

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 15 2018 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and BRANDSTETTER CARROLL, INC. (CONSULTANT). OWNER intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include architectural and engineering services for the renovation of Fire Station #9 as contemplated in the OWNER's Request for Proposal No. 20-2018. The 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 professional architectural/engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT was selected by OWNER based upon its response to the Request for Proposal No. 20-2018.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional architectural and engineering 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

CONSULTANT shall perform professional services as hereinafter stated which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2018 (Exhibit "A") and Consultant's Response dated June 26, 2018 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2018 (Exhibit "A").

After written authorization to proceed with Phase A Schematic Design Phase, CONSULTANT shall:

1. Notify the OWNER in writing of its authorized representative who shall act as Project architect and liaison representative between the CONSULTANT and the OWNER.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare Phase A schematic design documents consisting of design criteria, energy modeling, preliminary drawings, outline specifications,

and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2018 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES 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 Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design 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 Additional Services 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. See Exhibit "B" (attached) for the project schedule.
- 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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

<u>Schematic Design Total</u>	\$18,000
Programming:	\$5,000
Site Survey and Report:	\$6,000
Schematic Design:	\$7,000
<u>Design Development Total</u>	TBD
Percentage of Construction Cost:	1.6%
Independent Cost Consultant:	\$1,500
<u>Construction Documents Total</u>	TBD
Percentage of Construction Cost:	3.3%
Independent Cost Consultant:	\$3,500
<u>Construction Administration Total</u>	\$20,000
Bidding Assistance:	\$3,000
Construction Administration:	\$13,000
Punch List, Inspections & Close Out:	\$4,000
 <u>Total Proposal not including Design Development and Construction Documents</u>	 <u>\$43,000</u>

The LFUCG reserves the right to terminate this agreement when construction costs are identified and pay CONSULTANT for work performed or services rendered. If the LFUCG continues with this project after construction costs are identified, this agreement will be modified to include the known cost for design development and construction costs.

Unit Pricing

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
Principal	\$180/HR
Senior Reg. Architect	\$130/HR
Senior Reg. Engineer	\$130/HR
Reg.A/E	\$110/HR
Landscape Architect	\$110/HR
Intern Architect or EIT	\$75/HR
AutoCAD/GIS Oper.	\$65/HR
Clerical	\$50/HR

- c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

5.2. Times of Payment.

5.2.1. CONSULTANT shall submit a schedule of values subject to approval by the OWNER prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the OWNER. OWNER shall pay CONSULTANT'S monthly statements within thirty (30) days of receipt.

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 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, and the amount to be paid shall be determined by the OWNER.

5.3.3. In the event the CONSULTANT shall terminate the Agreement because of gross delays caused by the OWNER, the CONSULTANT shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The OWNER reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the CONSULTANT.

6.2. Ownership and Reuse of Documents.

All documents, including 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 which 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.

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 or 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, to be provided under this Agreement. 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 concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 architects and engineers 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 Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

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**.

6.8. Access to Records.

The **CONSULTANTS** 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 contract period and for three (3) years from the date of final payment under the contract 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** service agreements.

6.9. Resident Services During Construction.

The **OWNER** reserves the right to furnish a Resident Project Inspector.

6.10. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 20-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service 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 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

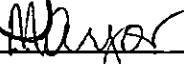
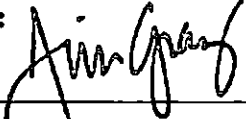
- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S Agent**"), as the authorized agent 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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or their 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.

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

OWNER:



NOV 15 2018

CONSULTANT:



PRESIDENT

11/17/18



EXHIBIT A

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #20-2018 Architecture/Engineering Services for Renovation of Fire Station #9** 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 **June 26, 2018**.

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 #20-2018 Architecture/Engineering Services for Renovation of Fire Station #9 If mailed, the envelope must be addressed to:

Todd Slatin – 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 five (5) 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 LFUCG 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:

1. Professional qualifications and specialized experience of the team (including a joint venture or association) with the type of service required. 20 pts
2. Capacity of the team to perform the work, including any specialized services, within the time limitations. Illustrated by the current volume of work in progress. 15 pts
3. Demonstrated understanding of the requirements of the project. 15 pts
4. Past record and performance on contracts with the City of Lexington, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 10 pts
5. Experience of the team in support of sustainable design and building cycle cost analysis. 10 pts
6. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 pts
7. Fees 20 pts

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 IonWave at: <https://lexingtonky.ionwave.net>

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."

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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 _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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: _____

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-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**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 (VOSB) 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) **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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled 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 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

***Certified Women Business Enterprise (WBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

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	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
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)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
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@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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 MWBDE 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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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	\$100,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are 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 obtained unless it is deemed not to apply by LFUCG.
- 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 LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.

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.

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REQUEST FOR PROPOSALS

RENOVATION OF FIRE STATION #9

The Lexington Fire Department is requesting proposals for architectural/engineering services to assess the current Fire Station 9 and property at 2234 Richmond road and provide recommendations, design and cost estimates for future renovation and system improvements at that fire station. The station has needs for at least one added bay, with the desire for two added bays, contingent upon property space. The addition of approximately 500-800 square feet of living space and 4-6 parking spaces is also desired. Along with this, upgrading the existing building HVAC and remodeling of existing restrooms and showers to comply with the Americans with Disabilities Act should be considered. The Fire Station will be in full operation during all phases of work.

A. Design Services Scope of Work

The Architect/Engineer shall be responsible for surveying and field verifying the property to determine and provide detailed floor plans to be used for the interior and exterior renovation plans. The location for moved or new mechanical systems shall be noted on plans but not detailed, elevations shall be included if deemed they are necessary to communicate important spaces or building structure that might affect possible renovations. Consultants shall evaluate existing HVAC, electric, plumbing and all aspects of building envelope to determine the best approach for adding the needed additions. Current conditions shall be compiled into a report and submitted for the owners review with recommendations for attaching the addition to the existing building.

B. Schematic Design

a. Programming

- i. The Consultant shall develop a program which shall address the requirements of Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical, disciplines as well as accommodate the Project Vision mentioned above.
- ii. The Consultant shall provide the Owner with written and graphic/visual documents displaying a concise yet comprehensive understanding of function, flexibility, and requirements of each of the disciplines as well as an understanding of how LFUCG desires to conduct business. Estimated Project costs and Project timeline shall be conducted by a Consultant provided third-party estimator to ensure alignment with the existing Project budget and timeline.
- iii. Ongoing and continual input from the Owner shall be actively sought throughout the design process.

b. Schematic Design Phase

- i. The Consultant shall prepare Schematic Design documents for the Owner's approval. The Schematic Design documents shall consist of drawings and other documents

- including preliminary building plans, sections, and elevations that show how and what systems are anticipated from all disciplines to include but not limited to Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- ii. Value engineering shall be performed at the end of Schematic Design Development.
- c. Schematic Design Deliverables:** (One hard copy and one electronic copy to be provided as indicated below)
- i. Consultant shall provide Schematic Design drawings in 11"x17" bound format and will include at a minimum:
 - ii. Site Utility Schematic (as needed)
 - iii. Architectural Floor Plans
 - iv. Architectural Elevations
 - v. Structural Schematics
 - vi. Fire Suppression, Plumbing, HVAC, and Electrical Plans Schematic
 - vii. Consultant shall provide Schematic Design documents in standard text document size 8 1/2"x11" bound format and will include at a minimum:
 - viii. Schematic Design outline specifications; bound format
 - ix. Schematic Design Project Schedule
 - x. Schematic Design Cost Estimate prepared by third-party estimator to ensure alignment with any existing project budget and timeline.
 - xi. Identify and list all regulatory review and permitting requirements
- d.** The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with Design Development work will be by letter from the Owner after approval of Schematic Design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

C. Design Development

- a. Design Development Phase**
- i. The Consultant shall prepare Design Development documents for the Owner's Approval. The Design Development documents shall illustrate and describe the development of the approved Schematic Design documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical systems, and such other elements as may be appropriate. The Design Development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
 - ii. The Consultant shall provide the Owner with a completed Project Design and supporting documents which effectively address the Owner requirements outlined in the Project Vision and Schematic Design.

