor
805 Central Avenue, Suite 800
Cincinnati, OH 45202
513.352.4045

North Lexington YMCA

David Mortarano
YMCA of Central Kentucky
239 E High St
Lexington, KY 40507
859.254.9622

Morris Township

Bill Foelsch, Parks and Recreation Director
Parks and Recreation Department
50 Woodland Avenue
Convent Station, NJ 07961
973.605.8363

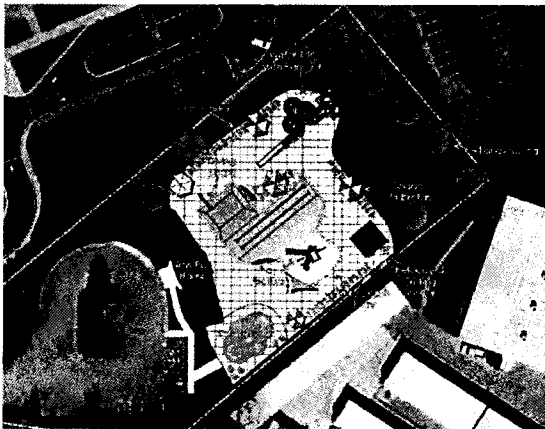
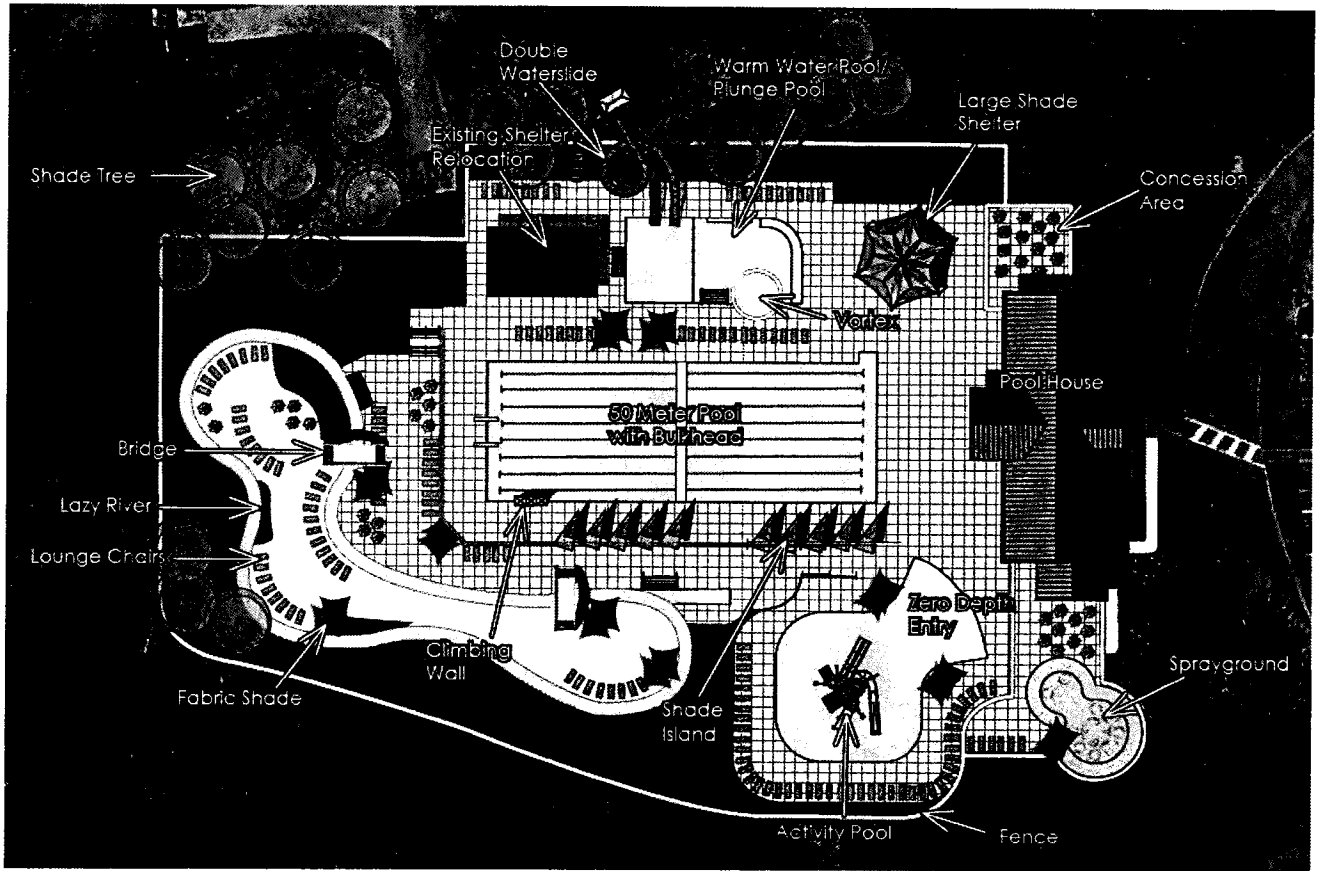


Section II
Projects

Section II
Projects

LEXINGTON AQUATICS MASTER PLAN

Lexington, Kentucky

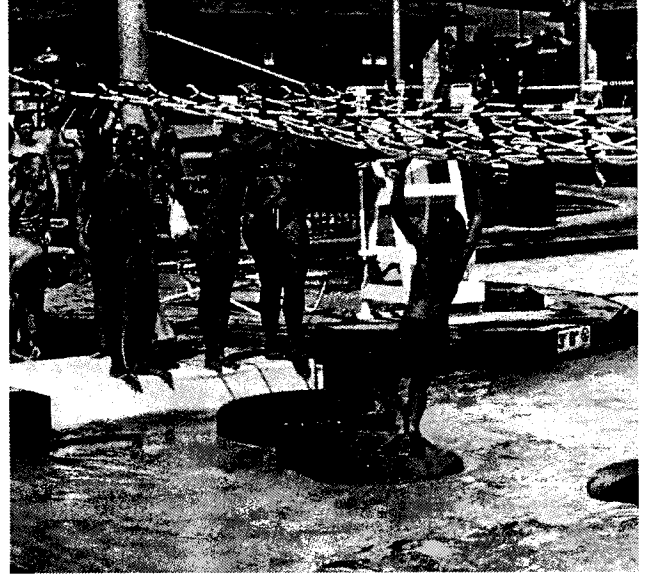


BCI prepared a city-wide aquatics master plan for the seven existing pools and identified the underserved areas of the City. Extensive public engagement was used to determine the citizens' concerns suggestions, and priorities. The engagement included events at the pools, public meetings, stakeholder groups, online engagement, and both a web based and statistically valid, random sample mail survey. Recommendations identified proposed improvements to all existing facilities plus the addition of new facilities to fill areas of Lexington with service gaps.

Shillito Pool is planned to be upgraded to a family aquatic center, with slides, lazy river, sprayground, program/exercise pool, new pool house, and more. New spraygrounds were recommended for Masterson Station and Jacobson Parks, both areas that are underserved by aquatics. Other recommendations focused on improving the life and attractions at the existing pools.

JUNIPER HILLS PARK AQUATIC CENTER

Frankfort, Kentucky



Constructed in the 1950's, the Juniper Hills pool was always a great place to cool off and fellowship with friends. Time has taken its toll on the existing facility and Brandstetter Carroll Inc. designed a new Family Aquatic Center to enhance the Juniper Hills Park and replace the aging pool facility. The new Juniper Hills Family Aquatic Center boasts a wide array of features to attract not only local patrons, but people from surrounding counties.

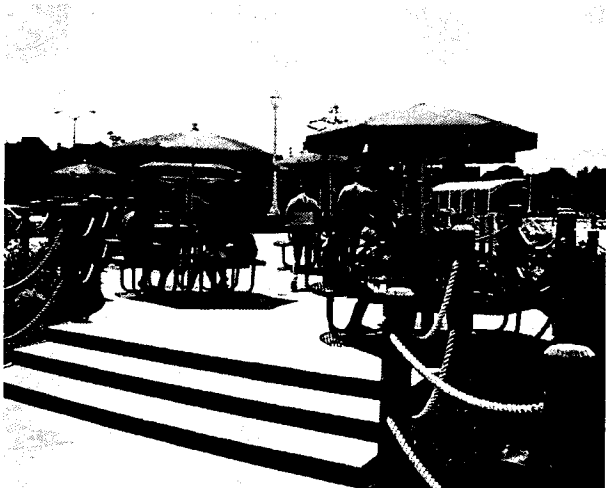
Two 25' tall water slides are the main focal point with an additional ADA accessible family slide. The ADA accessible family slide is the first of its kind in the area and will enhance the experience for any patron with a disability. The facility also offers an activity pool with a zero depth beach, and a large water play structure. Competition swimming, exercise and swim lessons take place in the adjacent 25 meter lap pool. This pool also features a climbing wall, and diving boards. A 450' lazy river tops off the experience with water sprays.

While these pools will be operated seasonally, a sprayground will be provided and operated earlier and later in the season to extend the fun! Rentable spaces and shade are placed around the aquatic center for special occasions around the pool while an indoor party room can be utilized year 'round. Concessions will be accessible to the aquatic facility and park patrons who take advantage of the newly designed walk/bike trails and picnic areas.

The construction budget was \$5,825,860 and construction commenced in the fall of 2014. The new aquatic facility opened its gates to the public in early summer of 2015.

PARADISE COVE FAMILY AQUATIC CENTER

Richmond, Kentucky

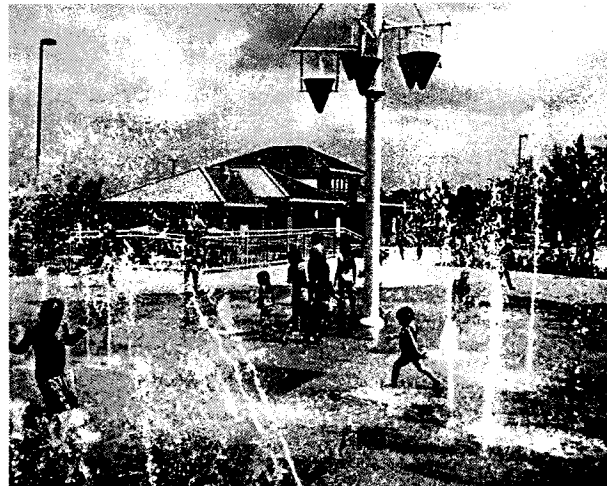
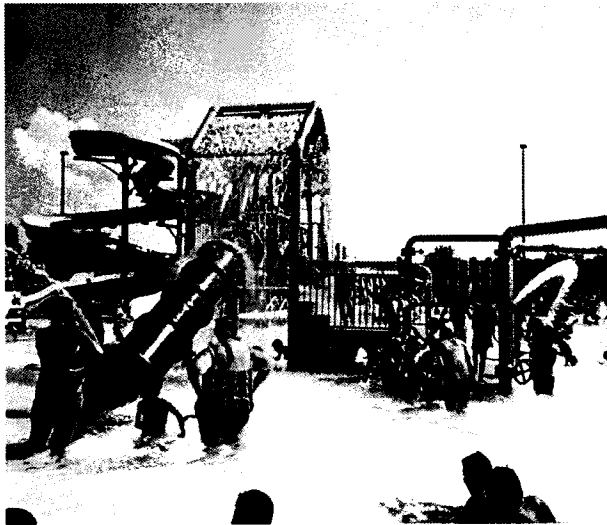
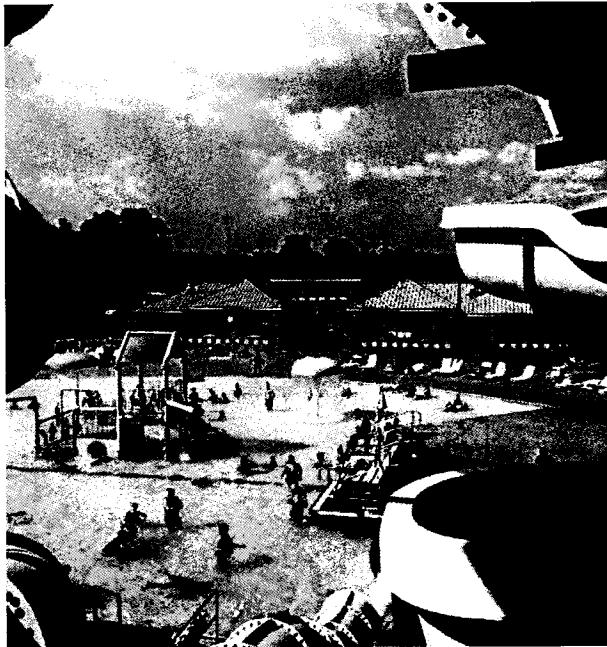


This new aquatic center first began with a feasibility study which included public meetings, design sessions, cost estimates, operation pro-formas, and site analysis. The new facility includes a 16,000 s.f. activity pool, water slides, lap pool, spraygrounds and a special "sensory features" pool. Many shade structures offer bathers places to get out of the sun.

The bath house offers restrooms and changing facilities, concessions, guard room, and offices for staff. A party room also offers the community a rental space for special events. The facility opened for the 2008 swim season.

