



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#30-2016 Design Services for New Fire Station #24** 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 **September 14, 2016**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #30-2016 Design Services for New Fire Station #24

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

Pre-RFP conference will be held August 25, 2016, 1:00 pm, 200 E Main St, 3rd Floor Purchasing Conference Room.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD (exact duplicate of hardcopy) and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

Estimated Cost of Services	20 points
Professional qualifications and specialized experience	20 points
Capacity of the team to perform the work	10 points
Demonstrated understanding of the requirements	10 points
Past experience with designing Fire Stations	10 points
Past record and performance	10 points
Experience of the team in support of sustainable design and building cycle cost analysis	10 points
Degree of local employment	10 points

See additional information about selection criteria in specifications.

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

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

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

Prepared by: _____

Name & Title

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

participate effectively.

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be provided in the amount specified above unless deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

Safety and Loss Control

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

DEFAULT

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

Design Services for New Lexington Fire Station #24

Request for Proposal No. 30-2016

Scope of Work

The City of Lexington is seeking proposals from qualified firms to provide complete Architectural/Engineering services for the design of a new Fire Station.

1. Project Summary Narrative (Project Vision)

In response to the rapidly developing area in the Masterson Station and surrounding neighborhoods, the Lexington Fire Department has purchased property (approximately 0.95 acres) in the Greendale Hills development located at the south corner of Magnolia Springs and Estrella Drives. A new Fire Station in this location will reduce response times and alleviate the strain on other nearby Fire Stations that are currently serving the area.

This Request for Proposal requests submission for all Design Phases as described herein. The Fire Station will include vehicle and equipment storage, as well as sleeping and living quarters for up to fourteen staff. Additionally, the new station will house offices for staff, a wellness facility, and general Fire Station supplies. It is anticipated that this new Fire Station will be approximately 11,000 square feet. The new Fire Station will be designed and constructed to last 100 years. A Feasibility Study for the site was previously prepared, and excerpts from the study are included in this proposal as **Attachment A**. The Two Story Option has been chosen by the Fire Department, and site conditions (i.e. rock onsite, driveway turn radius, etc.) have suggested the current configuration, but the arrangement and adjacencies of spaces shown in the Feasibility Study are merely proposed, and not necessarily the final layout.

The Design Team will provide a program schedule of fixtures, furniture and equipment (FF&E) through directive by the appropriate City of Lexington representative and Lexington Fire Department personnel.

The HVAC for the building should be designed to meet energy performance guidelines without compromising the comfort of the building occupants. The system must be accessible for maintenance and repair. Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made. It is preferred to have separately controlled heating and cooling zones with thermostats in the various areas. The architect/engineer should ensure the mechanical systems can be serviced and maintained by locally available trades-people. If the mechanical system is at ground level, adequate security must be provided.

All interior finish materials should be long lasting, durable, and aesthetically pleasing. Standard finish materials are preferred. Interior signage should be consistent, easy to read, and changeable. Exterior signage should be easily visible and vandal resistant.

The site will be secured with a fence and access to the building will be restricted by means of an access control system. The building exterior and parking area will be well lit to provide for safe use of the facility. Exterior lights should be resistant to vandalism and be energy efficient. Creativity in dealing with storm water run off will be needed due to the large paved area that will be needed on the site.

It is the intent of the Fire Department to build an energy efficient campus and to pursue LEED certification. Communications design will be a part of this project which will include telecommunications, data, and station alerting. The building will need to have a generator backup system to maintain the ability to operate during a power outage. Input from the firefighters who will occupy the station will be part of the design process.

2. General Requirements

a. LEED Certification

- i. The New Lexington Fire Station #24 shall be designed by the Consultant to accommodate a minimum rating of LEED-NC Certified by the United States Green Building Council. Support documentation necessary to certify the building shall be provided to the Owner upon request. The Consultant is responsible for submission of all required paperwork, shall follow the application through the entirety of the process, and pay all registration and certification fees in order to obtain LEED Certification for the building.

b. Public Meetings

- i. A minimum of one public meeting shall be facilitated by the Consultant during this Project. The public meeting shall be held at the end of Schematic Design. Other meetings will be held as deemed necessary by the Owner. Presentations shall be prepared for each meeting to include schematic level drawings and renderings of the new Fire Station and site in order to obtain sufficient feedback from the public.

c. Council Presentations

- i. The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.

d. Energy Modeling

- i. The Consultant shall quantify energy performance relative to a baseline building at the end of Schematic Design, Design Development, and Construction Documents in compliance with the LEED-NC rating system.
- ii. The Consultant shall also consider how to accommodate the use of possible future alternative energy sources in these facilities.

e. Commissioning Agent

- i. The Consultant is required to involve a third-party Commissioning Agent for Design, Construction, Acceptance and Post Acceptance commissioning for the project to assure system(s) design, install, testing, operation and maintenance is in compliance with the LEED-NC rating system.

- f. **Data/Communications/Technology Designer**
 - i. The Consultant shall utilize a data/communications/technology designer through the design process. Consideration must be given to both current and potential future needs and technologies in these areas.