- iii. Ongoing and continual input from the Owner shall be actively sought throughout the design process.

- b. **Design Development Deliverables:** (One hard copy and one electronic copy to be provided as indicated below)
 - i. Consultant shall provide Design Development drawings in 24"x36" or 30"x42" bound format and will include at a minimum:
 - ii. Site Utility Plan (as needed)
 - iii. Architectural Floor Plans
 - iv. Architectural Elevations
 - v. Sections
 - vi. Typical Construction Details
 - vii. Structural Plans
 - viii. Fire Suppression, Plumbing, HVAC, Electrical Plans
 - ix. Consultant shall provide Design Development documents in standard text document size 8 1/2"x11" bound format, and will include at a minimum:
 - x. Revised outline specifications including materials / equipment / fixtures data sheets and other studies, calculations and evaluations as appropriate
 - xi. Revised Project Schedule
 - xii. Design Development refined and fine-tuned Cost Estimate performed by a third-party estimator to ensure alignment with any existing project budget and timeline.
 - xiii. Value engineering shall be performed at the end of Design Development.

- c. The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with Construction Documents work will be by letter from the Owner after approval of Design Development documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

D. Construction Documents

- a. **Construction Documents Phase**
 - i. The Consultant shall prepare construction documents for the Owner's approval. The construction documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents must be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders.
 - ii. Upon receiving approval, the Consultant will take the construction documents through the Plan Review process in Building Inspection to obtain any required building permits. The Consultant will complete any revisions or additions of information that are deemed necessary as a result of this review.

- b. **Value Engineering**

- i. Value engineering shall be performed throughout the process and at completion of the Construction Documents.
- c. Ready-to-Advertise**
 - i. Consultant to prepare “ready to advertise” corrected construction documents, including drawings and specifications incorporating comments from the Construction Documents Final Review.
- d. Construction Documents Deliverables:** (One hard copy and one electronic copy to be provided as indicated below)
 - i. Consultant shall provide Construction Drawings in 24”x36” or 30”x42” bound format and will include at a minimum:
 - ii. 100% drawings shall include a cover sheet, and all necessary civil, structural, architectural, mechanical, plumbing, fire protection, electrical, and other drawings as necessary to completely describe and detail the project. Review Submittal drawings may be submitted as half-size 11”x17” prints upon approval of the Project Manager.
 - iii. Consultant shall provide Design Development documents in standard text document size 8 ½”x11” bound format, and will include at a minimum:
 - iv. 100% Construction Document Specifications submitted; double-sided hardcopy.
 - v. Construction Documents Project Schedule
 - vi. Construction Documents refined and finalized project Cost Estimate prepared by a third-party estimator to ensure alignment with any existing project budget and timeline.
 - vii. Additional Deliverables
 - viii. One additional set of ready-to-advertise drawings are to be submitted unbound on 24”x36” or 30”x42” paper.
 - ix. One additional set of ready-to-advertise unbound specification masters on 8 ½”x11” one-sided paper.
- e.** The Consultant shall not proceed with the next Phase of Work until cost estimates and timelines are aligned with the Owner’s budget and approved by the Owner. Authorization to commence with Construction Administration work will be by letter from the Owner after approval of Construction Documents. Any work performed by the Consultant without this written authorization will be at the Consultant’s risk.

E. Bidding/Construction Administration/Punch List/Close Out

- a. Bidding**
 - i. The Consultant shall assist the Owner in bid documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. The Project Manager shall be responsible for printing the number of sets determined by the appropriate City of Lexington representative and the Design Team. Following the Owner’s approval of the Construction Documents, the Consultant shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) facilitating pre-bid and pre-

construction meetings; (4) respond to questions and supply additional information as required via the addenda process; (5) process substitution requests; (6) determining the successful bid or proposal; if any; and (7) awarding and preparing contracts for construction.

b. Construction Administration

- i. The Consultant shall act in the capacity of an agent of the Owner by leading and producing minutes for construction progress meetings and pre-installation conferences, producing field observation reports, reviewing submittals, responding to Requests for Information, producing Supplemental Instructions and/or Proposal for Change Request documents, reviewing pay applications in comparison to work in place, and overseeing construction for quality and to ensure conformity to construction drawings, specifications, and standards.

c. Punch Lists, Inspections, and Close Out

- i. To ensure that all construction work is complete, the Consultant shall perform the following steps:
- ii. Ensure that all items are completed in accordance with plans, specifications, and applicable Codes.
- iii. Conduct a punch list walk through with the LFUCG representative to create a formal punch list. The end user may be asked to participate in this process.
- iv. Coordinates closure of RFI's and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts; and provide per the Specifications and other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

d. Construction Administration Deliverables

- i. The Consultant shall provide the Owner with a completed Project that complies with building design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in all Design Phases above. The Project timeline and budget shall be of the utmost priority throughout Construction Administration of the Project and shall be strictly adhered to unless otherwise approved by the appropriate LFUCG representative.
- ii. The Consultant will coordinate training for Owner of all the major building systems and equipment that are part of the project.
- iii. The Consultant will coordinate the distribution of O&M Manuals for all major building systems and equipment.
- iv. The Consultant shall prepare accurate record drawings and specifications that reflect project improvements "as-built" in the field.
- v. The Consultant shall provide an electronic version (AutoCAD, pdf, etc.) of all project documents including but not limited to the construction plans and specifications related to the Project at the conclusion of the Project.

Architecture/Design Services for Renovation of Fire Station #9

Request for Proposal No. 20-2018

Form of Proposal

Consultant:

Address:

1. General

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications which will include the information below. Failure to comply with this requirement may lead in' disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the City of Lexington. An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Provide the current number of employees and employee types.
- d. Statement of general firm qualifications and capacity which should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- e. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project

manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

- f. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - g. A narrative of design approach and preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - h. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide current and projected staff workload data).
 - i. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals will be limited to 20 pages not including the required City of Lexington documents. Proposals in excess of 20 pages single-sided pages in length may not be considered.
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The City of Lexington assumes no responsibility for such costs. The City of Lexington reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the 20 page submittal limit. Included in work plan shall be:
- a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline and team member will provide that deliverable.
 - b. A specific budget and schedule to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. A team plan on sustainable design.
 - e. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines during Construction Document development.
 - f. An explanation of the team Quality Control Program from design through Construction Administration.
6. **Lump Sum Pricing**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries,

F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job).

- b. Provide a Firm Lump Sum Cost for providing the City of Lexington with services as noted in these specifications:

Schematic Design Cost \$ _____

Design Development Cost \$ _____

(percentage of construction costs) _____ %

Construction Documents Cost \$ _____

(percentage of construction costs) _____ %

Construction Administration Cost (Total Services Below) \$ _____

Bidding Assistance: \$ _____

Construction Administration: \$ _____

Punch List, Inspections, & Close Out: \$ _____

Total Proposal \$ _____

7. Unit Pricing

- a. The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

- c. Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

- d. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be _____ %
- e. Reimbursables will be based on actual costs.

8. Selection Criteria

- a. 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.

	Total Points
Professional qualifications and specialized experience of the team (including a joint venture or association) with the type of service required.	20
Capacity of the team to perform the work, including any specialized services, within the time limitations. Illustrated by the current volume of work in progress.	15
Demonstrated understanding of the requirements of the project.	15
Past record and performance on contracts with the City of Lexington, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	10
Experience of the team in support of sustainable design and building cycle cost analysis.	10
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	10
Fees	20
Final Technical Score	100



BRANDSTETTER
CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

EXHIBIT B

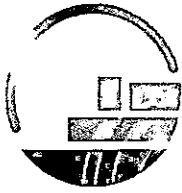
Qualifications to provide
Architecture/Engineer Services for

RFP# 20-2018

Renovation of Fire Station #9

Lexington, Kentucky

June 26, 2018



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

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

June 26, 2018

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

RE: RFQ#20-2018 Design Services for New Lexington Fire Station #9

Dear Mr. Slatin:

Brandstetter Carroll Inc. (BCI) is pleased to submit our proposal to serve Lexington and Fayette County and to continue our relationship with the City of Lexington and Lexington Fire Department. BCI is among the most qualified public safety planning and design firms in this region. Over the past 37 years, BCI has developed a reputation for its public safety facility planning and design ability, having worked in the states of Indiana, Tennessee, Ohio, West Virginia, and the Commonwealth of Kentucky.