NICHOLASVILLE MUNICIPAL POOL

Nicholasville, Kentucky



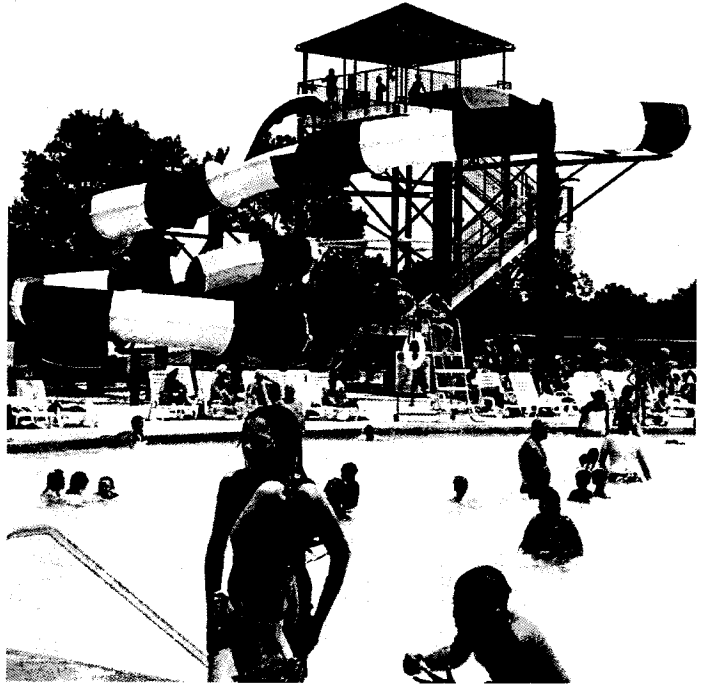
The Nicholasville Aquatic Center opened in 2002 at a cost of \$1.8 million. The facility serves a rapidly growing city of 20,000 people. It includes a 6 lane 25 yard lap pool, water slides, a large leisure pool and a children's activity center. Of special note is the pool house which was designed around a children's water "theme".

A new 52,000 s.f., \$10.5 million YMCA, complete with an indoor aquatic center was also designed by the firm and is currently pending funding.

This project is managed by the local YMCA.

HUBER HEIGHTS KROGER AQUATIC CENTER

Huber Heights, Ohio

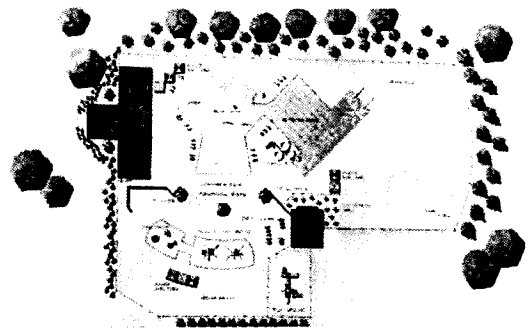
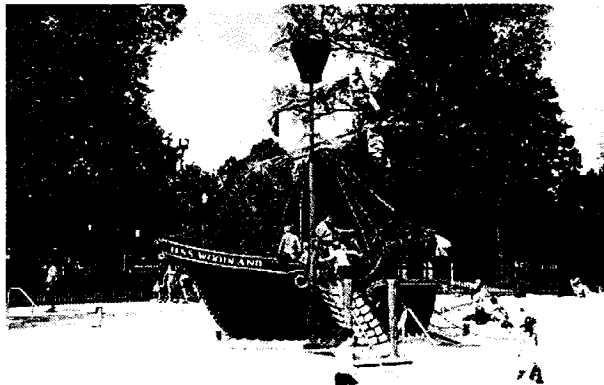
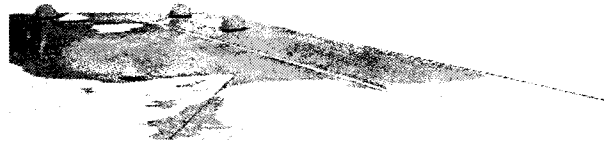
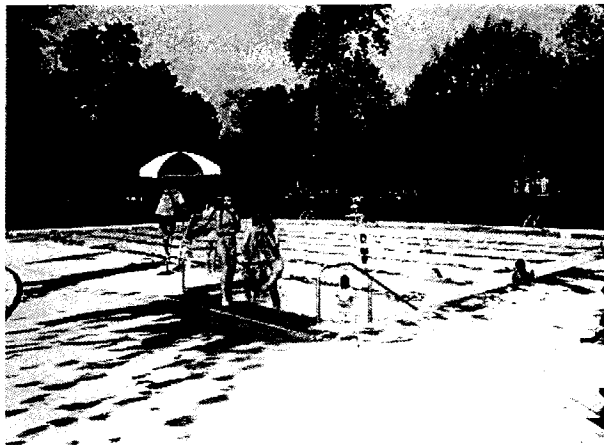
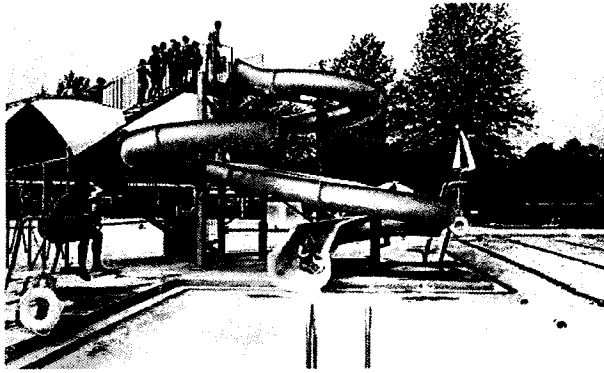


In 2011, Brandstetter Carroll Inc. designed of the \$10 million Activity Center. The new development includes a large aquatic center, game fields, shelters, amphitheater and passive areas. Aquatic features include a lazy river, diving area, lap lanes, shallow water playground, and a zero depth entry.

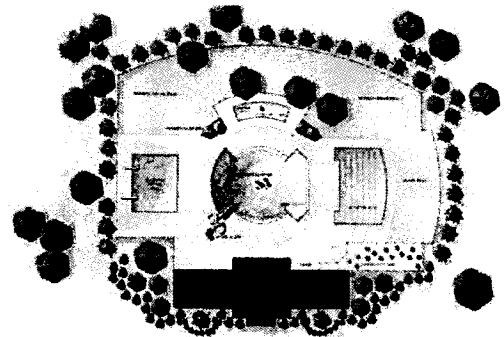
The project was funded 100 percent by Tax Increment Financing, and construction was completed in June 2012. The local YMCA manages the park and pool. Kroger is a major sponsor of the Aquatic Center.

AQUATIC FACILITIES RENOVATIONS

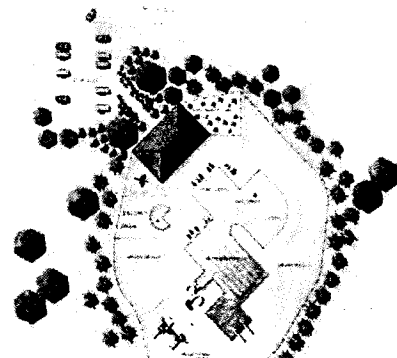
Lexington, Kentucky



Southland Park Pool



Woodland Park Pool



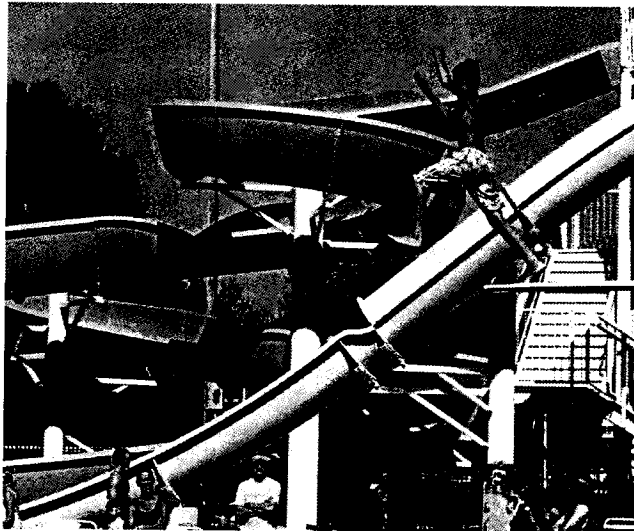
Castlewood Park Pool

Brandstetter Carroll Inc. examined all 9 outdoor pools and made recommendations for closure, renovation or new facilities. Upon completion of the study, Brandstetter Carroll Inc. provided design services for the conversion of three neighborhood pools (Southland, Woodland and Castlewood) into new regional aquatic centers. Renovations and construction of new bathhouses, deck areas and grass beaches were included in this project. New aquatic toys such as water slides, spray fountains and raindrops were also installed at each facility.

Attendance increased significantly and the Southland Aquatic Center experienced an operating surplus of \$100,000 per year in its first years after redevelopment.

AVON LAKE AQUATIC CENTER

Avon Lake, Ohio

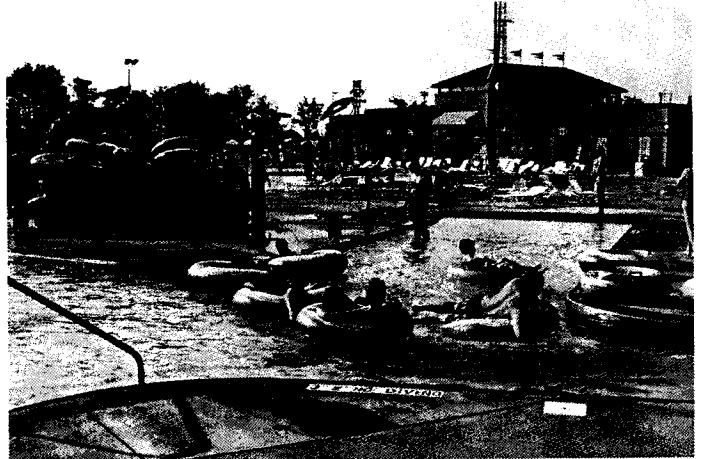
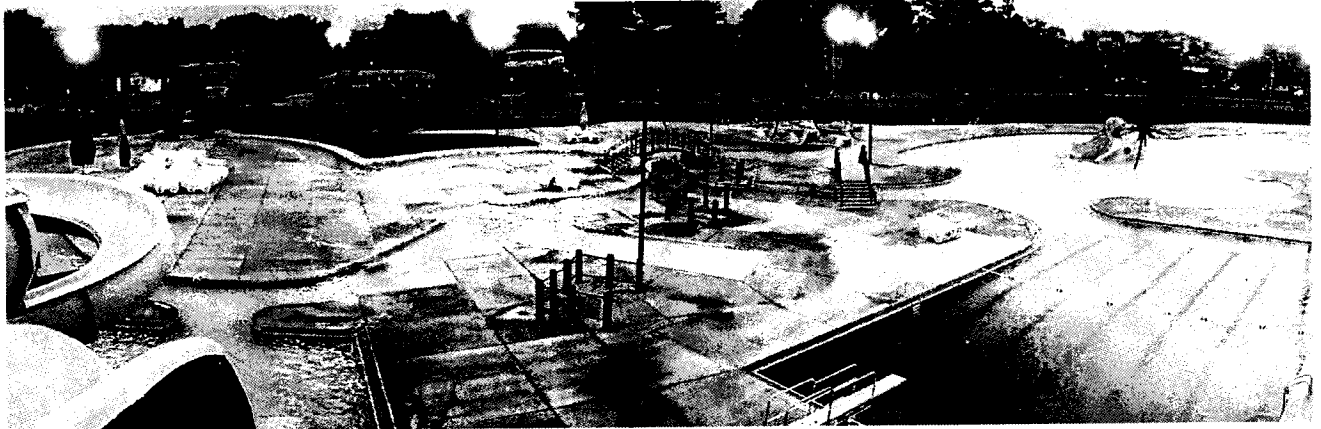


Brandstetter Carroll Inc. first conducted an aquatic center feasibility study for the City of Avon Lake in 2006. In order to ascertain the needs of the community, Brandstetter Carroll Inc utilized a very detailed approach that examined the City's demographics, and needs, and through public meetings and a technical assessment, made a series of recommendations to City officials. In April of 2008, City officials began to discuss this project in more detail with Brandstetter Carroll Inc, with the aspirations of placing the facility on the November 2008 ballot. Representatives from the firm held several meetings with City officials throughout the early half of 2008 in order to update the aquatic study in preparation for the levy.

In November 2008, voters approved the levy, and Brandstetter Carroll Inc. designed the new aquatic center. The facility design includes multiple sustainable design practices including solar tube lighting in the bathhouse, permeable pavers, high speed hand dryers, and timers on plumbing fixtures. This facility opened for the 2010 swim season.