3. Schematic Design

- a. **Programming/Space Utilization**
 - i. The consultant shall prepare a written Program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, and expandability of the space and the program, special equipment, systems, and site requirements.
 - ii. This Program shall address the requirements of Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical disciplines as well as accommodate the Project Vision mentioned above.
 - iii. 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 the City of Lexington desires to conduct business. Estimated Project costs and Project timeline shall be conducted by a Consultant-provided certified third-party estimator to ensure alignment with the existing Project budget and timeline. Prevailing wage rates will be paid for the construction of this project. The Consultant is responsible for obtaining the current information from the Kentucky Labor Cabinet, and shall incorporate them into the cost estimate.
 - iv. Ongoing and continual input from the Owner shall be actively sought throughout the design process. The Consultant shall facilitate a public meeting at the end of Schematic Design to include preliminary drawings and renderings of the new Fire Station in order to obtain sufficient feedback from the public.
- b. **Surveys**
 - i. Site Survey
 - 1. Development grading plans with rudimentary survey information are available for review and are included as an **Exhibit to Attachment A**. The Consultant shall furnish services of site surveyors, which may include but are not limited to the establishment of property boundary lines, above and below ground utilities, land contours at 1-foot intervals and elevations, locations of natural and man-made site features, etc. on the proposed site. The Consultant will be responsible for verifying site dimensions on the proposed site. Any preliminary dimensions provided by the Owner shall not be utilized by the Consultant in final building design.

- ii. Geotechnical Survey
 - 1. A geotechnical survey is available for review and is included as an **Exhibit to Attachment A**. Once cut and fill requirements are determined by the design of the site, additional geotechnical survey information may be required and will be reimbursed on actual cost basis.
 - iii. Environmental Survey
 - 1. The Consultant shall perform a Phase I Environmental Site Assessment of the proposed site. Results of the survey shall be provided to the Owner upon completion. If a site is considered contaminated, a Phase II Environmental Site Assessment shall be conducted by the Consultant as a Change Order to the contract.
- c. **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 the site plan, 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.
- d. **Schematic Design Deliverables:** (Three hardcopies 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:
 - 1. Site Plan Schematic
 - 2. Site Utility Schematic
 - 3. Site Layout showing buildings and access roads
 - 4. Architectural Floor Plans
 - 5. Architectural Elevations
 - 6. Structural Schematics
 - 7. Fire Suppression, Plumbing, HVAC, Electrical, Communications, and Electronic Safety & Security Plans Schematic
 - 8. Sketch perspective or digital modeling of major structure
 - 9. Project rendering
 - ii. Consultant shall provide Schematic Design documents in standard text document size 8 1/2"x11" bound format and will include at a minimum:
 - 1. Energy modeling results or alternate compliance path documentation
 - 2. Schematic Design outline specifications; bound format

3. Schematic Design Project Schedule
 4. Schematic Design Cost Estimate prepared by a certified third-party estimator to ensure alignment with any existing project budget and timeline. Prevailing wage rates will be paid for the construction of this project. The Consultant is responsible for obtaining the current information from the Kentucky Labor Cabinet, and shall incorporate them into the cost estimate.
 5. Identify and list all regulatory review and permitting requirements
 6. Survey Plat and report
 7. Phase I Environmental Site Assessment
- e. 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.

4. 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: (Three hardcopies 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:
 1. Site Plan
 2. Site Utility Plan
 3. Architectural Floor Plans
 4. Architectural Elevations
 5. Sections

- 6. Typical Construction Details
- 7. Structural Plans
- 8. Fire Suppression, Plumbing, HVAC, Electrical, Communications, and Electrical Safety and Security Plans
- ii. Consultant shall provide Design Development documents in standard text document size 8 ½"x11" bound format, and will include at a minimum:
 - 1. Revised outline specifications including materials / equipment / fixtures data sheets and other studies, calculations and evaluations as appropriate
 - 2. Revised energy modeling results or alternate compliance path documentation
 - 3. Revised Project Schedule
 - 4. Design Development refined and fine-tuned Cost Estimate prepared by a certified third-party estimator to ensure alignment with any existing project budget and timeline. Prevailing wage rates will be paid for the construction of this project. The Consultant is responsible for obtaining the current information from the Kentucky Labor Cabinet, and shall incorporate them into the cost estimate.
- c. Value engineering shall be performed at the end of Design Development.
- 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 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.

5. 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. Energy Modeling

- i. The Consultant shall model the building's energy performance 50 percent into the construction documents to ensure the project Design

will obtain the desired energy efficiencies as well as comply with the LEED-NC rating system.

- c. **Value Engineering**
 - i. Value engineering shall be performed throughout the process and at completion of the Construction Documents.
- d. **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.
- e. **Construction Documents Deliverables:** (Three hardcopies and one electronic copy to be provided as indicated below)
 - i. Consultant shall provide Construction Documents that include at a minimum:
 - 1. 100% Construction Document drawings in 24”x36” or 30”x42” bound format, and shall include a cover sheet, site survey, original geotechnical survey, and all necessary civil, landscape, structural, architectural, mechanical, plumbing, fire protection, electrical communications, 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.
 - 2. 100% Construction Document Specifications submitted on bound 8 ½”x11” double-sided hardcopy.
 - 3. Construction Documents Project Schedule
 - 4. Construction Documents refined and finalized project Cost Estimate prepared by a certified third-party estimator to ensure alignment with any existing project budget and timeline. Prevailing wage rates will be paid for the construction of this project. The Consultant is responsible for obtaining the current information from the Kentucky Labor Cabinet, and shall incorporate them into the cost estimate.
 - 5. Energy modeling results or alternate compliance path documentation at 50% construction design.
 - 6. One additional set of ready-to-advertise drawings are to be submitted unbound on 24”x36” or 30”x42” paper.
 - 7. One additional set of ready-to-advertise unbound specification masters on 8 ½”x11” one-sided paper.
- f. 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 written authorization will be at the Consultant’s risk.