Please consider the following as you review our proposal:

1. **Our team is local.** The team we have assembled for this assignment is based in Lexington. Our team has a thorough understanding of public safety and fire station trends and markets throughout the nation and especially within the Bluegrass Region.
2. **We know this project inside and out.** The BCI staff are intimately familiar with the Lexington Fire and Emergency Services. Our team recently completed the design for Lexington Fire Station #24, located on Magnolia Springs Drive, which is currently under construction. The firm also recently designed the new Replacement Fire Station #2 on Eastland Parkway which has been in operation for over a year.

BCI visited the existing facility to understand the current conditions. The kitchen area has recently been renovated to upgrade the facility to a better standard. The apparatus space is very limited, and clearance for vehicle access is inches in both height and width. Expansion of 1 to 2 bays is necessary, but will be challenging due to the location of the adjacent electrical vehicle transmission lines that run along the property line. Living spaces should be expanded and included within the expansion. A new roof and a new HVAC system are necessary improvements as well.

We also understand the complexities of renovating an existing station while maintaining its crucial operations for the City of Lexington and its citizens. We have the level of expertise required to understand that construction operations must be sensitive to these operations during the renovation and expansion.

3. **BCI has the required specialized expertise to deliver a successful project.** Overall, the firm has designed over **120 Public Safety Facilities of which 59 are Fire Stations.** Both Michael E. Carrol, AIA, and Eric M. Chambers, AIA, of the firm have worked with multiple municipalities on the planning and design of fire stations and public safety facilities including most recently the Berea Municipal Complex, which was a renovation and expansion of the City Hall, Police, and Fire Departments.

The following Statement of Qualifications provides a more in depth look of the qualifications of our firm, sub-consultants, and relevant experience. There are no conflicts of interest for us to enter into a contract with the City.

We are excited about this opportunity to continue to serve the City of Lexington and the Lexington Fire Department. We appreciate your consideration on this project.

Sincerely,
Brandstetter Carroll, Inc.



Michael E. Carroll, AIA, Vice-President

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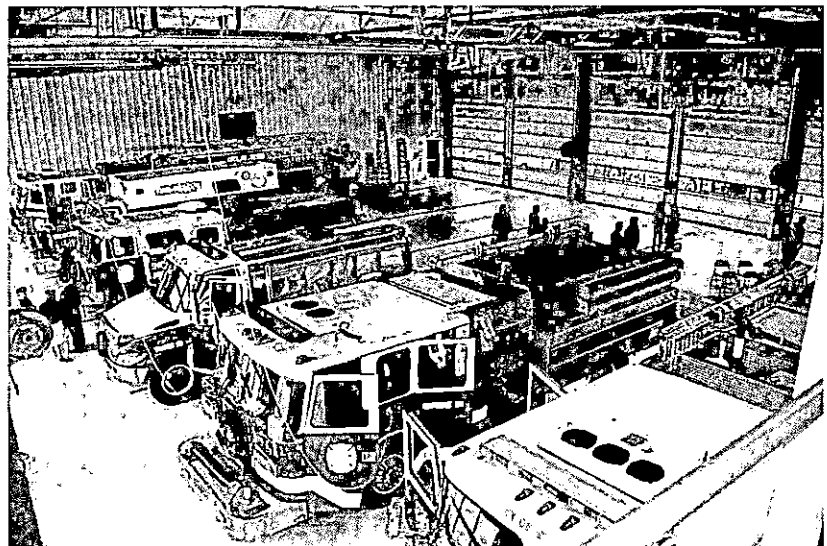
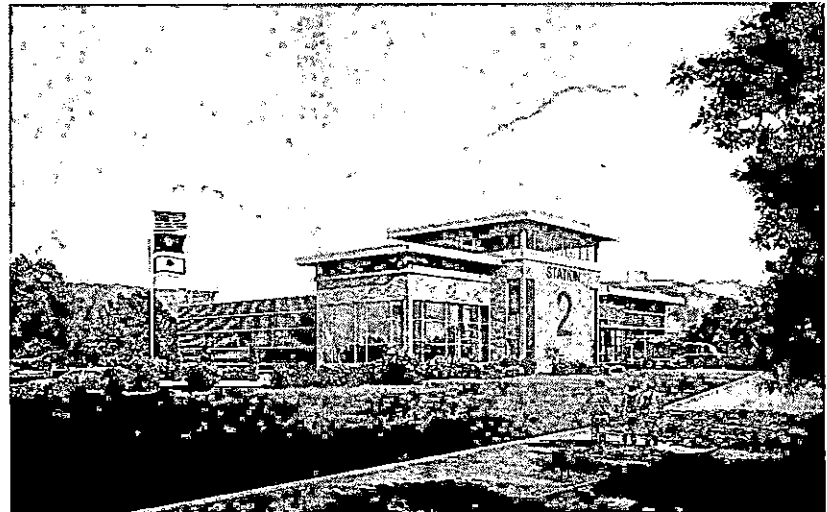
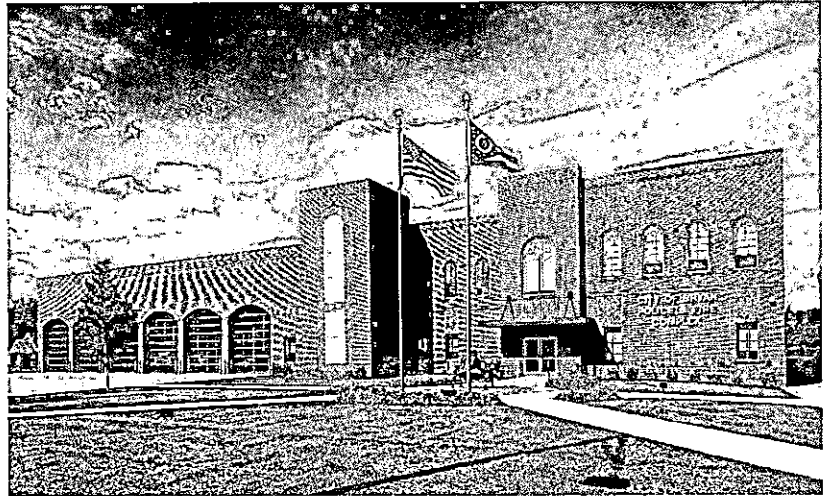
SECTION I.
FIRM/TEAM QUALIFICATIONS

SECTION II.
RELEVANT EXPERIENCE

SECTION III.
PROJECT APPROACH/
WORK PLAN

SECTION IV.
LUMP SUM PRICING

APPENDIX
REQUIRED FORMS





I. Firm/Team Information

FIRM/TEAM QUALIFICATIONS

FIRM INFORMATION AND GENERAL QUALIFICATIONS

2360 Chauvin Drive
Lexington, KY 40517
859.268.1933 (Phone)
859.268.3341 (Fax)

308 East 8th Street
Cincinnati, OH 45202
513.651.4224 (Phone)
513.651.0147 (Fax)

220 West 6th Street,
Cleveland, OH 44113
216.241.4480 (Phone)
216.736.7155 (Fax)

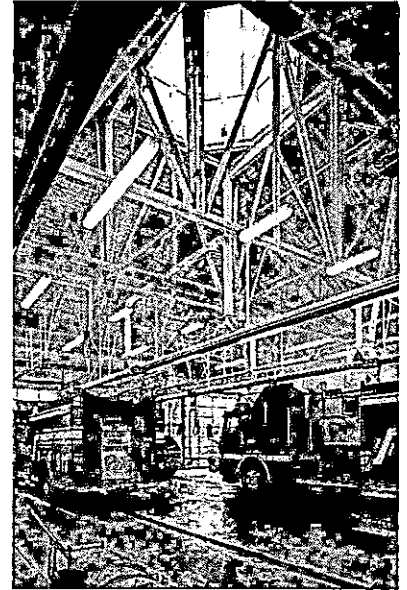
7300 Preston Road,
Dallas, TX 75252
469.941.4926 (Phone)
469.941.4112 (Fax)

The work for the renovation of Lexington Fire Station #9 will be completed in BCI's Lexington home office. Project Contact for this assignment will be Mr. Michael E. Carroll, Vice President of BCI and Principal-in-Charge for this assignment. Mr. Carroll can be reached via email at mcarroll@bciaep.com.