FLORENCE AQUATIC FACILITY

Florence, Kentucky

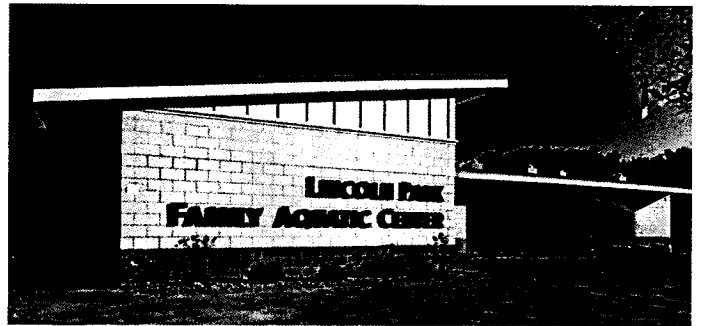
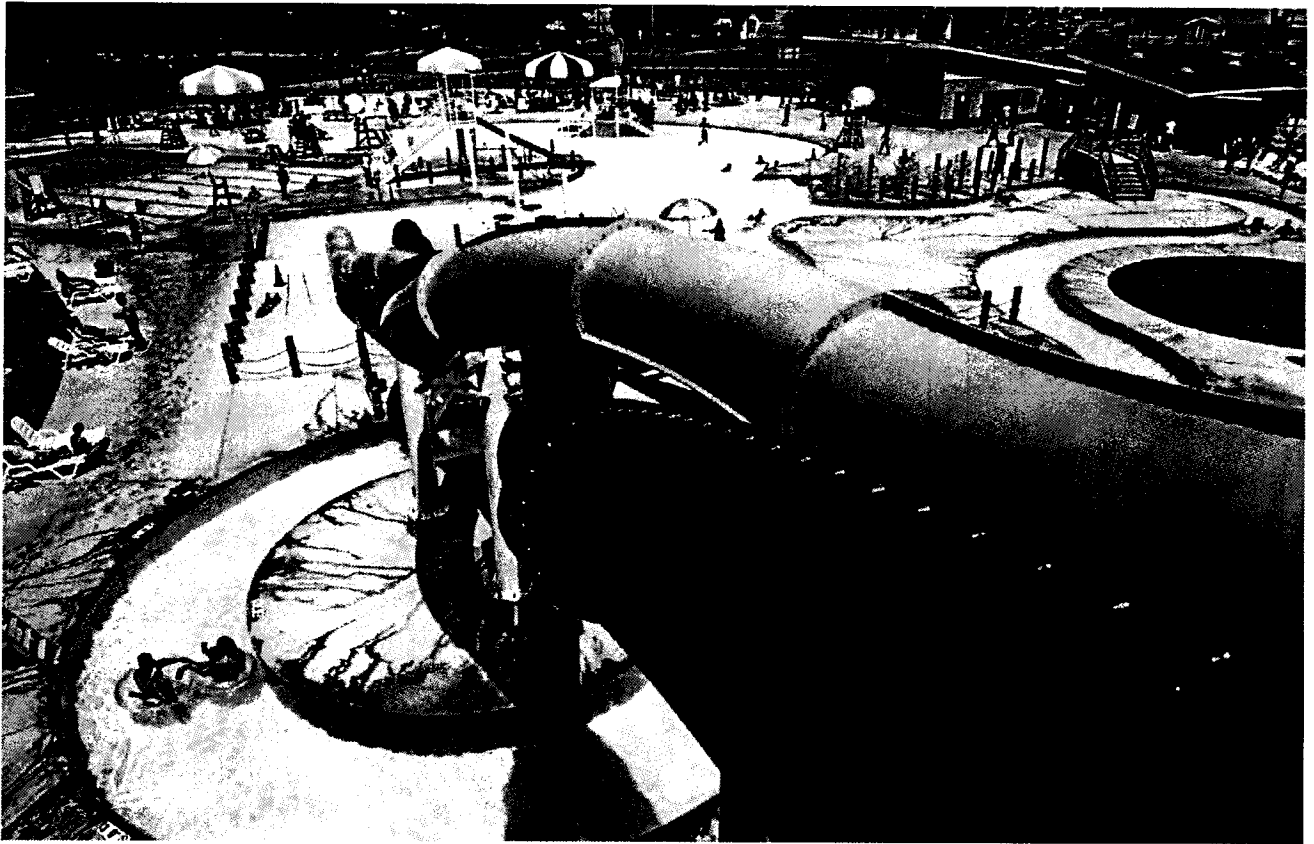


Florence, Kentucky is in suburban Cincinnati and is in a fast growing area of the Commonwealth of Kentucky. The site includes an existing Government Center and office building. Brandstetter Carroll Inc. provided a Master Plan to include an aquatic center, recreation center, skate park and Safety Town. The aquatic center includes the first "lazy river" in Kentucky, integrated with the water slides and children's playground.



LINCOLN PARK POOL

Marion, Ohio

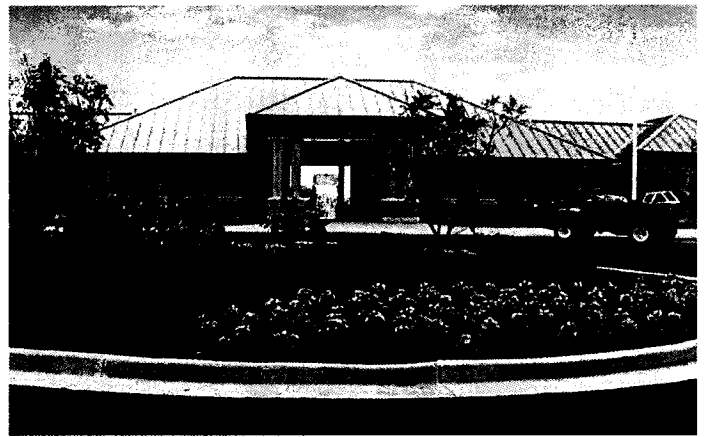
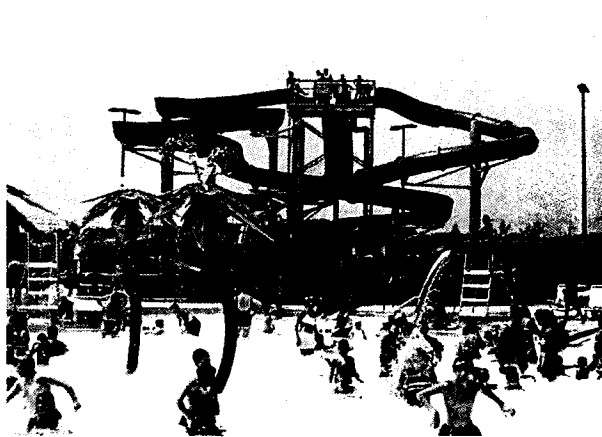
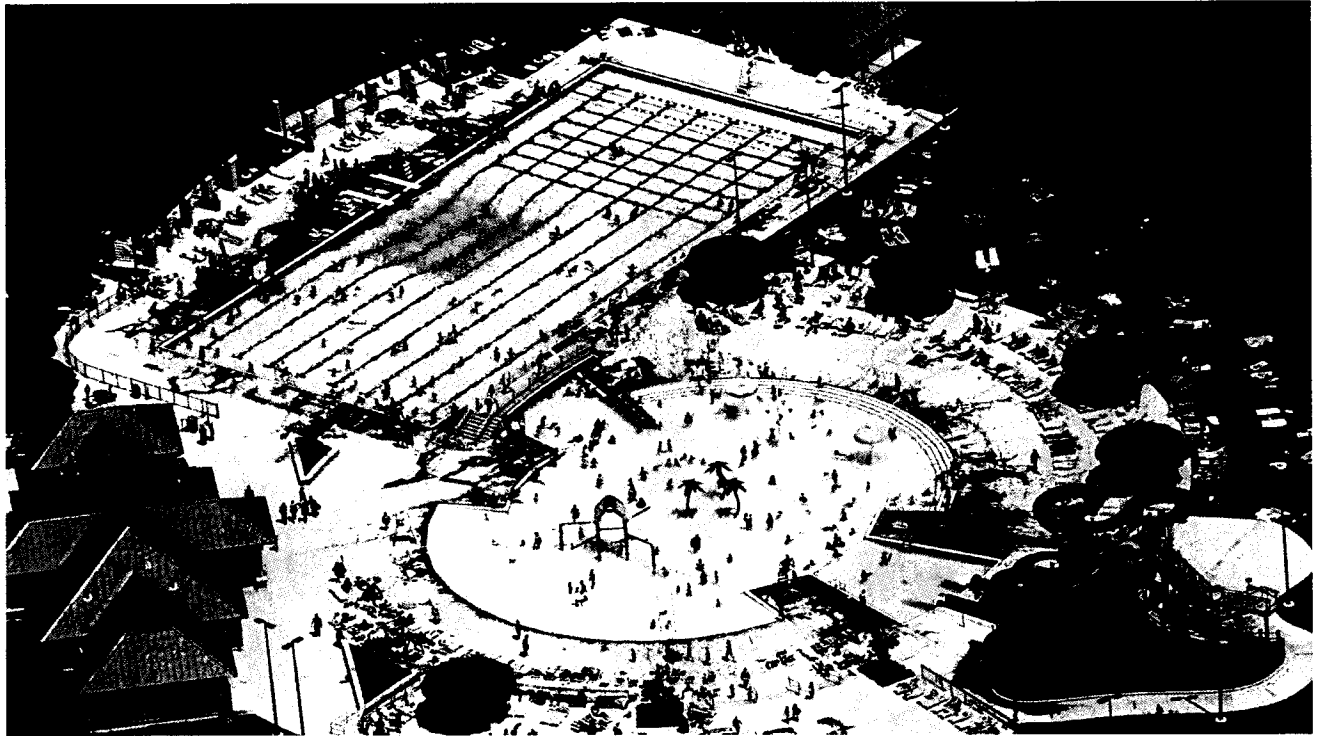


Lincoln Park Pool was renovated in 1981 by BCI, and it served the community for 30 years. Following a study for a new aquatic center in 2010, the City worked with a local hospital to provide funding for the construction and design.

The \$3,600,000 project includes significant water features including several water slides, fountains, zero-depth entry, lazy river, a lap pool and a state-of-the-art filtration system. Sustainable design principles were also followed. The project was completed in 2012.

RUSSELL SIMS AQUATIC CENTER

Bowling Green, Kentucky



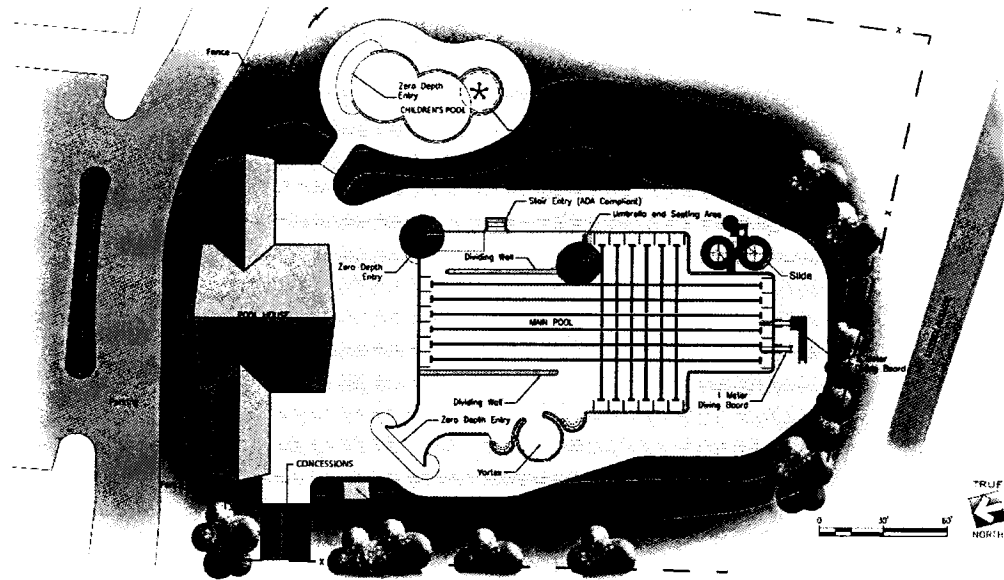
This stainless steel pool contains the most innovative aquatic technology in today's industry. Complete with spray features, zero-depth entry, a water slide, 50-meter competition and diving well facility, and related features. Since 2002 the facility has maintained an operational surplus ranging from \$100,000 – \$190,000.

This project received the Associated Builders & Contractors 2000 Award for Design Excellence.