6. Construction Administration

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

i. Bidding

1. 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.

ii. Construction Administration

1. 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.

b. Building Commissioning

- i. The Consultant shall hire a third-party Commissioning Agent to commission the New Lexington Fire Station #24 ensuring that the Mechanical and Electrical systems were installed as they were designed and are functioning as they are intended. The Commissioning Agent shall also validate system(s) compliance with the LEED-NC rating system applicable to the Project as the time of construction.

c. Punch Lists, Inspections, and Close Out

- i. To ensure that all construction work is complete, the Consultant shall perform the following steps:
 1. Ensure that all items are completed in accordance with plans, specifications, and applicable Codes.
 2. Conduct a punch list walk through with the appropriate City of Lexington representative to create a formal punch list. The end user may be asked to participate in this process.
 3. 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 City of Lexington 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 construction plans and specifications at the conclusion of the Project.

Design Services for New Lexington Fire Station #24

Request for Proposal No. 30-2016

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 undersigned agrees that this proposal constitutes a firm offer to the City of Lexington which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the City of Lexington and a third party, whichever occurs earlier.
- d. 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. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.

- e. Provide the current number of employees and employee types.
 - f. 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.
 - g. 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.
 - h. Summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references.
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. A narrative of design approach and preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. 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).
 - l. 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.

<u>Phase D Cost (Total Cost of Services Below)</u>	\$ _____
Bidding Assistance:	\$ _____
Construction Administration:	\$ _____
Building Commissioning: (not to exceed percentage of construction budget)	_____ %
Punch List, Inspections, & Close Out:	\$ _____

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

- 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.	10
Demonstrated understanding of the requirements of the project.	10
Past experience with designing Fire Stations.	10
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



Attachment A

Excerpts from:

Lexington Fire Station #24 Feasibility Study

Lexington, Kentucky

September, 2015

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**LEXINGTON FIRES STATION #24 FEASIBILITY STUDY
LEXINGTON, KENTUCKY**

INTRODUCTION

In August 2015, LFUCG Department of General Services contracted with Brandstetter Carroll Inc. to provide them a Feasibility Study for a potential Fire Station No. 24 located in Masterson Station on Magnolia Drive. The evaluation was to review the proposed property for the proposed fire station including site improvements and floor plan concepts. This document provides a summary of the information gathered over a one month study period. Within the Study, you will find the objectives outlined, as well as, the planning process used to assemble the following information.

FINDINGS AND OBSERVATIONS

Upon meeting with the City Officials and Fire Department, it was generally recognized that a facility in the Masterson Station area is desperately needed to serve the current residential and future growth in this area.

While the City maintains service in this area, and does so extremely well, a new fire station would greatly serve the citizens of Lexington, reducing response times and allowing the Fire Department to adequately serve the current residents and future growth in this area.

ALTERNATIVE SCENARIOS

Three alternative scenarios were prepared upon initial discussion and observation with the City. In these scenarios, all departments were given due consideration as to where they could locate, and how they could expand in-place, if needed. Site diagrams, floor plan concepts, and cost estimates completed this section of the study. The City requested that three options be explored. First a single story option, a two story option, and third, a single story with a basement. Through the review process, each concept was reviewed and ultimately the one story with a basement was ruled out. The single story and two story concepts were explored and developed further, and ultimately, the selected scenario was the two story concept.

This scenario included a smaller footprint allowing the private areas of the Fire Department to be located on the second floor with the primary functions of the Fire Department located on the first floor. This scenario was selected due to the ultimate value that the Fire Department gained with this approach and the ability for future expansion on the property.

WHAT WILL BE THE COST?

The total project cost for the project will be \$3,900,000 (rounded to the nearest \$100,000). The total construction cost for the Fire Station will be \$3,400,000 including contingency and soft costs. The Owner costs and Professional Service fees will be \$485,000 for a total project cost of \$3,885,000.

CONCLUSION

The new Fire Station No. 24, is a much needed facility, which will provide an important element in the Fire Department and Emergency Services System in Lexington, Kentucky. The proposed site meets the criteria established by the City and the Fire Department. This study is a first step toward the completion of a successful project.



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I. INTRODUCTION

PROJECT BACKGROUND

Brandstetter Carroll Inc. (BCI), was hired in August of 2015 to conduct a Feasibility Study for a proposed Fire Station in the Masterson Station area. The City had an option on a piece of property at the corner of Magnolia Drive and Cielo Vista Drive where the station was to be located. BCI had provided some preliminary Site Concepts in 2014 for this property. The Department of General Services, for Lexington Fayette Urban County Government, acted as the Contracting Agent, coordinating the efforts of the Consulting Team with the resources of the City. The Department of General Services and the Fire Department assisted in the collection of the much of the data and provided technical support for the development of this study. The study includes a review and assessment of the proposed site, development and verification of programmatic needs, and concepts for the future development of a Fire Station.

Currently, the Lexington Fire Department is in need of a new Fire Station in the Masterson Station area that better serves the residential population, both now and in the future as this area continues to develop. At this time, a large senior living facility is being built at the corner of Citation Boulevard and Magnolia Drive. Citation Boulevard is also being expanded and widened which will increase traffic, development, and the need for a new Fire Station in this area.

The location the City has chosen for the development of this Fire Station gives quick access to both the main residential areas of Masterson Station, and the business and commercial developments due in large part to the expansion of Citation Boulevard which will help to better serve the citizens of Lexington, Kentucky.



II. PROGRAMMING AND FACILITY DESIGN

FACILITY NEEDS

As part of the Programming Exercise, the Fire Department worked with the Consulting Team to identify the needs for the facility. A Building Program lists all of the rooms and spaces required for the facility and the supporting functions for the Fire Department, such as, Apparatus Bays, Day Room, Laundry, Administration, Kitchen and Dining for the facility. The program also includes estimates of the space requirements for these areas and the requirements for corridors and walls. The total area of the program is intended to portray the area of the constructed facility. This area will be used to estimate the potential construction costs, using figures based on recent experience with similar types of projects.