Brandstetter Carroll Inc. (BCI) has been providing professional services for nearly 37 years and has grown to include a knowledgeable, skilled staff that includes Architects, Civil Engineers, Transportation Engineers, Landscape Architects, Interior Designers, LEED Accredited Professionals, Professional Surveyors, Construction Administrators, and Resident Inspectors.

BCI has a diverse portfolio of fire station, police station and 911/EOC buildings making the firm one of the most recognized regional architecture and engineering firms in the public safety field. Because of the firm's strong reputation, BCI has had the opportunity to work on many esteemed public safety projects in the region including the Replacement Fire Station #2 located off Eastland Parkway. The firm has designed the following public safety projects throughout Kentucky, Ohio and West Virginia:

- 59 Fire Stations
- 12 Police Stations
- 10 Jail Facilities
- 32 Courthouses
- 9 911/EOC Buildings
- 122 Public Safety Projects!



CURRENT NUMBER OF EMPLOYEES AND TYPES

Administrative	10	Transportation Engineer	2
Architect	8	Interior Designer	1
CADD Technician	8	Landscape Architect	2
Civil Engineer	4	Technician Analyst	4
Construction Inspector	2	LEED AP/LEED GA	10

Total: 51

FIRM PRINCIPALS

Benjamin E. Brandstetter, PE
Lawrence W. Brandstetter, AIA
Bruce G. Brandstetter, PE
Michael E. Carroll, AIA
Monica G. Sumner, RA, CID
Patrick D. Hoagland, ASLA
Nancy K. Nozik, AIA
Charlie S. Schneider, AIA
Elizabeth S. Holser, AIA

President
Chairman
Senior Vice President
Senior Vice President
Vice President
Principal
Principal
Principal
Principal



FIRM/TEAM QUALIFICATIONS

SUB-CONSULTANT UTILIZATION

Shrout Tate Wilson (STW)
MEP Engineers

628 Winchester Road
Lexington, KY 40505

Shrout Tate Wilson Engineers has been providing outstanding consulting engineering service for almost 33 years, since the firm's beginning in 1981. STW's technical expertise is with mechanical, electrical, plumbing and fire protection systems. The Lexington based firm has been successful with steady growth to a staff of 23 members and the opening of a Louisville office in 2013. STW is committed to providing engineering solutions that exceed client expectations! The firm currently has the following qualification and accreditations.

- Professional Engineers (PE) – 6
- LEED Accredited Professionals (LEED AP) - 6
- Certified Commissioning Authorities (CxA) - 4
- Certified Energy Managers (CEM) – 3
- Registered Communications Distribution Designer (RCDD) – 1

The firm has the following relevant experience:

- LFUCG Replacement Fire Station #2
- LFUCG Central Fire Station
- LFUCG Transit Center
- West Liberty 911 Call Center
- Scott County Fire Station #4 Addition/Renovation
- Scott County Emergency Management System
- Scott County Fire Department
- LFUCG Fire Station #24

Abbie Jones Consulting (AJC)
Surveyor and Civil Engineer

1022 Fontaine Rd.
Lexington, KY 40502

Abbie Jones Consulting (AJC) began in 2011 with a vision to provide Professional Land Surveying and Engineering focused on building sustainable communities for future generations. Founded as a woman-owned firm, AJC works on small and large projects, for individual homeowners as well as partner with other firms for large government contracts. AJC has a team of licensed engineers, surveyors, and multiple technicians to do the job right the first time.

Robert Pass + Associates
Cost Estimating Consultant

309 E Market Suite 302
Louisville, KY 40202

Robert Pass + Associates is a firm of construction cost consultants with considerable experience in cost planning and control. As a member of the design team, the firm can assist in developing a feasible program budget and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather than producing cost estimates retrospectively after much design effort has been expended, some of which may subsequently prove to be abortive.

Poage Engineers
Structural Engineer

880 Sparta Court, Suite 200
Lexington, KY 40504

Poage Engineers & Associates 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). 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. We are also quite experienced in renovations, rehabilitations, structural assessments and troubleshooting construction problems. They have built a reputation throughout Kentucky as being "problem solvers" in

FIRM/TEAM QUALIFICATIONS

the Structural Engineering field with a unique ability to provide safe, economical, and buildable structural designs.

- Lexington Fire Station #20 & #21
- Richmond Fire Station #2 & #5
- Moscow Ohio Fire Station
- Newport Fire Station
- Woodland Avenue Fire Station
- Lexington Fire Station #20 & #21
- Owensboro-Davies Co. ARFF
- Georgetown Fire Station #1

CURRENT WORKLOAD AND ABILITY TO MEET DEADLINES

BCI's Architecture division is currently at 70% capacity. The Project Team is able to start this project immediately if awarded. The team also has the capacity to meet deadlines as required.

Current Design Projects

Hardin County Water District #2
Elizabethtown, Kentucky

Kenton County Administration Building
Covington, Kentucky (in construction)

Boone County Golf Course Clubhouse
Burlington, Kentucky (in bidding)

Nicholas County Judicial Center
Carlisle, Kentucky

Fairborn Public Works
Fairborn, Ohio

Estill County EOC
Irvine, Kentucky

REFERENCES

Michael Todd Reece, Assistant Chief
Department of Fire and Emergency Services
219 East Third Street
Lexington, KY 40508
859.231.5600
hoskins@lexingtonky.gov

Eddie Girdler, Mayor
400 E. Mt. Vernon Street
Somerset, KY 42502-0989
606.679.6366
egirdler@cityofsomerset.com

Joyce Thomas, Project Manager
LFUCG Department of General Services
200 East Main Street
Lexington, KY 40507
859.258.3054
jthomas@lexingtonky.gov

Karen Hawkins, Public Works Director
44 W. Hebble Avenue
Fairborn, OH 45324
937.754.3031
Karen.hawkins@fairbornoh.gov

Chief Wayne Briscoe
City of Frankfort
Public Safety Building
300 W. Second Street
Frankfort, KY 40601
502.875.8550
wbriscoe@frankfort.ky.gov

Randy Stone
City of Berea
212 Chestnut Street
Berea, KY 40403
859.986.8528

CONFLICTS OF INTEREST STATEMENT

BCI and its consultants have no conflicts of interest in providing professional services for this project and can enter a contract upon award

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"

PUBLIC SAFETY EXPERIENCE

- **LFUCG Replacement Fire Station #2**
Lexington, Kentucky
- **LFUCG Fire Station #24**
Lexington, Kentucky
- **Berea Police and Fire Facility**
Berea, Kentucky
- **Fort Mitchell Municipal Facility Renovation**
Effort Mitchell, Kentucky
- **Fire Station**
Elizabethtown, Kentucky
- **Existing Fire Station Renovation**
Bowling Green, Kentucky
- **North Olmsted Fire Station No. 2**
North Olmsted, Ohio
- **Loveland Fire Station Renovation**
Loveland, Ohio
- **Lebanon Fire Station No. 2 Renovation**
Lebanon, Ohio
- **Bryan Police and Fire Complex**
Bryan, Ohio

ERIC M. CHAMBERS, AIA, LEED GA

Project Manager



EDUCATION

University of Kentucky
Bachelor of Architecture
Business Minor

PUBLIC SAFETY EXPERIENCE

- **LFUCG Replacement Fire Station #2**
Lexington, Kentucky
- **LFUCG Fire Station #24**
Lexington, Kentucky
- **Berea Police and Fire Facility**
Berea, Kentucky
- **Georgetown Police Department**
Georgetown, Kentucky
- **Clark County Emergency Operations Center**
Winchester, Kentucky
- **Broadview Heights EOC**
Broadview Heights, Ohio
- **Somerset City Hall**
Somerset, Kentucky
- **Cincinnati Police Headquarters Renovation**
Cincinnati, Ohio
- **Bryan Public Safety Complex**
Bryan, Ohio

CHARLES L. SCHNEIDER, P.E.