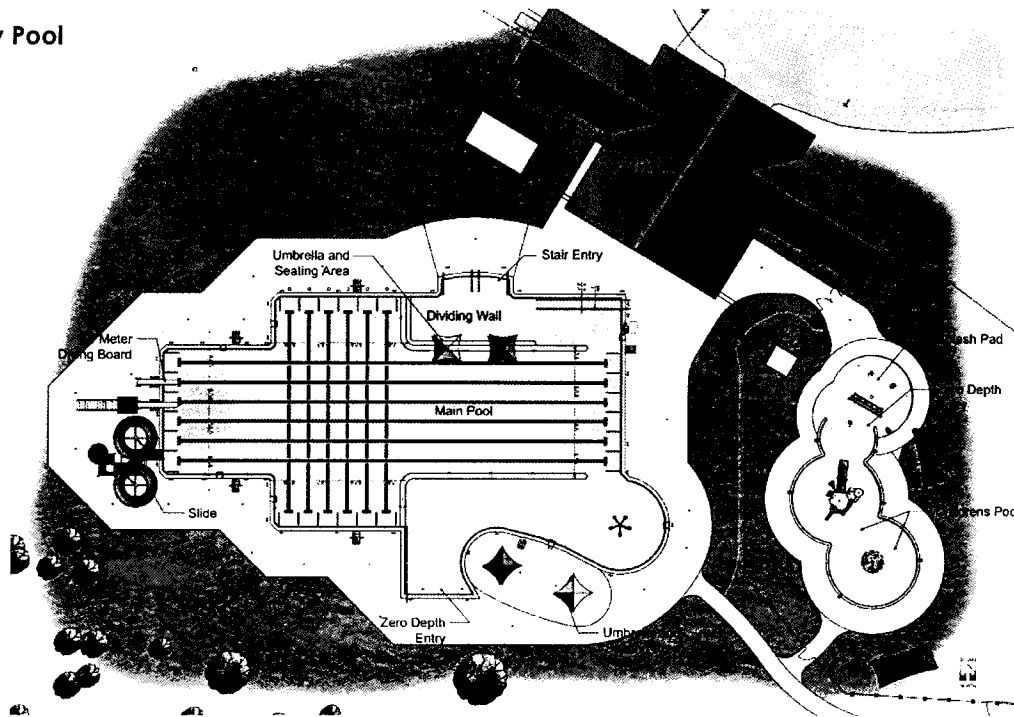
MORRIS TOWNSHIP GINTY AND STREETER POOL RENOVATIONS

Morris Township, New Jersey

Streeter Pool



Ginty Pool

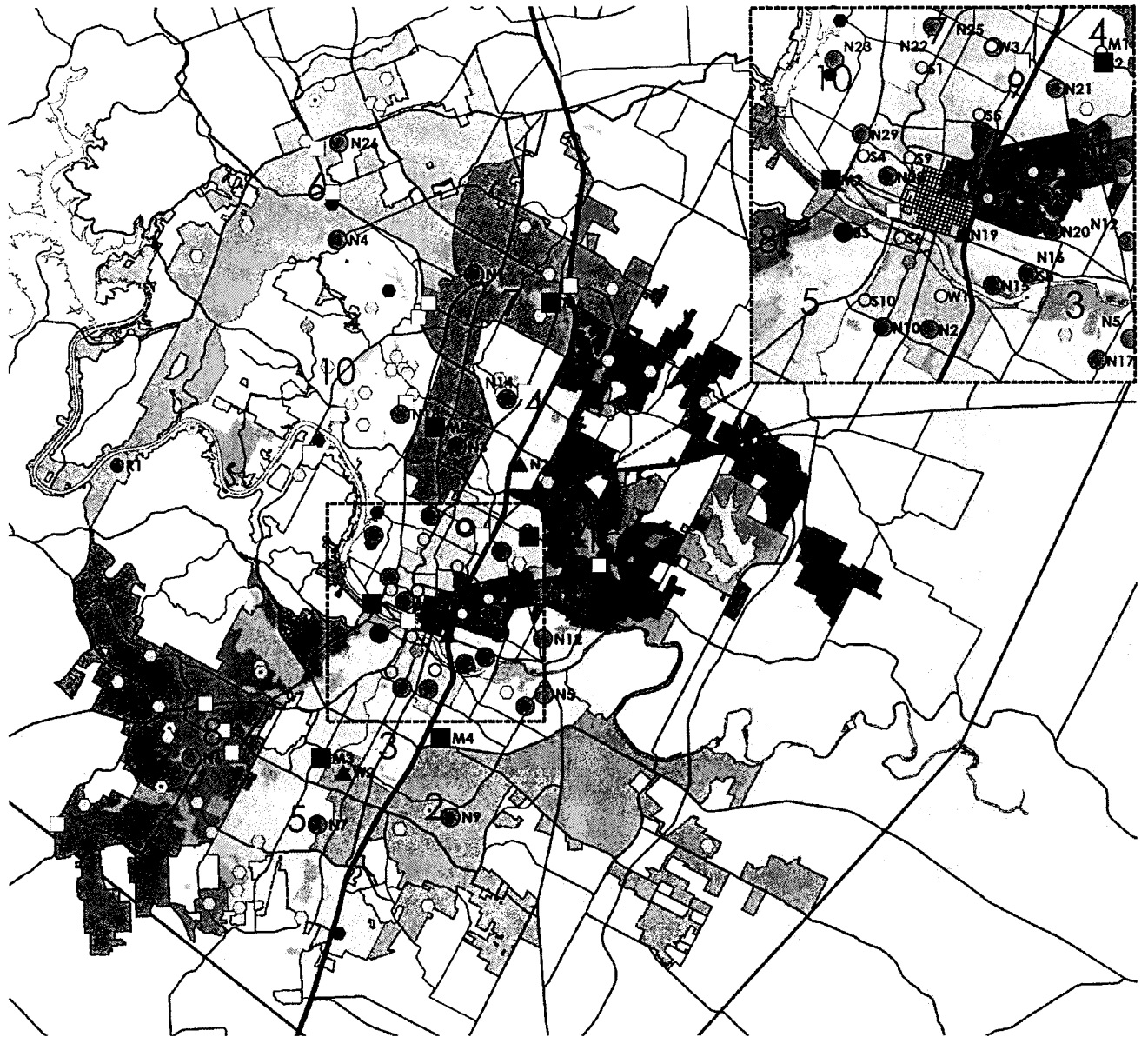


Morris Township, New Jersey is a doughnut shaped community which surrounds the City of Morristown. The delivery of recreational services is a challenge due to the traffic congestion in the area as well as the sometimes undefined jurisdictions of the city. As a result, Township citizens have enjoyed two "Community Pools" for over 30 years. Both existing pools were well maintained and resembled private sector facilities. The community did not want a Family Aquatic Center in the traditional sense. Since BCI had considerable success with the Princeton, New Jersey Community Pool, Morris Township decided to renovate these pools on the Princeton model.

Ginty Pool opened in Summer 2015 and Streeter Pool opened in summer 2016.

AQUATIC FACILITIES STRATEGIC MASTER PLAN

City of Austin, Texas Parks and Recreation Department

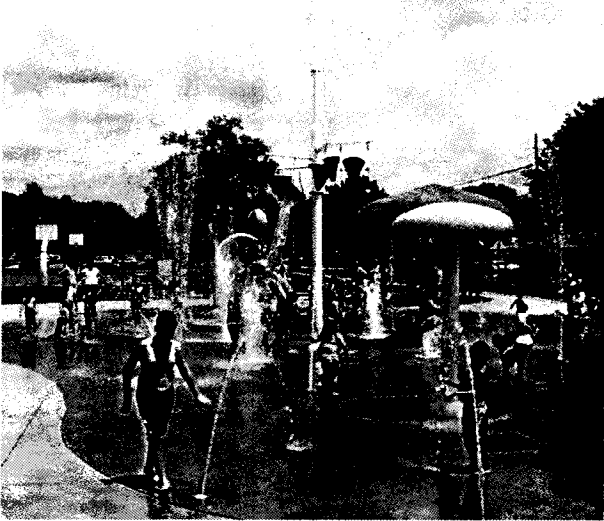
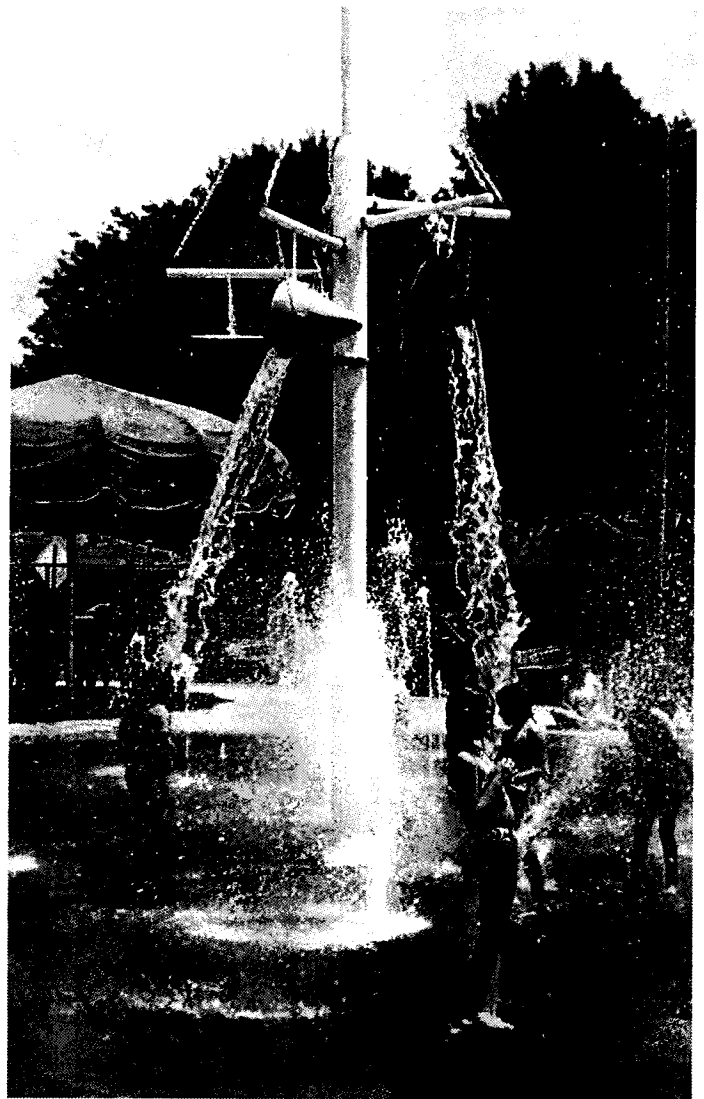


BCI was recently contracted to lead the City of Austin through their Aquatic Facilities Strategic Master Plan. The comprehensive process included an evaluation of 36 current pools of varying age and condition, with many being over 40 years old. The process identified strategies to better serve the City residents based upon: an extensive public engagement process; analysis of neighborhood trends and needs; and extensive evaluation of their existing facilities, especially analyzing factors such as compliance with VGB, ADA, and State and local health codes.

The goal was to develop strategies and recommendations to allow the City to provide quality aquatic experiences for the next 20 years and beyond. BCI assembled a team of local design professionals to supplement the firm's aquatic expertise.

BLACKBURN PARK SPRAYGROUND

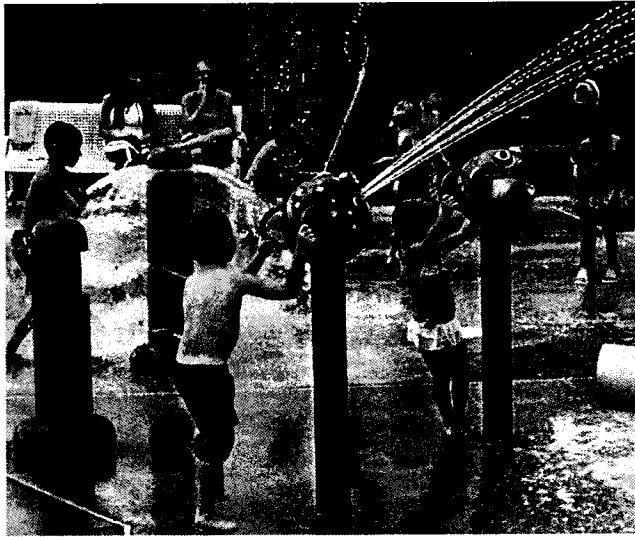
Paducah, Kentucky



This project was part of the first phase of implementation of a city-wide Parks and Recreation Master Plan. A new sprayground was developed to replace an outdated and poorly attended swimming pool. The sprayground opened in 2004 to rave reviews by the neighborhood.

ACTIVITY CENTER PARK SPRAYGROUND CENTERVILLE-WASHINGTON PARK DISTRICT

Centerville, Ohio



2007 OPRA Facilities Award Winner

The Centerville-Washington Park District utilized its park levy funds to develop a major improvement to Activity Center Park. The improvement included the development of a new sprayground, an all access playground, and picnic shelter/restroom facility. The sprayground features a wide variety of interactive spray features and has been a tremendous success since its opening in the late summer of 2006.

This facility received the Facilities Award from the Ohio Parks and Recreation Association in 2007.

CLIPPARD PARK SPRAYGROUND

Colerain Township, Ohio



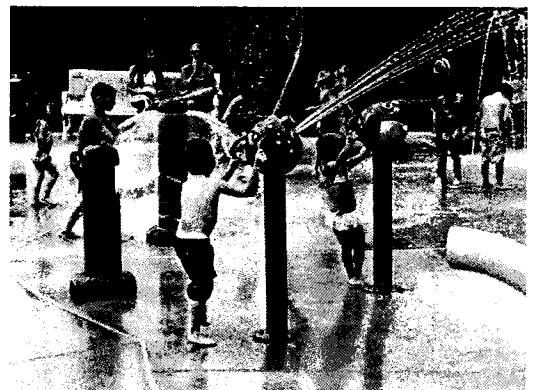
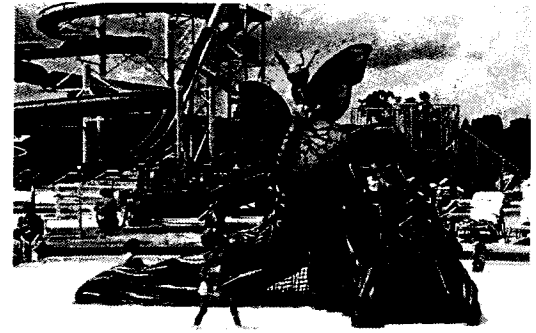
Brandstetter Carroll Inc. designed a \$2.5 million upgrade to the existing 16 acre Clippard Park. The goal of the project was to attract visitors to the underutilized park. The new primary attractions include a sprayground, two quality baseball fields, large Boundless playground, three picnic shelters, restrooms, paved walking trail, nature trail, concrete skatepark, basketball court, and additional parking. The sprayground was a tremendous success in its first year of operation in 2011. The project received a 3rd place Award of Excellence in Park Area Development in 2010 from the Ohio Parks and Recreation Association.