The Consultant Team created a Model Building Program based on the information gathered from the meetings with the Fire Department and the experience of the Consultant Team. The program includes all of the needed spaces and support spaces with their areas tabulated for the entire facility.

This model program was reviewed with City officials and Fire Department staff, and is as follows:

Area	Description	Qty.	Sq. Ft.	Total Sq. Ft.
Apparatus				
	Equipment Bays	2	1,400	2,800
	Gear Room	1	450	450
	Tool Room	1	120	120
	Decon/Laundry	1	120	120
	Hose Tower	1	250	250
	General Storage	1	150	150
	Restroom	1	75	75
			Sub Total	3,965
District Major/EC Dorm				
	Office	1	120	120
	Bedroom	1	150	150
	Restroom	1	95	95
			Sub Total	365
Staff Support				
	Watch Office	1	150	150
	Company Officer's Office	1	180	180
	Wellness	1	465	465
			Sub Total	795
Private				
	Day Room	1	350	350
	Bunk Room	1	1,000	1,000
	Common Locker Area	1	400	400
	Gender Neutral Restroom	1	300	300
	Gender Neutral Restroom	2	95	190
	Kitchen/Dining	1	600	600
	Laundry	1	70	70
			Sub Total	2,910
Lobby				
	Vestibule	1	100	100
	Public Restroom	1	75	75
	Mechanical	1	250	250
	Electrical	1	200	200
	Antennae Room	1	60	60
	IT/MDF Room	1	100	100
			Sub Total	785
Grossing Factor				
	Circulation		15%	1,323
	Wall Structure		10%	882
			Sub Total	2,205
Total Square Footage for the Facility				11,025

CONCEPTUAL BUILDING DESIGN

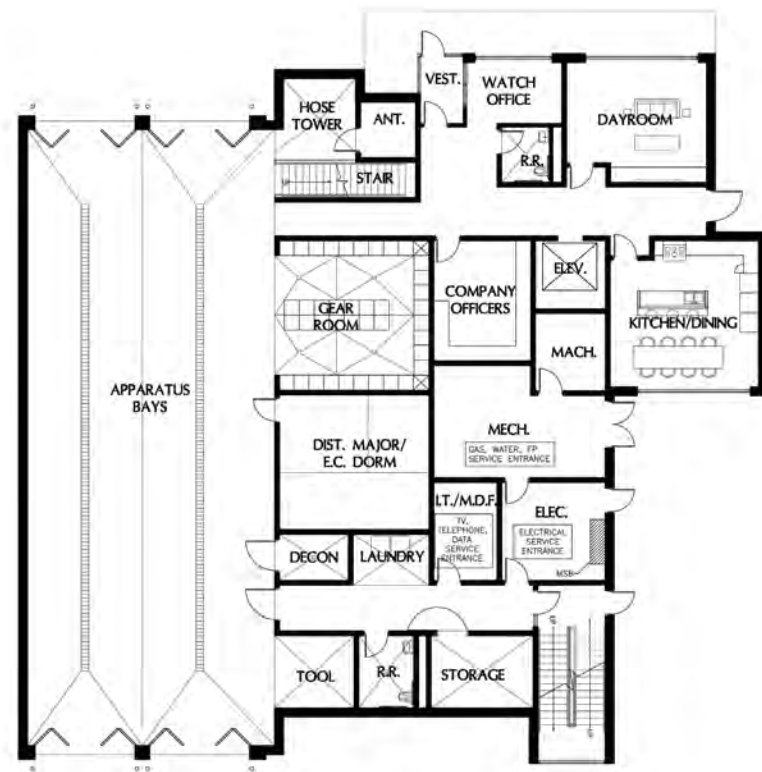
The Consultant Team studied the potential site identified by the City and created multiple building alternatives. It was apparent, the Two Story Concept with a smaller footprint would work well on the proposed site, given the topography and the rock information provided by the preliminary Geotechnical Exploration Report. The following pages show the representative Two Story Floor Plan based on this information. This plan was created to assist in the development of the Site Concept and the accompanying Opinion of Probable Cost. It was also used to provide verification of the building program and to allow the City to have a guide for moving forward with the purchase of the property and budget development.

The Fire Station is located facing Magnolia Drive with access to Magnolia Drive and two side roads, Estrella Drive and Cielo Vista Drive. The apparatus bays have direct access onto Magnolia Drive and also have access from Estrella Drive. The Two Story Concept consists of the primary daily use functions of the Fire Station located on the first floor, such as, the administrative offices, kitchen, day room, apparatus bays, and mechanical support spaces. The second floor contains the private functions, such as, the locker room, bunk room, and restroom facilities.

Supporting facilities and systems will be designed to accommodate the space requirements for the facility. Equipment and systems will be monitored and designed for current code and industry standards. The security, life safety, mechanical, and electrical systems will all be current technologies. The extent of the systems will be determined during the design process based on first cost and life cycle cost analysis.

Building materials will be concrete block walls with masonry veneers. Recognizing that this facility is a fire station and a public building in a residential community, the design will need to reflect the nature of the entity that constructed and operates it. The facility will take into account, the fact, there is a senior living facility to the east of the fire station, as well as residential units flanking the north, the west, and the south sides of the facility.

Concept 2 - Two Story



First Floor Plan
1/8" = 1'-0"



Second Floor Plan
1/8" = 1'-0"

Gross Square Footage: 11,050 s.f.

LEXINGTON FIRE STATION NO. 24
LEXINGTON, KENTUCKY



Sept. 25, 2015



III. SITE IMPROVEMENT ANALYSIS

INTRODUCTION

The project began with a Kick-Off Meeting on August 24, 2015, where Mr. Carroll and Mr. Chambers met with the General Services Staff and Lexington Fire Department Staff to discuss the proposed site and geotechnical exploration results. It became apparent that one of the critical issues for this project would be the rock excavation required for this property.