Project Engineer



EDUCATION

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

SITE DESIGN

- **LFUCG Replacement Fire Station #2**
Lexington, Kentucky
- **LFUCG Fire Station #24**
Lexington, Kentucky
- **Ashland Police Headquarters Site Development**
Ashland, Kentucky
- **Irvine Police Headquarters Site Development**
Irvine, Kentucky
- **Danville City-Wide Municipal Facilities Study Site Development**
Danville, Kentucky
- **W. Rogers Company Office and Vehicle Fleet Garages Site Development**
Lexington, Kentucky
- **Stow Fire Station No. 2 Site Development**
Stow, Ohio
- **Stow Fire Station No. 3 Site Development**
Stow, Ohio
- **North Olmsted Fire Station No. 2 & Emergency Operation Center Site Development**
North Olmsted, Ohio

MARK E. HORMAN, ASLA

Senior Landscape Architect



EDUCATION

University of Kentucky
B.S. Landscape Architecture

SITE DESIGN

- **LFUCG Replacement Fire Station #2**
Lexington, Kentucky
- **LFUCG Fire Station #24**
Lexington, Kentucky
- **Stow Municipal Court**
Stow, Ohio
- **Elyria Municipal Court**
Stow, Ohio
- **Green County Judicial Center**
Greensburg, Kentucky
- **Kenton County Jail**
Covington, Kentucky
- **Washington County Judicial Center**
Springfield, Kentucky
- **Hart County Judicial Center**
Munfordville, Kentucky
- **Fire Station**
Elizabethtown, Kentucky

IAN C. BEATTIE, CSI, CCCA, AFO

Construction Administrator



EDUCATION

Lexington Community College,
Associate Degree in Architecture
University of Kentucky – College of
Architecture

SAMPLE PROJECTS

- **LFUCG Replacement Fire Station #2**
Lexington, Kentucky
- **LFUCG Fire Station #24**
Lexington, Kentucky
- **Fire Station No. 3.**
Elizabethtown, Kentucky
- **Clearcreek Township Fire Station No. 22 & No. 23**
Warren County, Ohio
- **Bowling Green Fire Headquarters Renovation**
Bowling Green, Kentucky
- **Bowling Green Central fire Renovation**
Bowling Green, Kentucky
- **Air Rescue Fire Fighting Renovation/Addition**
Bowling Green, Kentucky
- **Clay County EMS Station**
Manchester, Kentucky
- **Blue Grass Airport Air Rescue Fighter Fighting and Police Facility, Renovation**
Lexington, Kentucky
- **Clearcreek Township Fire Stations No. 22 and 23**
Springboro, Ohio
- **Fire Station No.3**
Elizabethtown, Kentucky

ABBIE JONES, P.E., PLS

Surveyor and Civil Engineer



EDUCATION

BS, Civil Engineering, 2000
Tennessee Technological University
Additional Survey Coursework
Southern Polytechnic State University

HIGHLIGHTED SITE DEVELOPMENT EXPERIENCE

- **Lexington-Fayette Urban County Government Annex Parking Garage Property Subdivision Plat. (2012-2013)**
- **Cardinal Lane Stormwater Improvements Topographic Survey (2013)**
- **Rogers Road Stormwater Improvements Topographic Survey (2013).**
- **LFUCG Household Hazardous Waste Facility Topographic Survey (2012)**
- **FEMA Project for the University of Kentucky at Nicholasville Rd. (2012)**
- **Cooper Drive Topographic Survey and Boundary Research (2013)**
- **CentrePointe Combination Plat- (2013)**
- **Rupp Arena Topographic Survey (2013)**





E. TYLER WILSON, P.E., RCDD, LEED AP, CEM
Principal-in-Charge, Electrical Engineer

EDUCATION

- **Juris Doctor**, May 1994
University of Kentucky
- **Bachelor of Science in Electrical Engineering**, May 1991
University of Kentucky College of Engineering

RELEVANT PROJECT EXPERIENCE

- Lexington Fire Station #2 New Station
- Lexington Fire Station #24 Feasibility Study
- Lexington Fire Station #24 New Station
- Madison County Emergency Medical Services
- Berea Municipal, Police, & Fire Facility Renovation & Addition
- LFUCG Materials Recovery Facility Renovation



DAVID EPPERSON, P.E.
Electrical Engineer

EDUCATION

- **Bachelor of Science in Electrical Engineering**, May 1986
University of Kentucky College of Engineering

RELEVANT PROJECT EXPERIENCE

- Lexington Fire Station #2 New Station
- Lexington Fire Station #24 Feasibility Study
- Lexington Fire Station #24 New Station
- Lexington Fire Station #1 Generator Project
- Bourbon County Fire Station
- Lexington Fire Department Maintenance Building Phase 2
- Berea Municipal, Police, & Fire Safety Building
- Scott County Fire Department (Sadieville)
- CHFS Emergency Operations Center
- Madison County Emergency Services Building
- Scott County Fire Station #4 Renovation & Addition
- Scott County Emergency Management System
- New Versailles Police Department Complex



BRANDON SLUSHER, P.E.
Mechanical Engineer

EDUCATION

- **Bachelor of Science in Mechanical Engineering**, May 2009
University of Kentucky College of Engineering

RELEVANT PROJECT EXPERIENCE

- Lexington Fire Station #2
- Madison County Emergency Medical Services Building
- New Fayette County Elementary School
- Glendover Elementary School Renovation
- Eastern Kentucky University Clean Agent Fire Suppression
- Saint Peter Claver Catholic Church
- University of Kentucky Erikson Hall Renovation

ROBERT PASS + ASSOCIATES

309 East Market Street
Suite 302
Louisville, KY 40202

502 589.7632
Fax 589.7634
Cell 797.2540

rpaconsultants@bellsouth.net



Construction Costs Consultants

ROBERT G. PASS
Architectural/Structural/Civil Estimator

EDUCATION

- Bachelor of Science in Electrical Engineering (Hons),
Kingston-Upon-Thames Polytechnic

YEARS EXPERIENCE

- With Robert Pass and Associates, Inc. 26 Years
- With Other Firms: 4 Years

WORK EXPERIENCE

Twenty years of successfully managing all financial aspects on construction projects throughout the entire design and construction phases, with particular emphasis on ensuring construction projects stay within their budget.

As a member of the design team, we can assist in developing a feasible program budget and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather than producing cost estimates retrospectively after much design effort has been expended, some of which may subsequently prove to be abortive.

Provide advice to the Architect/Owner on the effects on costs of alternative structural systems, building configurations, materials and mechanical and electrical systems.