Section III
Experience

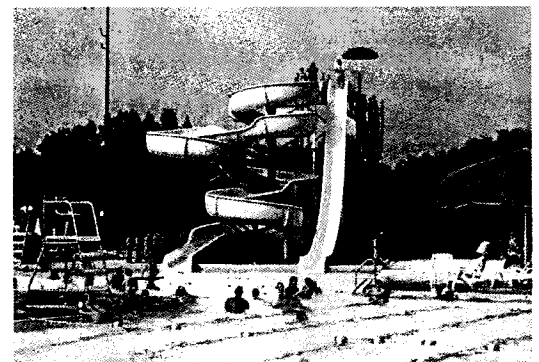
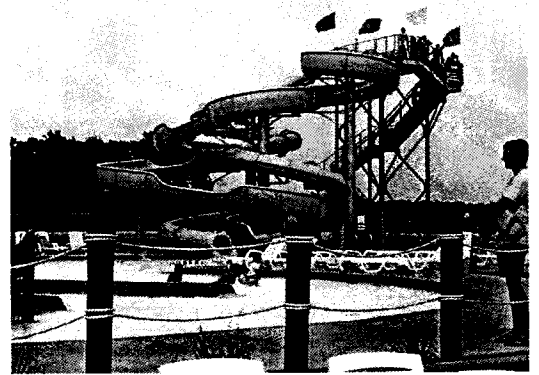
AQUATIC FACILITIES

Year	Project Name	Construction Cost
2016	City of Austin Aquatics Master Plan <i>Austin, Texas</i>	\$204,000 (fee)
2016	Peterson Pool Replacement <i>Westlake, Ohio</i>	\$5,500,000
2016	Brecksville Aquatic Center Study <i>Brecksville, Ohio</i>	\$4,000,000
2016	Streeter Pool Renovation <i>Morris Township, New Jersey</i>	\$1,800,000
2015	Lexington Aquatics Master Plan <i>Lexington, Kentucky</i>	\$150,000 (fee)
2015	Ford Pool Renovation <i>Allen, Texas</i>	\$3,600,000
2015	Ginty Pool Renovation <i>Morris Township, New Jersey</i>	\$1,800,000
2015	American Legion Park Pool <i>Elizabethtown, Kentucky</i>	\$3,200,000
2015	Juniper Hills Aquatic Center <i>Frankfort, Kentucky</i>	\$5,750,000
2014	McKie Pool Renovation <i>Cincinnati, Ohio</i>	\$1,700,000
2013	Greendale Aquatic Center <i>Greendale, Indiana</i>	\$2,000,000
2013	Aquatic System Needs Assessment <i>Austin, Texas</i>	\$250,000 (fee)
2013	Ray Meller Park Splashpad <i>Medina, Ohio</i>	\$329,000
2013	Garfield Pool Improvements <i>Mentor, Ohio</i>	\$150,000
2013	Bowling Green Aquatic Center <i>Bowling Green, Ohio</i>	\$4,000,000
2012	Kroger Aquatic Center <i>Huber Heights, Ohio</i>	\$4,400,000
2012	Lincoln Park Pool <i>Marion, Ohio</i>	\$3,220,000
2012	Plain City Family Aquatic Center <i>Plain City, Ohio</i>	\$2,230,000
2012	Princeton Family Aquatic Center <i>Princeton, New Jersey</i>	\$6,390,000
2012	Van Wert Aquatic Center Study <i>Van Wert, Ohio</i>	\$3,000,000
2012	Findlay Family Aquatic Center Study <i>Findlay, Ohio</i>	\$4,000,000



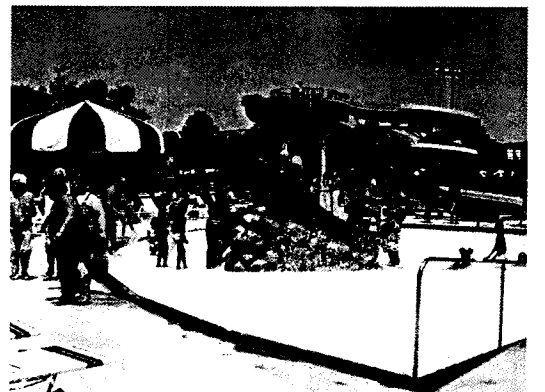
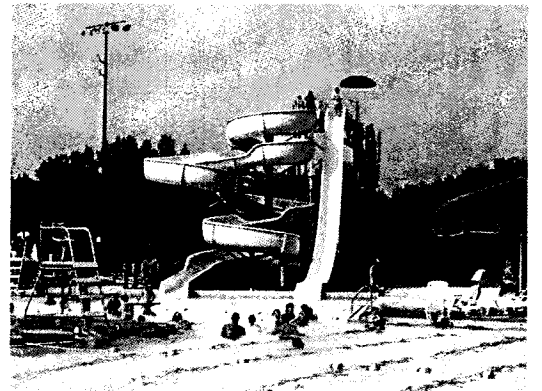
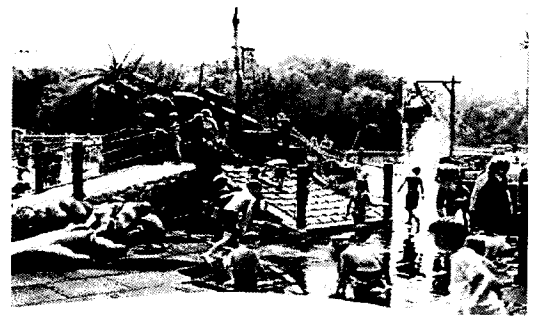
AQUATIC FACILITIES

Year	Project Name	Construction Cost
2012	Wauseon Aquatic Center Study <i>Wauseon, Ohio</i>	\$2,600,000
2011	Ontario Aquatic Center Study <i>Ontario, Ohio</i>	\$3,000,000
2011	Fairview Commons Sprayground <i>Dayton, Ohio</i>	\$300,000
2010	Avon Lake Family Aquatic Center <i>Avon Lake, Ohio</i>	\$3,500,000
2010	Civic Center Pool Sprayground <i>Mentor, Ohio</i>	\$250,000
2009	Williamstown Municipal Pool <i>Williamstown, West Virginia</i>	\$800,000
2009	Tallmadge Family Aquatic Center <i>Tallmadge, Ohio</i>	\$2,900,000
2009	Maple Heights Aquatic Center <i>Maple Heights, Ohio</i>	\$1,300,000
2009 (study)	Indoor and Outdoor Aquatic Centers Study <i>Bowling Green, Ohio</i>	\$9,000,000 (indoor) \$4,000,000 (outdoor)
2009	Moraine Indoor Natatorium Addition <i>Moraine, Ohio</i>	\$3,400,000
2009	Hamburg Pavilion YMCA <i>Lexington, Kentucky</i>	\$12,000,000
2009	Jessamine County YMCA <i>Nicholasville, Kentucky</i>	\$10,500,000
2008	Paradise Cove Family Aquatic Center <i>Richmond, Kentucky</i>	\$5,400,000
2008	Family Aquatic Center Study <i>Frankfort, Kentucky</i>	\$5,500,000
2008	Wapakoneta Waterpark <i>Wapakoneta, Ohio</i>	\$1,400,000
2008	Oxford Aquatic Center Feasibility Study <i>Oxford, Ohio</i>	\$4,400,000 (estimate)
2007	Community Park Sprayground <i>Richmond Heights, Ohio</i>	\$230,000
2006	East Liverpool YMCA <i>East Liverpool, Ohio</i>	\$2,500,000
2006	Don Umerley Civic Center Addition <i>Rocky River, Ohio</i>	\$7,600,000



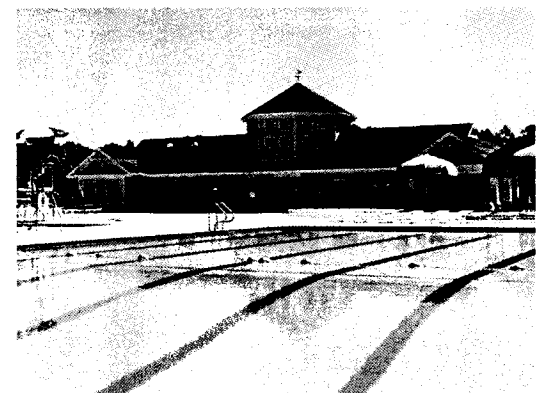
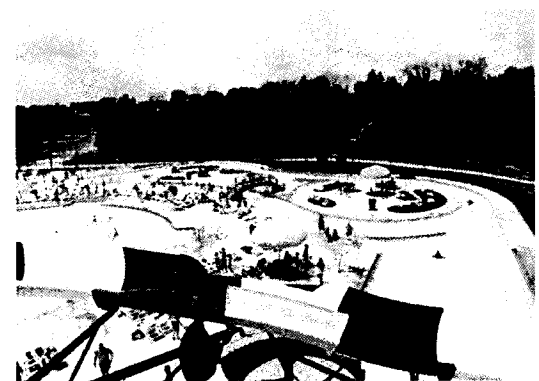
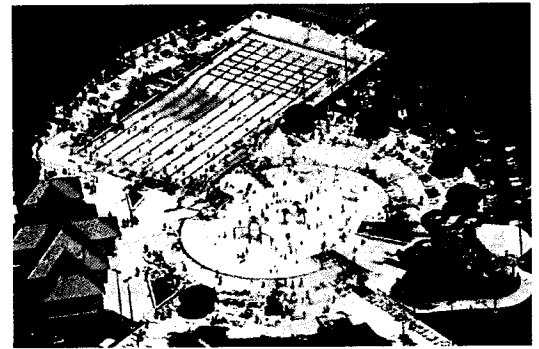
AQUATIC FACILITIES

Year	Project Name	Construction Cost
2006	Family Aquatic Center Feasibility Study <i>Clarksburg, West Virginia</i>	\$3,500,000
2005	Tipp City Aquatic Center <i>Tipp City, Ohio</i>	\$3,800,000
2005	Rocky River Aquatic Center <i>Rocky River, Ohio</i>	\$2,200,000
2004	Family Aquatic Center Study <i>Delhi, New York</i>	\$2,300,000
2004	Marietta Family Aquatic Center <i>Marietta, Ohio</i>	\$2,900,000
2003	Bay Village Family Aquatic Center <i>Bay Village, Ohio</i>	\$2,500,000
2003	Groveport Aquatic Center <i>Groveport, Ohio</i>	\$3,300,000
2003	Florence Aquatic Center <i>Florence, Kentucky</i>	\$5,900,000
2003	Anderson Dean Park Pool <i>Harrodsburg, Kentucky</i>	\$900,000
2003	St. Marys Aquatic Center <i>St. Marys, Ohio</i>	\$1,200,000
2003	Paulding Pool <i>Paulding, Ohio</i>	\$885,000
2003	Lyndhurst Family Aquatic Center <i>Lyndhurst, Ohio</i>	\$2,100,000
2003	Covington Water Park <i>Covington, Kentucky</i>	\$1,000,000
2002	Aquatic Center Addition/Renovation <i>Heath, Ohio</i>	\$1,800,000
2002	Nicholasville Park Aquatic Center <i>Nicholasville, Kentucky</i>	\$2,200,000
2002	Mt. Healthy Aquatic Center <i>Mt. Healthy, Ohio</i>	\$1,200,000
2002	Mt. Lookout Swim Club Renovation <i>Cincinnati, Ohio</i>	\$1,200,000
2001	Glenbrook Pool <i>Euclid, Ohio</i>	\$290,000
2001	Cumberland Park Pool <i>Cleveland Heights, Ohio</i>	\$150,000
2000	Automated Interactive Sprayground <i>Orlando Park, Wickliffe, Ohio</i>	\$100,000



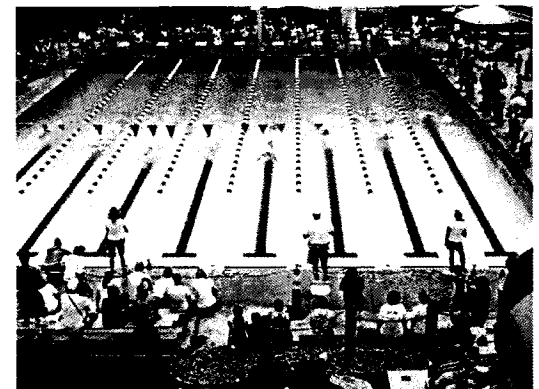
AQUATIC FACILITIES

Year	Project Name	Construction Cost
2000	Elmwood Park Pool <i>Independence, Ohio</i>	\$2,500,000
2000	Park Pool and Bathhouse <i>Osborne Park Willoughby, Ohio</i>	\$1,800,000
2000	Family Aquatic Center Coulby Park <i>Wickliffe, Ohio</i>	\$2,200,000
2000	Kingsbury Park Pool Renovation <i>Defiance, Ohio</i>	\$780,000
2000	Preston S. Miller Park <i>Bowling Green, Kentucky</i>	\$2,800,000
1999	Parkview Pool <i>Mayfield Village Mayfield, Ohio</i>	\$2,500,000
1998	Highland Heights Pool and Bathhouse <i>Highland Heights, Ohio</i>	\$1,100,000
1997	Family Aquatic Center <i>Evendale, Ohio</i>	\$2,700,000
1997	Aquatic Facilities Renovations <i>Lexington, Kentucky</i>	\$4,500,000
1997	Family Aquatic Center <i>Brook Park, Ohio</i>	\$1,500,000
1996	Municipal Pool Renovation <i>Crestline, Ohio</i>	\$600,000
1996	Coney Island <i>Cincinnati, Ohio</i>	\$850,000
1996	Family Aquatic Center <i>Montgomery, Ohio</i>	\$1,080,000
1996	Pool Renovation <i>West Carrollton, Ohio</i>	\$650,000
1996	Parky's Pirate Cove <i>Miami Whitewater Park Cincinnati, Ohio</i>	\$600,000
1995	Municipal Pool <i>Ada, Ohio</i>	\$400,000
1995	Municipal Pool and Bathhouse <i>University Heights, Ohio</i>	\$1,500,000
1994	Aquatic Facility <i>Twinsburg, Ohio</i>	\$2,252,000
1994	Corwin M. Nixon/Pine Hill Lakes Park Pool <i>Mason, Ohio</i>	\$1,735,000