The site's topography and drainage conditions were also assessed and determined to be a critical piece in the potential development of this property. The goal was to provide a Fire Department facility that would minimize the rock excavation, but also accommodate the grading requirements needed for fire apparatus vehicle access to and from the property.

The site is located on the northwest side of the City of Lexington. Currently, the site is in a newly developed area of Masterson Station located on Magnolia Drive. To the north is Estrella Drive, and to the south is Cielo Vista Drive.

At this stage of the design process, field surveying was not completed for the existing conditions for this property. However, Brandstetter Carroll was provided electronic files from EA Partners indicating the proposed subdivision layout, sanitary sewer, and storm sewer utilities for this new development and property.

PROPOSED SITE IMPROVEMENTS

The proposed improvements for the building will require a full complement of site utilities, and associated parking and access improvements. The current site is undeveloped at this time, however, there are plans by the Developer to have utilities available, so that future development can tie into these utilities. The current concept provides parking on the west side of the building for Fire Department staff. There is also parking available on the north side for additional staff parking.

The public access would be provided at the east side of the building providing accessible and non-accessible spaces for the public for pedestrian access. Since this facility will be located in a residential area, there will be pedestrian access walks along the north, east, and south sides of the building. The proposed site also provides for a vehicular connection to Magnolia Drive to the east, Cielo Vista Drive to the south, and Estrella Drive to the north.

The proposed building will be served by a new sanitary sewer connection to the sanitary line located on the north side of Estrella Drive. A new sewer tap will be constructed.

There are proposed storm sewer connections located on multiple sides of the proposed facility and should not be of a major concern. Currently, the storm sewer developed and proposed in this area has a large detention basin that has been provided for all street and surface runoff for the entire development. The Fire Department site may require some on-site detention or on-site storage, but is beyond the scope of this study. This will be reviewed and developed during the design process.

The Consultant Team also discussed and reviewed with the Developer, Mr. Jim Baker of New South Properties, the proposed utility locations for water, gas, telecommunications, cable, and electric.

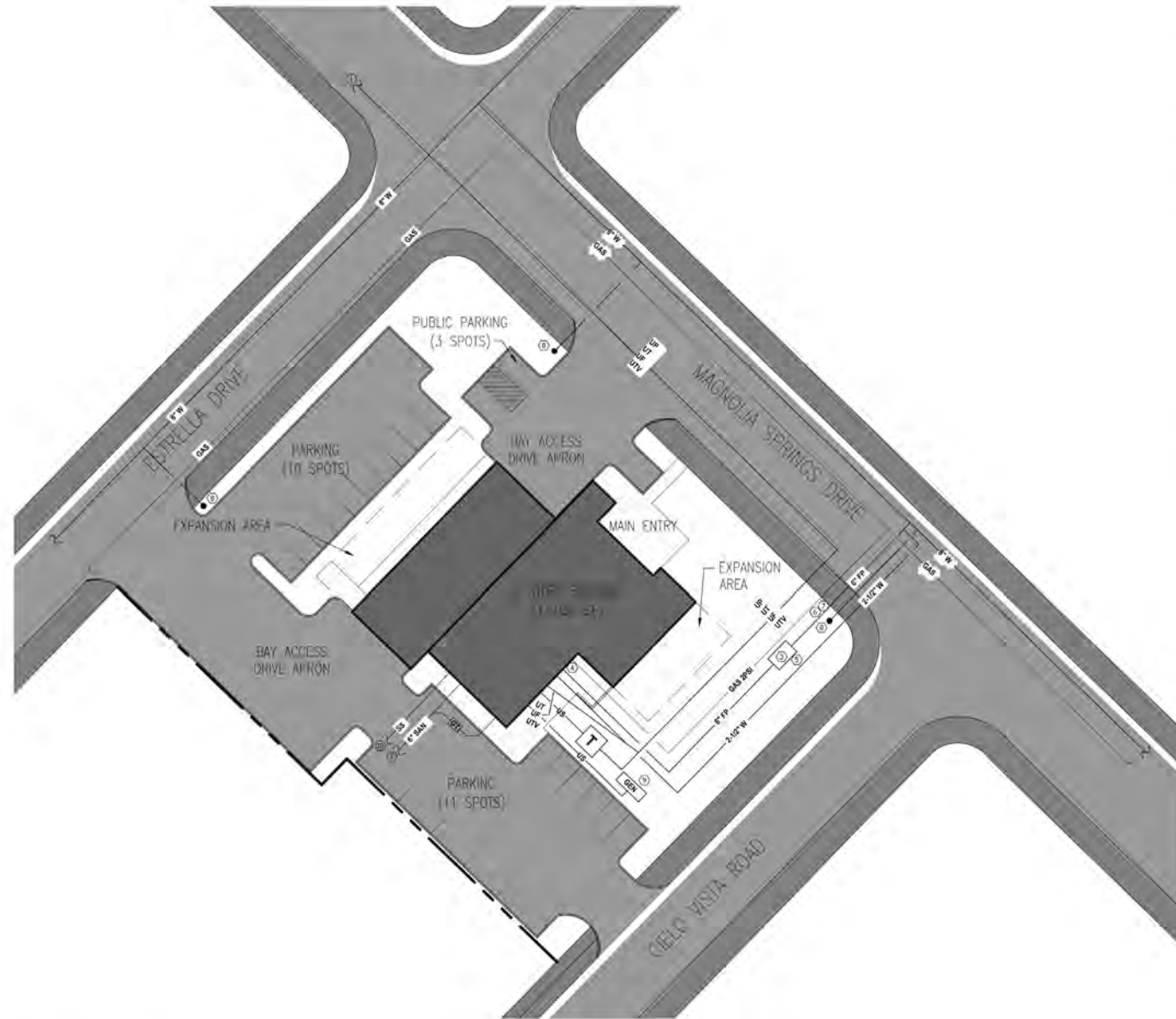
Columbia Gas, currently has a gas main that serves the Masterson Station Subdivision termination at Skyview Lane. In discussion with the Developer, Mr. Baker, it was determined that Columbia Gas will be extending their gas main from Skyview Lane over to Citation Boulevard. This will provide the proposed Fire Station adequate gas service on the east side of the property, along Magnolia Drive. The proposed load for the facility, estimated by the Consultant Team, would be met by the new gas main extension.