RELEVANT PROJECT EXPERIENCE

- Police Canine Facility, Lexington, KY
- Fire Station #24, Lexington, KY
- Louisville Fire Headquarters Renovation, Louisville, KY
- Danville Fire Station, Danville, KY
- Historic Fayette County Courthouse Renovation, Lexington, KY
- Lexington Senior Center, Lexington, KY
- Highview Fire Station #3, Louisville, KY
- Middletown Fire Headquarters, Louisville, KY
- Army Aviation Support Facility, Boone National Guard Armory, Frankfort, KY

POAGE ENGINEERS



BRIAN D. SCOTT, P.E. Engineer of Record

EDUCATION

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

RELEVANT PROJECT EXPERIENCE

- Frankfort Public Safety Building
Frankfort, Kentucky
- United States Courthouse
Covington, Kentucky
- ECU B&T Phase II Addition
Richmond, Kentucky
- Georgetown Fire Station #1
Georgetown, Kentucky
- West Liberty Fire Station
West Liberty, Kentucky
- Marion County Justice Center
Lebanon, Kentucky
- Metcalfe County Courthouse
Edmondson, Kentucky
- Clark County Emergency Operations Center
Clark County, Kentucky
- Pike County Justice Center
Pikeville, Kentucky
- Breckinridge County Judicial Center
Hardinsburg, Kentucky
- Cumberland County Justice Center
Burkesville, Kentucky
- Richmond Fire Station #2
Richmond, Kentucky
- Logan County Justice Center
Russellville, Kentucky
- Owensboro-Daviess County ARFF
Owensboro, Kentucky



CHRIS KELLY, P.E. Principal in Charge

EDUCATION

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

RELEVANT PROJECT EXPERIENCE

- Frankfort Public Safety Building
Frankfort, Kentucky
- Danville Fire Station #2
Danville, Kentucky
- Old Fayette Courthouse
Lexington, Kentucky
- New Lexington Circuit & District
Court
Lexington, Kentucky
- Richmond Fire Station #2
Richmond, Kentucky
- Richmond Fire Station #5
Richmond, Kentucky
- Newport Fire Station
Newport, Kentucky
- Georgetown Courthouse Renovation
Georgetown, Kentucky
- Metcalfe County Courthouse
Edmondson, Kentucky
- Law Enforcement Center Expansion
Eastern Kentucky University
Richmond, Kentucky
- Winchester Municipal Building Renovation
Winchester, Kentucky
- Estill County Emergency Operations Center
Estill County, Kentucky



II. Relevant Experience

LEXINGTON FIRE STATION NO. 2

Lexington, Kentucky

The new Lexington Fire Station #2 is designed to replace an aging facility on New Circle Road. The new site is located within a half mile of the existing site, on the opposite side of New Circle Road in an industrial area. In addition to housing two companies, the facility will also become the warehousing area for the LFUCG EMS Services. An independent warehouse and support facilities will be built as part of this fire station.

This building is designed with five apparatus bays, deep enough to house two pumpers, with doors at both the front and rear of the building. Living quarters for 16 fire fighters are provided on-site including a full kitchen, dormitories, and locker rooms. Because training is such an important feature in the modern day fire department, a 50 person training room is included as part of this project. This training room is large enough to serve several companies and adjacent fire stations within the northeast side of town.



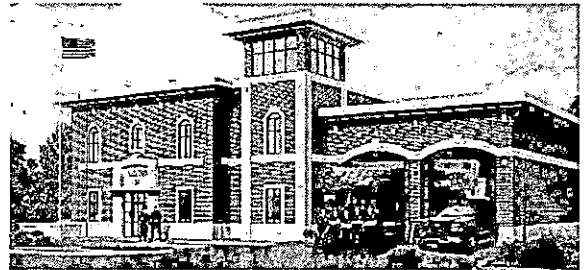
Project Information

Owner: Lexington-Fayette Urban County Government
Contact: Joyce Thomas
Administrative Officer Senior
859.258.3054
jthomas@lexingtonky.gov

LEXINGTON FIRE STATION NO. 24

Lexington, KY

After conducting a site review, the City contracted with BCI to do preliminary conceptual floor plans for the fire department to determine the size of the building and work with their engineers to determine the utility locations so that the City could negotiate with the developer for the purposes of identifying and routing utilities to the proposed site. The Owner expects that this project will proceed according to schedule and budget with a minimum of controversy. To date, BCI has met their expectations.



Project Information

Owner: Lexington-Fayette Urban County Government
Contact: Joyce Thomas
Administrative Officer Senior
859.258.3054
jthomas@lexingtonky.gov

NEW FIRE DEPARTMENT HEADQUARTERS AND RENOVATION

Bowling Green, Kentucky

BCI was commissioned by the City of Bowling Green to complete two projects for the Bowling Green Fire Department. The first project was a new Fire Department Headquarters building which began in late 2007. The facility is a two-story building with 8,400 square feet that includes offices for Fire Department personnel, and a museum space with a historic fire truck.

The firm then renovated the approximately 5,000 s.f. of living spaces and offices in the adjacent Central Fire Station. Exterior improvements were made to the roof fascia, façade, driveways and parking areas. Both projects were completed for total cost of \$2,578,315.



Project Details

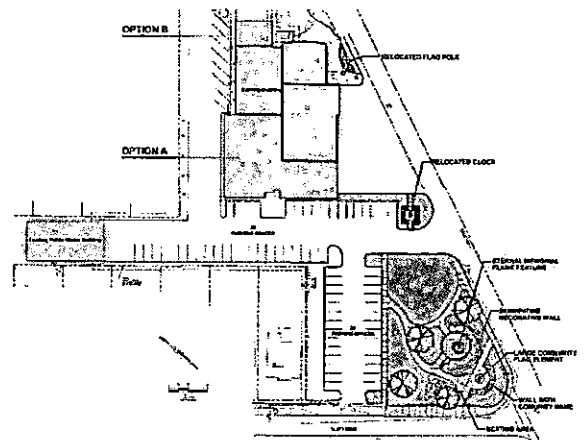
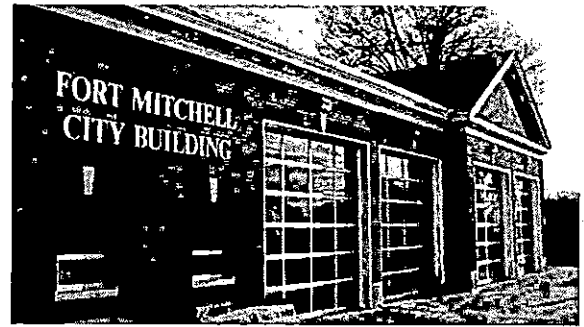
Owner: City of Bowling Green
Contact: Lt. Jim Mullen
270-393-3702

FORT MITCHELL MUNICIPAL FACILITY RENOVATION For Mitchell, Kentucky

The Fort Mitchell City Complex currently functions as the Police, Fire, Ambulance Service, and Public Works headquarters and houses City Administration for the city of Fort Mitchell, Kentucky. With so many operations conducted throughout the building, Brandstetter Carroll Inc. was commissioned to work with the Owner and produce an assessment of the building and operations to create a more efficient and organized facility. The proposed outcome involves renovating 15,600 s.f. of the existing building. The budget for this project was \$3.5 million.

Project Information

Owner: City of Fort Mitchell
Contact: Dave Noll, Public Works Director
859.331.1212



BEREA MUNICIPAL POLICE AND FIRE SAFETY FACILITY RENOVATION Berea, Kentucky

Brandstetter Carroll, Inc. originally performed a study for the City of Berea to determine if it would be feasible to yet again renovate the building and provide an addition to house Police and Fire operations. Following the completion of the study, the City agreed that it would be in the best interest of the community to proceed with Brandstetter Carroll's recommendation and move forward with the project in April of 2015.

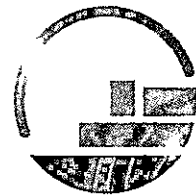
The existing City Hall is just over 12,000 square feet consisting of a basement and two stories. This space was renovated to better suit the City Administration, Finance, and Planning Departments. Approximately 32,000 square feet was added to the building for the Police and Fire Departments which house administration, evidence, vehicles, apparatus, and living quarters. Circulation patterns were tirelessly studied to derive the best outcome as the public, police, and fire all have different circulation routes and access points to and from the building.

In July of 2016 the project bid and the contract was awarded. In the following month of August the ground breaking was celebrated. The project is currently under construction and is scheduled to be completed in October of 2017.



Project Information

Owner: City of Berea, Kentucky
Contact: Randy Stone, City Administrator
859.986.8528
rstone@bereaky.gov



III. Project Approach/Work Plan

PROJECT APPROACH/WORK PLAN

The RFP does not address geotechnical or commissioning. On previous City projects the firm has provided these services. If they are desired as part of this project, BCI would propose to use the following consultants. Resumes can be provided upon request.