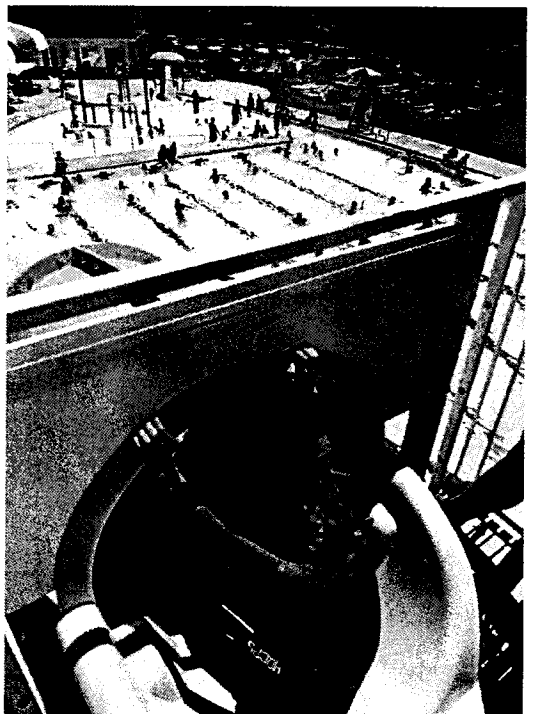
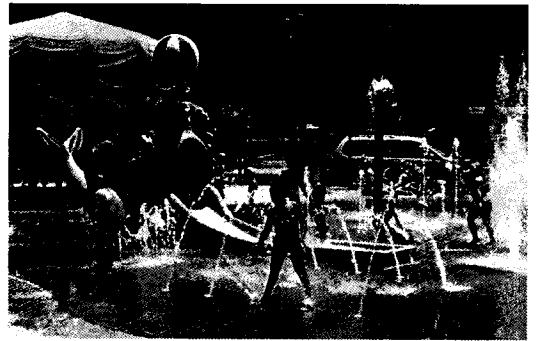
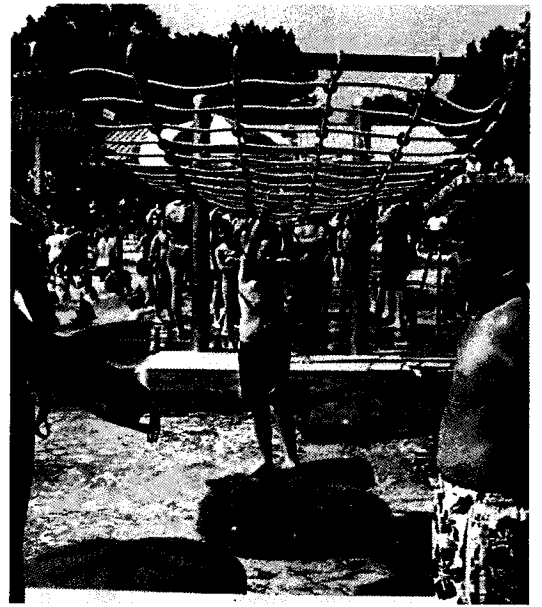
AQUATIC FACILITIES

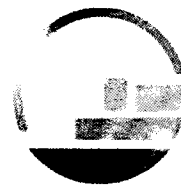
Year	Project Name	Construction Cost
1993	Municipal Pool <i>Mt. Blanchard, Ohio</i>	\$300,000
1992	Pool and Bathhouse <i>Bluffton, Ohio</i>	\$985,000
1991	Central Homewood Pool <i>Homewood, Alabama</i>	\$420,000
1991	Municipal Pool <i>Ottawa, Ohio</i>	\$850,000
1991	Kingsbury Pool <i>Defiance, Ohio</i>	\$630,000
1991	Heise Park Pool <i>Galion, Ohio</i>	\$448,000
1990	Brookside Park Pool <i>Ashland, Ohio</i>	\$700,000
1990	Municipal Pool <i>Arlington, Ohio</i>	\$395,000
1989	East End Pool <i>Galion, Ohio</i>	\$42,000
1989	Hedges/Boyer Pool <i>Tiffin, Ohio</i>	\$650,000
1989	Community Pool <i>Mariemont, Ohio</i>	\$325,000
1989	Mills Pool <i>Bloomington, Indiana</i>	\$325,000
1989	Village Pool <i>Crooksville, Ohio</i>	\$315,000
1988	Aumiller Park Pool <i>Bucyrus, Ohio</i>	\$400,000
1988	Seltzer Park Municipal Pool <i>Shelby, Ohio</i>	\$350,000
1985	Harvest Home Pool <i>Cheviot, Ohio</i>	\$250,000
1985	Harrison Smith Park Pool <i>Upper Sandusky, Ohio</i>	\$250,000
1985	Municipal Pool Master Plans <i>Bowling Green, Kentucky</i>	\$600,000
1984	Municipal Pool Study <i>Oak Ridge, Tennessee</i>	\$950,000



AQUATIC FACILITIES

Year	Project Name	Construction Cost
1984	Double Oaks Pool <i>Charlotte, North Carolina</i>	\$400,000
1984	Cordelia Pool <i>Charlotte, North Carolina</i>	\$400,000
1984	Revolution Recreation Center <i>Charlotte, North Carolina</i>	\$700,000
1984	Archbold Municipal Pool <i>Archbold, Ohio</i>	\$250,000
1984	Georgetown Municipal Pool <i>Georgetown, Kentucky</i>	\$150,000
1984	Bryan Park Pool <i>Bloomington, Indiana</i>	\$250,000
1983	Greenville Municipal Pool <i>Greenville, Kentucky</i>	\$300,000
1983	Campbellsville Municipal Pool <i>Campbellsville, Kentucky</i>	\$500,000
1983	Malta/McConnellsville Pool <i>Malta/McConnellsville Recreation Board</i>	\$450,000
1983	Breman Pool <i>Breman, Ohio</i>	\$145,000
1983	Carey Municipal Pool <i>Carey, Ohio</i>	\$136,000
1982	Marion Municipal Pool <i>Marion, Ohio</i>	\$330,000
1980	Pastime Pool <i>Plain City, Ohio</i>	\$80,000
1980	South Euclid Pools Study <i>South Euclid, Ohio</i>	\$500,000





Section IV
Personnel

Section IV
Personnel

MICHAEL E. CARROLL, AIA

Principal-in-Charge



EDUCATION

University of Cincinnati, Bachelor of Architecture
College of Design, Art, Architecture
The Harvard Graduate School of Design, "The New American Courthouse"

REGISTRATION

Registered Architect:
State of Ohio
Commonwealth of Kentucky
State of South Carolina
State of Tennessee
State of Illinois
State of Wisconsin
State of New York
State of Texas
State of Oklahoma
Commonwealth of Virginia

AFFILIATIONS

- American Institute of Architects
- National Council of Architectural Registration Boards
- Leadership Lexington 1985-86



AQUATIC FACILITIES DESIGN

- **Aquatic and Recreation Complex at The Heights**
Huber Heights, Ohio
- **Pleasant Ridge Pool Renovation**
Cincinnati, Ohio
- **McKie Recreation Center Pool**
Cincinnati, Ohio
- **Community Park Pool**
Princeton, New Jersey
- **College Park Natatorium**
Winchester, Kentucky
- **Paradise Cove Family Aquatic Center**
Richmond, Kentucky
- **Tippacano Family Aquatic Center**
Tipp City, Ohio
- **Florence Aquatic Center**
Florence, Kentucky
- **Groveport Recreation and Aquatic Centers**
Groveport, Ohio
- **Shelbyville Outdoor and Indoor Aquatic Centers**
Shelbyville, Kentucky
- **Lyndhurst Family Aquatic Center**
Lyndhurst, Ohio
- **Mt. Healthy Aquatic Center**
Mt. Healthy, Ohio
- **Dunham Pool, Cincinnati Recreation Commission**
Cincinnati, Ohio
- **Indian Acres Family Aquatic Center**
Marietta, Ohio
- **St. Marys Aquatic Renovations**
St. Marys, Ohio
- **Franciscan Fitness and Wellness Center**
Cincinnati, Ohio
- **Bay Village Family Aquatic Center**
Bay Village, Ohio
- **Preston Miller Park Aquatic Center**
Bowling Green, Kentucky
- **Southland, Woodland, Castlewood Family Aquatic Centers**
Lexington, Kentucky
- **Elmwood Park Pool**
Independence, Ohio
- **Parky's Pirate Cove**
Cincinnati, Ohio
- **Nicholasville Family Aquatic Center**
Nicholasville, Kentucky
- **Covington Water Playground**
Covington, Kentucky

PATRICK D. HOAGLAND, ASLA

Consulting Principal



EDUCATION

The Ohio State University,
B.S. Landscape Architecture

REGISTRATION

Registered Landscape Architect:
Commonwealth of Kentucky – 316,
Ohio – 663, Commonwealth of Virginia – 0406001787,
Tennessee – 0487, West Virginia – 352,
CLARB – 1339, Georgia – LA001486,
New Jersey – 21 AS00096200, Texas – 2781

Council of Landscape Architectural
Registration Boards Certificate

AFFILIATIONS

- American Society of Landscape Architects
- (KY Chapter – President, 1984 and Trustee, 1991-1996)
- Kentucky Recreation and Park Society
- Ohio Parks and Recreation Association



AQUATIC FACILITIES PLANNING & DESIGN

- **Lexington Aquatics Master Plan**
Lexington, Kentucky
- **Juniper Hills Aquatic Center**
Frankfort, Kentucky
- **SomerSplash Water Park Expansion**
Somerset, Kentucky
- **Nicholasville Family Aquatic Center**
Nicholasville, Kentucky
- **Florence Family Aquatic Center**
Florence, Kentucky
- **Preston Miller Park Pool**
Bowling Green, Kentucky
- **Paradise Cove Family Aquatic Center**
Richmond, Kentucky
- **Granville Recreation & Aquatic Facilities Feasibility Study**
Granville, Ohio
- **Blackburn Park Sprayground**
Paducah, Kentucky
- **Parky's Pirate Cove**
Hamilton County Park District, Cincinnati, Ohio
- **Fairview Commons Park and Sprayground**
Dayton, Ohio
- **Pleasant Ridge Pool Renovation**
Cincinnati, Ohio
- **McKie Pool Renovation**
Cincinnati, Ohio
- **Parkview Pool**
Mayfield Village, Ohio
- **Dunham Family Aquatic Center**
Cincinnati Recreation Commission, Cincinnati, Ohio
- **Austin Aquatic Needs Assessment and Master Plan**
Austin, Texas
- **Plain City Family Aquatic Center**
Plain City, Ohio
- **Lincoln Park Pool**
Marion, Ohio
- **Kyle Vista Recreation Center and Park**
Kyle, Texas
- **Community Park Pool Redevelopment**
Princeton, New Jersey
- **Aquatic and Recreation Center at The Heights**
Huber Heights, Ohio
- **Groveport Recreation Center and Outdoor Aquatic Center**
Groveport, Ohio

PHILIP N. SCHILFFARTH, AIA, CID, NCARB, LEED AP BD+C

Project Manager



EDUCATION

University of Kentucky College of Design
Bachelor of Architecture, 2008

Registered Architect:

Commonwealth of Kentucky

AFFILIATIONS

- LEED AP BD+C, 2011-Present
- LEED AP, 2008-2009
- AIA, Associate Member
- NCARB Intern Development Program, 2008-2011
- EBCE Student Mentor
- Boy Scouts of America Den Leader



Mr. Schilffarth is an associate member of the American Institute of Architects and a LEED Accredited professional with a specialty in Building Design + Construction. He is a graduate of the University of Kentucky School of Architecture College of Design, and focuses the majority of his professional development in high performance and sustainable design.

RECREATION AND AQUATIC FACILITIES

- **Princeton Community Pools & Recreational Facility**
Princeton, New Jersey
- **SomerSplash Water Park**
Somerset, Kentucky
- **Huber Heights Aquatic & Recreation Complex**
Huber Heights, Ohio
- **McKie Recreation Center Pool Renovation**
Cincinnati, Ohio
- **T. Stuart Payne Pool of Richfield Retirement Community**
Salem, Virginia
- **Greendale Pool**
Greendale, Indiana
- **Juniper Hill Family Aquatic Center**
Frankfort, Kentucky
- **American Legion Park Pool**
Elizabethtown, Kentucky
- **Blue Ash Wading Pool**
Blue Ash, Ohio

CHARLES L. SCHNEIDER, P.E.