Domestic water and fire protection will be provided by Kentucky American Water. Both services will be accessible to the existing water service located on Magnolia Drive. Currently, a 12" line serves the Senior Living Facility, however, there will be at minimum an 8" water line that serves the proposed Fire Station development. The Consultant Team has estimated the water load and estimated the fire service which both can be met by the proposed waterline.

The electric service for the proposed building will be provided by Kentucky Utilities from the existing electrical service on Lucille Drive. The project site will require three phase electric which will be brought from Lucille Drive and heading south on Magnolia Drive to the proposed Fire Station property. The underground primary service will then culminate at a pad mounted transformer located on the Fire Station property. There will be a need for a generator to allow for a fully functioning Fire Station in the event of an emergency or power failure.

The telecommunications and cable utilities will follow the similar routing of Kentucky Utilities. The need for City fiber to this facility will not be provided at this time.

Site Concept 2 - Two Story



Site Plan
1" = 20'-0"

- POWER COMPANY - KU
- TELEVISION COMPANY - TWC
- TELEPHONE COMPANY - WINDSTREAM
- GAS COMPANY - COLUMBIA GAS
- WATER COMPANY - KENTUCKY AMERICAN WATER

LEGEND

- UNDERGROUND SECONDARY - US
- UNDERGROUND POWER - UP
- UNDERGROUND TELEPHONE - UT
- UNDERGROUND FIBER - UF
- UNDERGROUND CABLE - UTV
- FIRE PROTECTION SERVICE - FP
- WATER SERVICE - W
- SANITARY SERVICE - SAN
- TRANSFORMER WITH PAD - T
- GENERATOR - GEN

SHEET NOTES ◻

1. EXTEND UNDERGROUND POWER FROM NORTH SIDE OF LUCILLE WINDSTREAM AND TWC LIKELY TO FOLLOW KU ROUTE
2. EXTEND SANITARY TO EXISTING SANITARY INFRASTRUCTURE ALREADY IN PLACE
3. NEW DOMESTIC WATER AND FP VAULT
4. NEW GAS METER SETTING AND METER BY GAS COMPANY
5. NEW FIRE DEPARTMENT CONNECTION (FDC)
6. DOMESTIC WATER METER
7. POST INDICATOR VALVE (PIV)
8. FIRE HYDRANT
9. GENERATOR
10. EXTEND STORM TO EXISTING STORM SEWER INFRASTRUCTURE ALREADY IN PLACE

Gross Square Footage: 11,050 s.f.



Sept. 25, 2015



IV. OPINION OF PROBABLE COST

CONSTRUCTION COST ESTIMATE

The building construction cost is based on the building area identified in the building program multiplied by an estimated square foot cost. The Consultant Team has identified construction cost for fire department facilities in the Lexington and surrounding areas. The figures shown and included in this study account for site construction costs, which, for the study, is identified as a separate item. A line item cost estimate of the major construction components by the area method is as follows:

	Quantity	Unit	Cost	Total	Subtotal
Building Construction Cost					\$2,240,831
General Construction	11,025	SF	\$125.00	\$1,378,125	
Fire Protection Construction (including Site Utilities)	11,025	SF	\$4.00	\$44,100	
Plumbing Construction	11,025	SF	\$16.50	\$181,913	
HVAC Construction	11,025	SF	\$25.00	\$275,625	
Electrical Construction	11,025	SF	\$17.00	\$187,425	
Communications	11,025	SF	\$2.25	\$24,806	
Electronic Safety and Security	11,025	SF	\$2.50	\$27,563	
General Requirements and Conditions	11,025	SF	\$11.00	\$121,275	
Site Improvement Costs					\$597,600
Site Utilities	1	LS	\$235,000	\$235,000	
Site Earthwork	1	LS	\$50,000	\$50,000	
Rock Cut and Trenching	1	LS	\$153,600	\$153,600	
Site Improvements	1	LS	\$159,000	\$159,000	
Contingency and Soft Costs					\$500,765
BUILDING CONSTRUCTION COST TOTAL					\$2,838,431
(Building Construction Cost Total = Site Improvement Costs + Contingency + Soft Costs)					

OWNER COSTS AND FEES

The Owner costs are costs that are outside the construction costs associated with a project, such as property purchase and printing costs. The fees are costs for professional services such as Architectural and Engineering, legal, permits, testing, inspections, and topographic survey.

OWNER COSTS AND PROFESSIONAL FEES	\$484,473
------------------------------------------	------------------

TOTAL PROJECT COST

The Total Project Cost is the total cost of a project, including the construction cost, owner costs, and professional services fees.