L.E. Gregg Associates 2456 Fortune Drive, Suite 155
Environmental and Geotechnical Engineer Lexington, KY 40509

L.E. Gregg Associates is a multi-disciplinary, professional services firm located in Lexington, Kentucky. The firm employs individuals of various technical and professional backgrounds. Founded in 1957 to provide engineering and materials testing services the firm has been involved with a variety of projects throughout the Kentucky area and surrounding regions over the past 56 years. The primary services offered include Civil/Geotechnical Engineering; Environmental Services; Geologic Engineering; and Construction Materials Testing, which includes Special Inspections per Kentucky and International Building Code. The multi-disciplinary skills of L.E. Gregg provide a significant advantage to clients from the inception of a project through final construction. An integrated approach to environmental site assessments, geotechnical investigations, and construction services provides successful and cost effective management and project development.

Paladin Inc. 121 Old Lafayette Avenue
Commissioning Agent Lexington, KY 40502

Paladin is comprised of LEED APs, certified commissioning professionals, professional engineers, controls specialists, and in-house field technicians. Paladin's historical average rate of return on commissioning fees is less than one year. Over a twenty-seven year history, that statement says a lot about the level of service and value Paladin brings the Project Team.

Paladin brings deep-rooted experience in commissioning building projects for government agencies throughout the Commonwealth and notably for LFUCG. Paladin's project success, on both renovation and new construction, demonstrates an existing and in-depth familiarity with LFUCG's Maintenance Teams, Controls Systems, and Owner Project Requirements. This history is derived from the projects listed below.

- LFUCG Fire Station#24
- LFUCG Replacement Fire Station #2
- OCAE Burlington Readiness Center-LEED | Design & Construction Phase Commissioning
- Commonwealth Emergency Operations Center | Construction and Warranty Phase Commissioning
- Carver Community Center | Pre-Design through Warranty Phase Commissioning
- Lyric Theatre Addition and Renovation-LEED | Fundamental Commissioning
- Dunbar and Black & Williams Community Centers | Energy Efficiency Retrofits
- Energizing the Arts | Energy Assessments
- Phoenix building HVAC and Piping Replacement Project | Engineering Design
- Municipal Recycling Center Addition | Engineering Design
- Charles Young Center HVAC Replacement Project | Engineering Design
- Youth Services Building | HVAC Evaluation

PROJECT APPROACH/WORK PLAN

A. Work Plan: Management Approach

Scope of Services

a. Programming – the Architect will:

Work with City officials and Fire Department to develop the Project vision and goals. Develop a concise Program document to outline the requirements for the Civil, Structural, Architectural, Mechanical, Electrical, and Plumbing disciplines as well as to determine sustainability objectives for the renovation and expansion of Fire Station #9. Provide graphic documents displaying a comprehensive understanding of the functional requirements of the project timeline to ensure alignment with the existing budget and schedule.

b. Schematic Design – The Architect will:

Provide schematic floor plans, elevations, and other drawings as required depicting the scope of the proposed project. Schematic engineering drawings will also be prepared to assist the Owner in the understanding of the proposed improvements. A cost estimate will also be prepared for Owner review. BCI has a commitment to review and consider value engineering at each phase.

c. Design Development – The Architect will:

Provide more detailed drawings and outline specifications which will show the integration of building systems such as mechanical, electrical, plumbing, fire protection, structural, and architectural elements. The construction cost estimate will be updated and reviewed with the Owner for approval.

d. Construction Documents – The Architect will:

Prepare detailed drawings and specifications depicting the entire scope of the project. Owner meetings will be held at significant intervals for timely decision making, updates, and completion. A final cost estimate will be prepared at the conclusion of this phase.

e. Bidding and Plan Review

Prepare all necessary bidding documents and assist the Owner in the securing of permits. The Architect will address Contractor questions, issue addenda, attend the bid opening, and assist in the evaluation of bids. Upon the selection of a Contractor by the Owner, the Architect will prepare the necessary Contract Documents and related instruments.

f. Construction Administration – The Architect will:

- a. Conduct field visits.
- b. Attend progress meetings.
- c. Recommend the acceptance or rejection of work.
- d. Clarify Construction Documents.
- e. Generate field reports.
- f. Review submissions.
- g. Approve Pay Requests.
- h. Perform final inspection.
- i. Review and Coordinate Training Documents and Record Documents

g. Warranty Review – The Architect will:

Meet with the Owner and Contractor on site at the conclusion of the Warranty period (one year) to determine if any warranty items need contractor attention.

PROJECT APPROACH/WORK PLAN

B. Schedule and Budget

Task	2018					2019												2020	
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan - Sept	Oct - Dec
Phase A Programming	■																		
Phase B Schematic Design		■	■	■															
Phase C Design Development				■	■														
Phase D Construction Documents					■	■	■	■											
Phase E Bidding Assistance							■	■											
Phase F Construction Administration								■	■	■	■	■	■	■	■	■			
Phase G Punch list, Inspections, Close-out																■	■		
Post Occupancy Warranty Review																			★ Review

The proposed budget to complete these services is included in the front of this document under "Total Proposal."

C. Coordination of Disciplines/Collaboration Plan

The BCI program placed emphasis on the fact that quality control and collaboration begins with the first project meeting and continues through the life of the project. The program is simple, yet effective, and is broken down into four levels with each dependent from one another. The four levels are:

- Pre-Design – Contracting, Coordination, Schedule development, Project kick-off & Field Investigations
- Schematic Design – Development of design concepts and strategies (Phase A)
- Design Development – Continuation of Schematic Design with emphasis on costing (Phase B)
- Construction Documents – Reviews at 30%, 60% and 90%, final review at completion (Phase C)

The other key component to the program is assembling a quality control team to oversee quality issues throughout the entire project. The team includes peer reviewers from each firm with representatives from each discipline involved in the project.

D. Commitment to Energy Efficient Buildings and Sustainable Design

The firm currently has 10 LEED Accredited Professionals or LEED Green Associates on staff all dedicated to providing sustainable solutions and energy efficient design. The sustainable LEED approach to any project begins with an Eco Charette that brings all stakeholders together to determine the scope of the project. The project is broken into sustainable opportunities for site, water, energy, indoor environmental quality, materials and resources, as well as innovation and design. All of these concepts are inter-related and affect each other. Thus, strategies will be developed with the stakeholders of this project to incorporate inventive and cohesive designs for sustainability including lighting, information technology and audio visual systems. Sustainable design elements can be implemented to reduce maintenance and operation costs once the transformation is complete. The Team is more than qualified to facilitate the requirements to pursue LEED certification. Members of the Team have earned the following LEED certifications for their clients:

BCI LEED Experience

- Kentucky Association of Counties Office is **LEED Gold Certified**
- 308 East 8th Street Office Building is **pending LEED Silver certification**
- Wolfe County Judicial Center is **LEED Silver Certified**

PROJECT APPROACH/WORK PLAN

STW LEED Experience

- Bernheim Arboretum Visitor's Center was KY's first **LEED Platinum** Project
- Jim Beam American Stillhouse Visitor's Center received **LEED Gold**
- Kentucky National Guard Readiness Center is **LEED Silver** (self-certified)
- Glasgow High School is **LEED Certified**

Paladin LEED Experience

- Southcentral Regional Library – **LEED** | Fundamental & Enhanced Commissioning and LEED Administration | *Louisville Free Public Library* | Louisville, KY
- Southwest Regional Library – **LEED** | Fundamental & Enhanced Commissioning and LEED Administration | *Louisville Free Public Library* | Louisville, KY
- West Liberty Commercial Bank – **LEED** | Fundamental & Enhanced Commissioning | *Commercial Bank* | West Liberty, KY

E. Quality Assurance/Document Coordination

The cost of any project is managed by reducing the number of unnecessary Change Orders in the field especially for the renovation and expansion of an existing facility and one that will remain open during construction. This is accomplished by presenting the contractor with a thorough set of Construction Documents and Specifications that are clear and can be interpreted without confusion, as well as by assigning a single Construction Administrator to oversee the firm's Construction Phase services. This phase typically consists of 25% of the total services provided by BCI. As a result, the firm's Principal-in-Charge and Project Manager are involved during the construction process and are on site on a monthly basis. The assigned Construction Administrator is on site on a weekly basis as well.