Aquatic Engineer



EDUCATION

University of Texas
University of Kentucky, B.S.C.E.
Major Area of Study – Hydrology
and Hydraulics

REGISTRATION

Professional Engineer:
Commonwealth of Kentucky
#22599

CERTIFICATIONS

Certified Pool Operator, Ohio Aquatic
Council, LTD—2008

SPECIALTIES

- Site Development and Utilities
- Aquatic Facilities Design
- Aquatic Mechanical Design
- Water and Waste Water Treatment

AQUATIC EXPERIENCE

- **Hamburg Pavilion YMCA Pool**
Lexington, Kentucky
- **Juniper Hills Aquatic Center**
Frankfort, Kentucky
- **SomerSplash Water Park Expansion**
Somerset, Kentucky
- **Paradise Cove Family Aquatic Center**
Richmond, Kentucky
- **Allen Texas Ford Pool Project**
Allen, Texas
- **City of Austin Aquatic Facilities Needs Assessment**
Austin, Texas
- **Plain City Family Aquatic Center**
Plain City, Ohio
- **Lincoln Park Pool**
Marion, Ohio
- **Community Park Pool Redevelopment**
Princeton, New Jersey
- **Pleasant Ridge Pool Renovation**
Cincinnati, Ohio
- **McKie Pool Renovation**
Cincinnati, Ohio
- **Huber Heights Family Aquatic Center**
Huber Heights, Ohio
- **Tippecanoe Family Aquatic center**
Tipp City, Ohio
- **Indian Acres Family Aquatic Center**
Marietta, Ohio
- **College Park Natatorium**
Winchester, Kentucky
- **Senior Living Facilities Therapy Pools and Wellness Centers, 5 locations**
North Carolina, Virginia, and Indiana
- **Russell County Indoor Natatorium**
Jamestown, Kentucky
- **Greater Dayton Recreation Center at Roosevelt Commons Indoor Natatorium**
Dayton, Ohio
- **Jessamine County YMCA Pool**
Nicholasville, Kentucky
- **Fairview Commons Sprayground**
Dayton, Ohio
- **Clippard Park and Sprayground**
Colerain Township, Ohio
- **Dr. Festus Claybon Park Sprayground**
Madisonville, Kentucky
- **Paducah Park Sprayground**
Paducah, Kentucky

ERIC M. CHAMBERS, AIA, CID, CDT, CPO, LEED GA

Architect



EDUCATION

University of Kentucky
Bachelor of Architecture
Business Minor
PSMS Project Management (BARCH)
Bootcamp — 2006
Recreation Facility Design School —
2006
High Performance School buildings —
2012

REGISTRATION

Registered Architect:
Commonwealth of Kentucky #6882
LEED Green Associate
Construction Document Technologist
(CDT)
Certified Pool Operator, Ohio Aquatic
Council, LTD - (CPO)

AFFILIATIONS

- American Institute of Architects (AIA)
- Baptist Church at Andover Property and Facility Task Force



RECREATION FACILITIES

- **Hamburg Pavilion YMCA**
Lexington, Kentucky
- **Jessamine County YMCA**
Nicholasville, Kentucky
- **Groveport Recreation Complex**
Groveport, Ohio
- **Dunham Pool, Cincinnati Recreation Commission**
Cincinnati, Ohio
- **Indoor Natatorium**
Moraine, Ohio
- **Sayre School Athletic Complex**
Lexington, Kentucky
- **Cynthiana-Harrison County Park, Phase I**
Cynthiana, Kentucky
- **Jackson Center Sprayground**
Jackson Center, Ohio
- **Tipp City Family Aquatic Center**
Tipp City, Ohio
- **Mt. Washington Recreation Center**
Cincinnati Recreation Commission
- **Dayton RecPlex**
Dayton, Ohio
- **Northwest Recreation Center**
Dayton, Ohio
- **Lohrey Recreation Center**
Dayton, Ohio
- **Beaumont YMCA**
Lexington, Kentucky
- **McKie Recreation and Aquatic Center**
Cincinnati, Ohio
- **Pleasant Ridge Aquatic Center**
Cincinnati, Ohio
- **Somersplash Waterpark**
Somerset, Kentucky
- **Dunham Park Aquatic Center**
Cincinnati, Ohio
- **Jackson Center Sprayground**
Jackson Center, Ohio
- **Oyler Park Sprayground**
Cincinnati, Ohio
- **South Fairmount Sprayground**
Cincinnati, Ohio
- **Mt. Auburn Recreation Center**
Cincinnati, Ohio
- **Groesbeck Park**
Colerain, Ohio
- **Princeton Community Park Pool**
Princeton, New Jersey

IAN C. BEATTIE, CSI, CCCA, ASSOCIATE

Construction Administration



EDUCATION

Lexington Community College,
Associate Degree in Architecture

University of Kentucky – College of
Architecture

AFFILIATIONS

- Volunteer Fire Fighter/1st Responder, Camp Dick Fire & Rescue, Lancaster, Kentucky (1997-2003)
- Former Technical Affiliate to Department of Architecture, Lexington Community College
- Secretary of Fraternal Order of Police, Lodge #59
- Scott County Constable, Georgetown, Kentucky.

AQUATICS

- **Otto Armleder Family Aquatic Center**
Cincinnati Recreation Commission
- **Paradise Cove Family Aquatic Center**
Richmond, Kentucky
- **Tippacanoe Family Aquatic Center**
Tipp City, Ohio
- **Indian Acres Aquatic Center**
Marietta, Ohio
- **Groveport Outdoor Family Aquatic Center**
Groveport, Ohio
- **Florence Aquatic Center**
Florence, Kentucky
- **Nicholasville Aquatic Center**
Nicholasville, Kentucky
- **Mt. Lookout Swim Club Renovation**
Cincinnati, Ohio
- **Mt. Healthy Aquatic Center**
Mt. Healthy, Ohio
- **Russell Sims Aquatic Center**
Bowling Green, Kentucky
- **Evendale Aquatic Center**
Evendale, Ohio
- **Woodland Park Aquatic Center**
Lexington, Kentucky
- **Southland Park Aquatic Center**
Lexington, Kentucky
- **Marietta Family Aquatic Center**
Marietta, Ohio
- **Dunham Aquatic Center**
Cincinnati Recreation Commission

RECREATION

- **Mercy Wellness Facility & Indoor Pool**
Cincinnati, Ohio
- **Mt. Washington Recreation Center**
Cincinnati, Ohio
- **College Park Gymnasium Phase I and Phase II**
Winchester, Kentucky
- **Mt. Washington Recreation Center**
Cincinnati Recreation Commission
- **College Park Gymnasium Phase I and Phase II**
Winchester, Kentucky
- **Madisonville Community Center**
Cincinnati Recreation Commission
- **Phil Moore Park Community Center**
Warren County, Kentucky

MARK E. HORMAN, ASLA

Senior Landscape Architect



EDUCATION

University of Kentucky
B.S. Landscape Architecture

REGISTRATION

Registered Landscape Architect:
Commonwealth of Kentucky

AFFILIATIONS

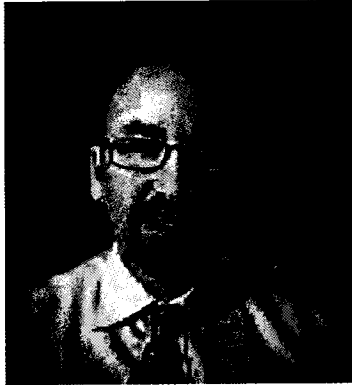
- Council of Landscape Architectural Registration Boards - Kentucky State Board of Examiners and Registration of Landscape Architects Governor Appointed: 1984-1987, Re-appointed: 1987-1990, 1990 - 1993
- Elected Kentucky delegate to the National Meeting of the Council of Landscape Architectural Registration Boards 1985, 1986, 1987, 1988, 1990
- President of the Kentucky State Board of Examiners and Registration of Landscape Architects, 1991-1993
- Additional: Participated in the joint authorship of Kentucky's newly ratified registration laws and CLARB National Committee on Continuing Education for Landscape Architects



AQUATICS AND RECREATION DESIGN

- **Fairview Commons Sprayground**
Dayton, Ohio
- **Pleasant Ridge Pool Renovation**
Cincinnati, Ohio
- **McKie Pool Renovation**
Cincinnati, Ohio
- **Community Park Pool Redevelopment**
Princeton, New Jersey
- **Clippard Park and Sprayground**
Colerain Township, Ohio
- **Paradise Cove Family Aquatic Center**
Richmond, Kentucky
- **Dr. Festus Claybon Park Sprayground**
Madisonville, Kentucky
- **Aquatic and Recreation Complex at The Heights**
Huber Heights, Ohio
- **Indian Acres Family Aquatic Center**
Marietta, Ohio
- **Tippecanoe Family Aquatic center**
Tipp City, Ohio
- **SomerSplash Water Park Expansion**
Somerset, Kentucky
- **Salvation Army Ray and Joan Kroc Community Center**
Ashland, Ohio
- **Paducah Park Sprayground**
Paducah, Kentucky
- **Oyler Sprayground**
Cincinnati, Ohio
- **Roosevelt Commons Indoor Natatorium**
Dayton, Ohio
- **Hamburg Pavilion YMCA**
Lexington, Kentucky
- **Jessamine County YMCA**
Nicholasville, Kentucky
- **Oak Grove Park**
Centerville-Washington Park District, Ohio
- **Patricia Allyn Park**
Clearcreek Township, Ohio
- **Kincaid State Park Lodge Study**
Pendleton County, Kentucky
- **Grant County Park**
Grant County, Kentucky
- **Beech Acres Park, Anderson Park District**
Anderson Township, Ohio
- **Colerain Park**
Colerain Township, Ohio

Chris Kelly, PE
Principal in Charge



EXPERIENCE

Christopher Kelly is the President and one of the partners in the firm. He serves as Project Engineer and/or Engineer-of-Record on projects within the firm. Mr. Kelly has been with the firm on a full time basis since 1987. Before working with this firm, Mr. Kelly worked for his father's construction company in all aspects of construction, from laborer to project manager and estimator

His experience gained while working at Poage Engineers, coupled with his background in construction, has enabled him to propose sound, economical building designs throughout his career.

Mr. Kelly has assisted or been responsible for the structural design of over \$950 million in construction costs with Poage Engineers.

Education

University of Kentucky
Bachelor of Science in Civil Engineering
(emphasis on Structures) – 1987

Professional Organizations

Structural Engineers Association of Kentucky
(past president)
American Concrete Institute
American Society of Civil Engineers

Registration

Kentucky #17615
Indiana #19800121
Alabama #25498
New York #080312
U.S. Virgin Islands #737-PE

RELEVANT EXPERIENCE

YMCA PROJECTS:

YMCA – Weight Room & Aerobics Addition
Paris, Kentucky

YMCA – Telford – New Facility
Richmond, Kentucky

YMCA – Arts Place Renovation
Lexington, Kentucky

PARKING GARAGE PROJECTS:

World Trade Center Garage – Steel Stair Replacement – Front and Rear
Lexington, Kentucky

Chase Bank Parking Garage
Lexington, Kentucky

The Woodlands Parking Deck Structural Repairs
Lexington, Kentucky

LFUCG Parking Annex – Structural Repairs
Lexington, Kentucky

PNC Bank Parking Garage
Lexington, Kentucky

Fayette County Justice Center Parking Structure
Lexington, Kentucky

Lexington Transit Center Bus Transfer & City Parking Garage
Lexington, Kentucky

St. Joseph Hospital-Parking Structure
Lexington, Kentucky

Chevy Chase Place – Parking Structure Pre-cast Concrete Design
Lexington, Kentucky

St. Joseph Office Park-Parking Structure Phase I & III
Lexington, Kentucky

Victorian Square/Festival Market Parking Structure
Lexington, Kentucky

Bank One Parking Garage – Structural Repairs
Lexington, Kentucky

Picadome Parking Garage - St. Joseph Office Park
Lexington, Kentucky

LEXINGTON PROJECTS:
Victorian Square Renovation (2013)

HopCat - Victorian Square

Saul Good Renovation - Victorian Square

Urban Outfitters - Victorian Square

Tony's of Lexington - Victorian Square

Shakespeare & Company

New Fayette County High School

Fayette County District & Circuit Courthouses

Downtown Arts Center

Dudley's Restaurant Renovation/Adaptive Re-use

Proof Fitness

L'Escalade Fitness

Bryan Station High School

Lexington Transit Center

Dunbar Athletic Building

Brian D. Scott, PE
Engineer of Record

POAGE
ENGINEERS
& ASSOCIATES



EXPERIENCE

Brian Scott is the Vice President and one of the partners in the firm. He serves as the Engineer of Record, Project Manager, and Principal in Charge depending on the project and/or client. Mr. Scott has over 20 years of experience in the field of engineering and has been with the firm since 1994. While at the firm, Mr. Scott has gained valuable engineering and problem solving skills some of which include: one of the first Progressive Collapse Analyses in the State of Kentucky, FEMA 361 Storm Shelter Design, Finite Element Analysis of Manufacturing Conveying Equipment, Forensic Studies, and Fall Protection/Fall Prevention Studies. Mr. Scott has produced proficient engineering designs in virtually every construction material and project scale ranging from small renovations to several hundred thousand square feet projects. In addition to his engineering skills, Mr. Scott is well versed in construction administration and has experienced a good working relationship with both clients and contractors which has allowed him to produce successful projects.