TOTAL PROJECT COST	\$3,823,669
ROUND-UP	\$3,900,000

COST CONSIDERATIONS

Since the Opinion of Probable Cost was developed, the Replacement Fire Station #2 for the City has bid. The bid results showed the square footage cost to be considerably higher at \$312 per square foot which is a 37% cost increase. Due to this overage, due in large part to market conditions, the City should consider the construction cost and Owner costs for this facility will follow these trends. Therefore, if the project was bid today, in these conditions, the costs would be as follows:

Construction Costs (@37% increase)	\$3,069,938
Site Improvement Costs (@37% increase)	\$818,712
Contingency & Soft Costs (@37% increase)	\$686,049
Owner & Professional Services Fees (@37% increase)	\$663,728
TOTAL PROJECT COST (@37% increase)	\$5,238,427
ROUND UP	\$5,240,000

If the city elects to fund the project in later fiscal years, the city should consider an annual construction inflation rate of 6%. A quick summary of a 5 and 10 year outlook is provided for consideration:

Total Project Cost @ 5 Years (assuming construction inflation of 6%)	\$7,012,302
ROUND UP	\$7,025,000
Total Project Costs @ 10 years (assuming construction inflation of 6%)	\$9,384,041
ROUND UP	\$9,400,000

V. CONCLUSION

In summary, the final conclusions of this study are as follows:

1. A new Fire Station is needed for the Masterson Station area. The station will be needed immediately to serve the current and future development in the Masterson Station area.
2. The proposed site, as reviewed by the City and Consultant Team, will be conducive to developing a Fire Station at this location.
3. The building should contain approximately 11,025 s.f. of gross building area.
4. The total project cost, including fees and contingency, is approximately \$3,900,000.



Geotechnical Engineers and Geologists

**Geotechnical Engineering
Exploration**

**Project:
Lexington Fayette Urban County Government
Fire Station 24 (Greendale Hills)
Preliminary Geotechnical Report
Lexington, Kentucky**

**Prepared for:
Lexington Fayette Urban County Government**

August 7, 2015

Providing Geotechnical Engineering • Forensic • Geologic • Special Inspection • Materials Testing Services



August 7, 2015

Joyce Thomas
Lexington-Fayette Urban County Government (LFUCG)
200 East Main Street
Lexington, KY 40507

**RE: Report of Preliminary Geotechnical Exploration
LFUCG Fire Station 24, Phase 1
Lexington, Kentucky
L.E. Gregg Project Number: 2015041**

Mrs. Thomas,

L.E. Gregg Associates is pleased to present our report for the preliminary geotechnical exploration performed at the above referenced site. The attached report presents a review of the project information provided to us, a description of the site and subsurface conditions encountered, as well as any foundation and earthwork recommendations for the proposed project. This study was performed on July 28th, 2015.

Unless prior arrangements are made, any remaining soil samples will be discarded shortly after the issue date of this report. Rock cores will be retained for a period of 12 months and then discarded.

We appreciate the opportunity to assist you on this project. If we can be of further service on this or other projects, please contact us.

Respectfully,

L.E. GREGG ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Steven Mortimer'.

Steven Mortimer, EIT
Project Engineer

A handwritten signature in blue ink, appearing to read 'Jason Ainslie'.

Jason Ainslie, P.E.
President

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1.0 INTRODUCTION

1.1 PURPOSE OF EXPLORATION

The purpose of this exploration was to determine the general subsurface conditions existing at the project sites through a program of controlled drilling, sampling, and testing; and to provide these findings to the design team in order to aid in the design and placement of the structure. The purpose and scope of services were based on the RFP from LFUCG, provided by Joyce Thomas on June 26, 2015, and outlined in L.E. Gregg proposal P15-052 dated June 30, 2015. More specifically, the objectives are to determine the textures, thicknesses, consistencies and general physical properties of the soil strata encountered at the boring locations, along with the depths to and elevations of the underlying bedrock surface beneath the proposed structure and the general geologic conditions existing at the site. We will also determine the detailed characteristics of the underlying bedrock if rock is encountered at a depth where it may be considered an economical choice as the bearing medium and determine the existing surface and subsurface water conditions at the site and their relation to design, construction, and service of the proposed project.

2.0 PROJECT INFORMATION

2.1 BACKGROUND INFORMATION

Project information was provided in a request for proposal to L.E. Gregg Associates from Joyce Thomas of LFUCG. The proposed project is for the construction of a new fire station, Fire Station #24, in the Greendale Hills development in Lexington, Kentucky. The proposed site is bordered by Magnolia Springs Drive, Estrella Drive, and Cielo Vista Road and is currently undeveloped.

2.2 SITE SURFACE CONDITIONS

The site is approximately 50,000 ft² and is located in the Greendale Hills development in Lexington, Kentucky. Historically, the area has been used for agriculture. It has only been developed into residential housing lots within the last ten years. The proposed site consists of eight lots, 80 thru 83 and 90 thru 93, off of Magnolia Springs Drive. At the time of drilling the area was sparsely covered in grasses and weeds. There were no areas of ponding water visible, however; there were several areas of soft saturated soils at the surface. The center of the site is relatively flat and higher in elevation than the surrounding roads and the edges of the property generally slope down towards the surrounding roads. A rock outcropping is visible at the front of the property along Magnolia Springs Drive. The start of the outcropping is approximately 40 feet from Magnolia Springs Drive. We were informed by a developer that the surrounding roads had to have bedrock removed by blasting before construction.

2.3 SITE GEOLOGY

Geologic information was referenced from the Geologic Map of the Lexington West Quadrangle, Fayette and Scott Counties, Kentucky, 1967. Rocks underlying the site are middle Ordovician and are classified as the Tanglewood Limestone Member belonging to the Lexington Limestone Formation. The Tanglewood Limestone Member in the area of the site is composed of limestone, medium-gray to medium-brownish-gray, fine to medium grained. Some beds are very coarse grained. Karst potential in the area of the site and surrounding region is very high. There are several sinkholes approximately 500 feet south of the site. It should be noted that sinks are common in this region and that caverns can extend laterally and may be unobserved from the ground surface. No faults are observed in the vicinity of the area.