F. Quality Control Program

BCI's QC/QA program was developed as a result of the Firm's commitment to earning customer loyalty based upon the consistent ability to deliver quality service and projects to our clients. **The firm's quality control procedures have enabled BCI to maintain a percentage of Change Orders of 1.5% compared to the national average of 4%.**

Schedule Control Methods

BCI is committed to accurate and proactive scheduling to eliminate potential surprises and delays in progress. Scheduling strategies will be the responsibility of the Principal-In-Charge and Project Manager to ensure milestones are met. As the project initially develops, the scheduling staff places the project goals into a Critical Path Method (CPM) schedule. The schedule will reflect goals at each project interval and aid in tracking progress.

Cost Control Methods

The BCI Team will approach cost control on this project as a continuous process. It is customary for BCI to evaluate cost implications of all major decisions throughout the design process, regardless if it falls at the end of a phase. By doing this, the Owner remains continually attune to all elements of the project affecting cost.

Proactive communication works well with all Team partners regarding the effect decisions can potentially have on cost. The role of the Project Manager is keep everyone involved in the decision making process. The ultimate goal of the BCI team relative to budget items is to have no surprises! In summary, effective leadership, planning and communication will best position the BCI Team to serve the needs of the City by maintaining control over the project by establishing a realistic schedule that will be met, the inclusion of all Team members for decision making and buy-in, and lastly adhering to the specified project budget.

G. Continuing Education Program

BCI has conducted internal education programs for staff for over 15 years. The internal program supplements employee's participation in continuing education programs outside of the office as part

PROJECT APPROACH/WORK PLAN

of license requirements and individualized employee professional development plans. Each employee reviews their professional development plan annually with their supervisors to monitor and refine their plan of action to grow professionally in specific areas of expertise.

The program is titled "Tier II" and aimed at the second tier of leadership and up and coming project managers. Topics in this program included, but were not limited to: contract documents; project management; ADA accessibility; professional liability; customer service; and much more.

The firm has an Education Committee which has developed a long-range plan for a broader effort to assist in all employees' professional development. The Committee conducted a survey of staff to identify the individual's needs and desires for continuing education and professional development. The goals of the committee are:

1. Provide education opportunities for staff to assist in obtaining required continuing education
2. Provide mentoring opportunities for younger staff
3. Provide orientation for new staff

The plan involves a variety of venues including:

1. In-office lunch programs
2. new staff orientation and mentoring
3. sharing of in-house talents, webinars, on-line sessions
4. professional society local and national programs

A copy of the firm's complete Continuing Education Plan is available upon request.



IV. Lump Sum Pricing

Architecture/Design Services for Renovation of Fire Station #9

Request for Proposal No. 20-2018

Form of Proposal

Consultant:

Brandstetter Carroll Inc

Address:

2360 Chauvin Drive

Lexington, KY 40517

1. General

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the City of Lexington. An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Provide the current number of employees and employee types.
- d. Statement of general firm qualifications and capacity which should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- e. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project

manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

- f. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - g. A narrative of design approach and preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - h. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide current and projected staff workload data).
 - i. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals will be limited to 20 pages not including the required City of Lexington documents. Proposals in excess of 20 pages single-sided pages in length may not be considered.
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The City of Lexington assumes no responsibility for such costs. The City of Lexington reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the 20 page submittal limit. Included in work plan shall be:
- a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline and team member will provide that deliverable.
 - b. A specific budget and schedule to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. A team plan on sustainable design.
 - e. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines during Construction Document development.
 - f. An explanation of the team Quality Control Program from design through Construction Administration.
6. **Lump Sum Pricing**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries,

F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job).

- b. Provide a Firm Lump Sum Cost for providing the City of Lexington with services as noted in these specifications:

<u>Schematic Design Cost</u>	\$ 18,000
Programming	\$ 5,000
Site Survey & Report (Abbie Jones)	\$ 6,000
Schematic Design	\$ 7,000
 <u>Design Development Cost</u>	 \$ To be determined
(percentage of construction costs)	1.6 %
Independent Cost Consultant (Robert Pass & Associates)	\$ 1,500
 <u>Construction Documents Cost</u>	 \$ To be determined
(percentage of construction costs)	3.3 %
Independent Cost Consultant (Robert Pass & Associates)	\$ 3,500
 <u>Construction Administration Cost (Total Services Below)</u>	 \$ 20,000
Bidding Assistance:	\$ 3,000
Construction Administration:	\$ 13,000
Punch List, Inspections, & Close Out:	\$ 5,000
 <u>Total Proposal</u>	 \$ 43,000

***Total Proposal Fee cannot be calculated at this time due to the percentage fee requested in the second and third line items.**

7. Unit Pricing

- a. The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

- c. Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>180</u> \$/HR
<u>Senior Reg. Architect</u>	<u>130</u> \$/HR
<u>Senior Reg. Engineer</u>	<u>130</u> \$/HR
<u>Reg. A/E</u>	<u>110</u> \$/HR
<u>Landscape Architect</u>	<u>110</u> \$/HR
<u>Intern Architect or EIT</u>	<u>75</u> \$/HR
<u>AutoCAD/GIS</u>	<u>65</u> \$/HR
<u>Clerical</u>	<u>50</u> \$/HR

- d. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0 %
- e. Reimbursables will be based on actual costs.



Appendix
Required Forms

AFFIDAVIT

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

1. His/her name is Michael E. Carroll and he/she is the individual submitting the proposal or is the authorized representative of Brandstetter Carroll Inc, 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.

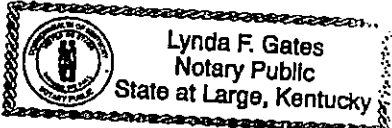
Further, Affiant sayeth naught.

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Michael E. Carroll on this the 20th day
of June, 2018.

My Commission expires: 8-9-2020

Lynda F. Gates
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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

Brandstetter Carroll Inc

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Brandstetter Carroll Inc

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	5		5														5
Professionals	24	18	5	1												19	5
Superintendents																	
Supervisors	7	6	1													6	1
Foremen																	
Technicians	11	10	1													10	1
Protective Service																	
Para-																	
Office/Clerical	4		4														4
Skilled Craft																	
Service/Maintenan																	
Total:	51															35	16

Prepared by: Jennifer Sizemore, Human Resources Date: 06 / 20 / 2018

(Name and Title)

Revised 2015-Dec-15

**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



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 20-2018


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. Paladin, Inc. 121 Old Lafayette Ave. Lexington, KY 40502	WBE	Commisioning	TBD	Estimated 15%
2. Abbie Jones Consulting Lexington, KY	WBE	Surveying and civil engineering	TBD	Estimated 5%
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.

Brandstetter Carroll Inc
 Company

06/20/2018
 Date


 Company Representative

Senior Vice President/Principal-in-Charge
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 20-2018

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 Brandstetter Carroll Inc.	Contact Person Michael E. Carroll
Address/Phone/Email 2360 Chauvin Drive Lexington, KY 40517 mcarroll@bciaep.com	Bid Package / Bid Date #20-2018 6/20/2018

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Paladin, Inc. 121 Old Lafayette Ave Lexington, KY 40502	Desarae Anderson	859.252.3047 andersond@paladinky.com	06/20/18	Commissioning	Email, Phone	TBD	Female	
Abbie Jones Consulting Lexington, KY	Abbie Jones	859.559.3443 abbie@abbie-jones.com	06/20/18	Surveying Civil Engineering	Email, Phone	TBD	Female	

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

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

Brandstetter Carroll Inc
Company
06/20/2018
Date


Company Representative
Senior Vice President/Principal-in-Charge
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 20-2018

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 and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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 MWBDE 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.

Brandstetter Carroll Inc
Company
June 20 2018
Date



Company Representative
Senior Vice President/Principal-in-Charge
Title