EDUCATION

-University of Kentucky
Bachelor of Science in Civil Engineering - 1994
Master of Science in Civil Engineering - 1998

PROFESSIONAL ORGANIZATIONS

Structural Engineers Association of Kentucky

REGISTRATION

- Kentucky # 21768
- Ohio # 73009
- Virginia # 044864
- West Virginia # 17705
- Tennessee # 112249
- North Carolina # 034571
- South Carolina # 26644
- Texas # 102843
- Arkansas # 16612

RELEVANT EXPERIENCE

YMCA PROJECTS:

YMCA - Northside Addition & Renovation
Lexington, Kentucky

PARKING GARAGE PROJECTS:

LFUCG Parking Garage Annex

Lexington, Kentucky

Mr. Scott served as one of the Field Engineers for this project, which consisted of performing a thorough assessment of the garage and following up with a plan to repair the structural elements in phases to work within LFUCG's budget.

Chase Bank Parking Garage Emergency Wall Panel Review

Lexington, Kentucky

Mr. Scott was one of the engineers responsible for reviewing existing panel design to determine the method /cause of failure.

Picadome Parking Garage - St. Joseph Office Park

Lexington, Kentucky

Mr. Scott served as Design Engineer for all of the pre-stressed concrete elements. The design was completed for prestressed services of Kentucky

Fayette County Courthouse Parking Garage

Lexington, Kentucky

Mr. Scott served as one of the Design Engineers responsible for the design of the reinforced and post-tensioned concrete elements.

ATHLETIC PROJECTS:

EKU Begley Building Repair Study & Implementation

Richmond, Kentucky

Clear Creek Family Activity Center

Shelbyville, Kentucky

College Park Natatorium Addition and Renovation

Winchester, Kentucky

LEXINGTON PROJECTS:

Lyric Theater

Mr. Scott served as the project engineer as well as the engineer-of-record for this project. The project consisted of approximately 29,000 ft² with a cost of \$5.7 million. This project could be divided up into two buildings, a two-story addition, and a renovation of the existing theater. Mr. Scott was responsible for the management and the production of the construction documents and handled the construction administration. The building was designed around and submitted to the USGBC to achieve LEED Certification. This project was awarded Gold Status Level under LEED NC 2.2.

Nunn Building Addition/Renovation

Alliance Coal Office Building

Fayette County District & Circuit Courthouses

William Wells Brown Elementary

Lexington Clinic Ambulatory Surgery Center

UK - Commonwealth Stadium End zone Expansion (1998)

(Engineered for all steel connections)

Kentucky Basketball Academy

The Omni Center

University of Kentucky Administration Building Renovation

Southwynd Office Condo Building - New Three story Office Bldg




Candice understands the business behind the buildings. She leads commissioning process development for Paladin's projects, defines project goals and performance criteria, manages the commissioning process, and works to assure that Owner's receive the best systems possible.

Candice has served on the International Board of Directors for the Building Commissioning Association. She promotes understanding of Commissioning through community and industry presentations.

EDUCATION

*Masters in Business Administration,
University of Kentucky*

*Bachelor of Business Administration,
University of Kentucky,
Marketing and Management*

 [linkedin.com/in/candice-rogers-ccp-cxa-leed-ap-8642a47](https://www.linkedin.com/in/candice-rogers-ccp-cxa-leed-ap-8642a47)

Candice B. Rogers | MBA, CCP, CxA, LEED AP BD+C
PRINCIPAL-IN-CHARGE

CERTIFICATION

Certified Commissioning Professional, Building Commissioning Association
Certified Commissioning Authority, AABC Commissioning Group
LEED Accredited Professional, United States Green Building Council

PROJECT ROLE & RELATED EXPERIENCE

As the Principal in Charge, Candice will support the project's front-end to coordinate the incorporation of Paladin's commissioning methodology. Throughout the entire project, she will work to uphold the integrity of our scope and facilitate closeout documentation.

CAER Laboratory Building #2 | Commissioning
University of Kentucky | Lexington, KY

Gatton College of Business Renovation & Expansion | Fundamental & Enhanced Commissioning | *University of Kentucky | Lexington, KY*

University of Kentucky Housing Development Phases I and II | Fundamental & Enhanced Commissioning | *EdR Trust | Lexington, KY*

Health Sciences Building | Construction Phase Commissioning
Jefferson Community and Technical College | Louisville, KY

Transportation Cabinet Office Building & Central Utility Plant | Post Commissioning & Energy Efficiency Improvements | *Facility & Support Services | Frankfort, KY*

Student Recreational Center | Fundamental & Enhanced Commissioning | *University of Louisville | Louisville, KY*

Statewide Building Investigation | Retro-Commissioning of Building Systems | *Department of Military Affairs | KY*

Classroom and Student Services Building | Whole Building Commissioning | *Bluegrass Community and Technical College | Lexington, KY*

Centralized Laboratory | Existing Building Commissioning | *MEP and Envelope Facility and Support Services | Frankfort, KY*

Burlington Readiness Center | Fundamental & Enhanced Commissioning | *Department of Military Affairs | Burlington, KY*

LexTran Headquarters Building | Fundamental & Enhanced Commissioning | *MEP and Envelope LexTran | Lexington, KY*

AFFILIATIONS

Building Commissioning Association - International Board of Directors and Marketing and Outreach Committee Chair 2008-2012
Kentucky US Green Building Council
Vistage International



Richard T. Rogers | PE, CCP
PRINCIPAL ENGINEER

CERTIFICATION

Professional Chemical & Electrical Engineer: Commonwealth of Kentucky (#23685)

Certified Commissioning Professional, Building Commissioning Association
Six Sigma Green Belt, American Society of Quality

Dick's extensive background in the requirements of mechanical, plumbing, electrical and control systems operation enables him to perform high-level design reviews and prepare functional tests to verify sequence of operation consistency.

As a licensed Engineer and Certified Commissioning Professional, Mr. Burks has completed both engineering design and commissioning of systems and equipment for a variety of applications. Dick has developed and directed commissioning process activities for approximately twenty years. He has participated in mechanical, plumbing, electrical, and controls systems design for over thirty five years.

EDUCATION

Bachelor of Science,
University of Kentucky,
Chemical Engineering

PROJECT ROLE & RELATED EXPERIENCE

For this project, Mr. Burks will lead the overall workplan, manage our technical staff, and oversee the execution of on-site testing. Of particular importance is Mr. Burks' experience managing projects of similar scale for our clients.

Knapp Hall Renovation | Commissioning
Berea College | Berea, KY

Black and Williams Community Center | MEP Design
LFUCG | Lexington, KY

Centralized Laboratory Building & Central Utility Plant | Existing Building Commissioning & MEP Design | Facility and Support Services |
Frankfort, KY

Student Recreation Center | Commissioning
University of Louisville | Lexington, KY

Gatton College of Business Renovation & Expansion | Fundamental & Enhanced Commissioning | University of Kentucky | Lexington, KY

United Health Care | Post | MEP Design | United Health Care | Louisville, KY

Charles Y. Community Center | MEP Design
LFUCG | Lexington, KY

Centralized Laboratory | Existing Building Commissioning
MEP and Envelope Facility and Support Services | Frankfort, KY

Carver Community Center | Commissioning
LFUCG | Lexington, KY

Commonwealth Emergency Operations Center | Commissioning
Department of Military Affairs | Frankfort, KY

Dr. Mark & Cindy Lynn Soccer Stadium | Commissioning
University of Louisville | Louisville, KY

PROFICIENCIES

Building Automation Systems
Complex Operating Environments
Clean Rooms and Close Tolerance Environments
System Integration Central Utility Plants



**Kelsey Leslie | PE, CxA
Engineer**

Kelsey performs on-site technical assessments, reviewing and collecting commissioning documentation, and performing testing of building systems for the Project. Her full technical capabilities will also be applied to creating customized Pre-Functional Tests and their verification in the field.

Ms. Leslie joined Paladin's team to support on-site testing on our projects. She brings a significant background working with complex HVAC systems and varied BAS control platforms. Her experience has led her to work in a spectrum of building types, including educational and health facilities in Ohio.

EDUCATION

Bachelor of Science, Lipscomb University, Mechanical Engineering

LICENSURE & CERTIFICATION

*Professional Engineer:
Commonwealth of Kentucky (# 30843)*

*Associate Commissioning Professional,
Building Commissioning Association*

AFFILIATIONS

*American Society of Heating,
Refrigerating and Air Conditioning
Engineers (ASHRAE)*

PROFICIENCIES

*HVAC Systems
Commissioning Process
Documentation
Project Closeout Documentation
Building Automation Systems
Utility Data Analysis*

RELATED EXPERIENCE

*University of Kentucky Housing Development Phases I and II
Fundamental & Enhanced Commissioning | EdR Trust | Lexington, KY*

*Knapp Hall Renovation | Commissioning
Berea College | Berea, KY*

*Commonwealth Energy Management & Control System (CEMCS)
Implementation & Control System Upgrades | Kentucky Community &
Technical College System | Kentucky*

*Student Recreational Center | Fundamental & Enhanced Commissioning
University of Louisville | Louisville, KY*

*LexTran Headquarters Building | Fundamental & Enhanced
Commissioning
LexTran | Lexington, KY*

*Senior Citizens Center | Fundamental Commissioning
Lexington-Fayette Urban County Government | Lexington, KY*

*Council of State Governments Building | Fundamental & Enhanced
Commissioning | Commonwealth of Kentucky | Lexington, KY*

*Megown and Administration Building Renovations | Construction
Phase Commissioning | Bluegrass Community and Technical College |
Lexington, KY*



Mark's extensive background in the requirements of mechanical, plumbing, electrical and control systems operation enables him to perform high-level design reviews and prepare functional tests to verify sequence of operation consistency.

As a licensed Engineer and Certified Commissioning Professional, Mr. Zoller has completed both engineering design and commissioning of systems and equipment for a variety of applications.

EDUCATION

*Bachelor of Science,
University of Kentucky,
Chemical Engineering*

Mark L. Zoller | PE, CxA, CEM, LEED AP
Engineer

CERTIFICATION

Professional Mechanical Engineer:
Commonwealth of Kentucky (# 29435)
Certified Energy Manager, Association of Energy Engineers
LEED Accredited Professional, United States Green Building Council

PROJECT ROLE & RELATED EXPERIENCE

For this project, Mr. Zoller will lead the overall work-plan, manage our technical staff, and oversee the execution of on-site testing. Of particular importance is Mr. Zoller's experience managing projects of similar scale for our clients.

CEMCS Implementation & Control System Upgrades | Kentucky Community & Technical College System | *Kentucky*

CHR Complex | CEMCS Remediation
Commonwealth of Kentucky | *Frankfort, KY*

Senior Citizens Center | Fundamental Commissioning
Lexington Fayette Urban County Government | *Lexington, KY*

Center for Advanced Manufacturing | MEP Design
Bluegrass Community and Technical College | *Georgetown, KY*

Woodland Glen III, IV, & V Residence Halls | Fundamental & Enhanced Commissioning | EdR Trust | *Lexington, KY*

PROFICIENCIES

Building Automation Systems
Complex Operating Environments
Clean Rooms and Close Tolerance Environments
System Integration Central Utility Plants



Section V
Appendix

Section V
Appendix

EXHIBIT C

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2016

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 Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company		NAIC # 20443
INSURED Brandstetter Carroll Inc. 2360 Chauvin Dr Lexington KY 40517-3917	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 SUBR INSR 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 - 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N Y	AEH288364175	11/27/2015	11/27/2016	\$1,000,000 per claim/\$2,000,000 aggregate \$50,000 deductible

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

CERTIFICATE HOLDER Lexington-Fayette Urban County Government 200 East 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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EXHIBIT D

DETAILED PAYMENT SCHEDULE

Architectural and Engineering Services for Douglass Park Pool Improvements
RFP#18-2016

Detailed Payment Schedule

Phase		Total Fee Per Phase	Detail
Design Development		\$7,920	
Schematic Design & Cost Estimates (Ph I & Ph II)		\$5,940	
Construction Documents (Ph I only)		\$15,840	
	50% Construction Documents		\$7,000
	90% Construction Documents		\$8,840
Bidding Assistance & Construction Administration		\$9,900	
	Bidding Assistance		
	50% Construction Administration		
	100% Construction Administration		
	Project close out documents (as-built drawings, product sheets, warranties, etc.)		
	TOTAL FEE (Not to Exceed)	\$39,600	

BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FDIC ENDORSEMENT BACKER

AMOUNT	CLIENT CODE	EXPIRES
\$63,572.00	UB1478	60 Days



USABUSINESSCAPITAL

PAY **Sixty-Three Thousand Five Hundred Seventy-Two Dollars 00/100 *******

TO THE ORDER OF **LEX CALL PAT TATUM**

Paul Kennedy

WE PROVIDE CAPITAL TO BUSINESS OWNERS

Hello,

This notice certifies that our funding department has already approved your company for up to \$250,000 in business working capital. There are no restrictions on the use of funds and your approval is **guaranteed**. These funds are being reserved for your company until November 28th, 2016. You can use this money for any business purpose and take advantage of opportunities to:

- ☐ Purchase inventory, equipment or supplies
- ☐ Capitalize on new business opportunities
- ☐ Hire more employees
- ☐ Advertise your business
- ☐ Get Extra Cash – Receive more than enough money to **achieve your company's goals!**

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

USA Business Capital makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after November 28th, 2016.

Call today to activate your account at **Call 1-800-402-8766.**

Sincerely,

Paul Kennedy

Paul Kennedy
USA Business Capital

Call 1-800-402-8766
www.UsaBusinessCapital.com

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