2.4 LABORATORY TESTING

The recovered soil samples were transported to L.E. Gregg's laboratory. Natural moisture content determinations, atterberg limits, sieve analysis, standard proctor analysis, California Bearing Ratio analysis, and visual classifications were conducted in general accordance with the American Society of Testing and Materials (ASTM) practices and standards.

3.0 EXPLORATION FINDINGS

3.1 SUBSURFACE CONDITIONS

General

Field testing procedures were performed in general accordance with ASTM practices, procedures, and standards.

Soil Conditions

The geotechnical exploration consisted of six (6) soil test borings, labeled B-1 thru B-6, which were laid out evenly across the site and extended to refusal depth. The boring locations were established in the field by L.E. Gregg and were surveyed by AGE Engineering.

The following subsurface descriptions are of a generalized nature in order to highlight the subsurface stratification features and material characteristics at the boring locations. The boring logs included in Appendix B of this report should be reviewed for specific information at each boring location. Information on actual subsurface conditions exists only at the specific boring locations and is relevant only to the time period that this exploration was performed. Variations may occur and should be expected at the site.

The subsurface conditions are described as follows:

Fill materials were encountered in every boring from the surface to refusal depths. This material was placed as engineered fill and tested/monitored by L.E. Gregg. The material is generally a lean clay (CL) with silt. The material obtained for the bulk sample is fat clay (CH) and was just over the dividing line for lean clays. Atterberg limits were performed on two samples, one bulk sample taken from the approximate center of the site and an SPT sample taken from boring B-3 at 1.5-3.0 ft. The bulk sample had a liquid limit (LL) of 55, and plastic limit (PL) of 23, and a plasticity index (PI) of 32. The sample from B-3 had a LL of 46, PL of 22, and a PI of 24. The materials vary from light brown or tan with gray mottling and light brown or reddish brown with dark mineral stains. Some borings exhibited trace organics. The materials vary in consistency from firm to very stiff and moist. The Standard Penetration Test (SPT) “N”-values in the fill materials ranged from 6 to 21 bpf. Moisture contents ranged from 19.7 to 34.2 percent.

The results for the soil test borings are summarized in Table 1

Table 1 – Summary of Drilling Depths

Boring	Refusal Depth (ft.)	*Elevation (ft.)	Refusal Elevation (ft.)	Northing	Easting
B-1	2.5	949.93	947.43	216504.03	1558340.72
B-2	4.5	952.76	948.26	216446.33	1558288.50
B-3	4.2	952.50	948.30	216395.26	1558239.59
B-4	8.5	955.62	947.12	216324.34	1558311.51
B-5	8.1	954.14	946.04	216378.70	1558360.20
B-6	**1.7-3.5	953.01	951.31-949.51	216434.68	1558413.70

*** Elevations were established by AGE Engineering using KY North Zone (NAD 83) horizontal and NVGD 88 vertical**

**** Boring B-6 was offset multiple times to verify refusal depth.**

Rock Conditions

Refusal was met in all borings at depths ranging from 1.7 to 8.5 feet. Boring B-6 encountered refusal at 1.7 feet initially. We then placed offsets at 3 and 6 feet southwest and encountered refusal at 1.7 and 2.1 ft. respectively. Another offset was placed at approximately 6.5 ft. northwest and encountered refusal at 3.5 ft. A rock outcropping is visible approximately 40 ft. from Magnolia Springs Drive. Boring B-1 was near this outcropping and a ten foot rock core was taken in order to characterize the bedrock conditions at the site.

The core material is limestone, light to medium gray in color, medium grained, medium bedded, fossiliferous, and has areas that appear to be bioclastic in nature. The core had recoveries (REC) of 100% for each run and rock quality designations (RQD) of 42 and 50%, which indicates continuous bedrock of poor to fair quality.

Table 2 – Summary of Coring Data

Boring	Depth (ft.)	Recovery % (REC)	Rock Quality Designation % (RQD)
B-1	2.5-7.5	100	42
B-1	7.5-12.5	100	50



Figure 1: Rock outcropping along front of site

Water Conditions

Water was not found in any borings during drilling. There were several areas of saturated surface soils from recent rains, however; no areas of standing water were observed. Surface water should flow towards the surrounding streets.



Figure 2: Saturated surface soils

3.2 SEISMIC SITE CLASSIFICATION

The Kentucky Building Code (current edition) and the USGS seismic design website were reviewed to determine the Seismic Site Classification for the site based on the following coordinates, 38.09398°N, 84.53533°W. Based on review of geologic data, previous experience with similar projects, and the subsurface conditions encountered on the Phase I drilling, a preliminary **SEISMIC SITE CLASS "B"** would be recommended for any foundations bearing directly on rock or on soil that lies within 10 feet of the bedrock surface. We have assumed a Risk Category of IV due to the intended use of the site as a Fire Station. If the final bearing elevations of any soil bearing foundations are greater than 10 feet from the bedrock surface, a seismic site class of C would be required. The Phase II drilling results will determine the final recommendation for seismic site class. A detailed report of the seismic data is included in Appendix D.

Furthermore, using a Site Classification of **B**, we recommend the use of spectral response acceleration coefficients as follows:

0.2 second period: $S_S = 0.186g$ and Soil Factor = 1.0

1.0 second period: $S_I = 0.091g$ and Soil Factor = 1.0

The design spectral response acceleration factors are as follows:

$S_{DS} = 0.124$

$S_{DI} = 0.061$

4.0 GEOTECHNICAL RECOMMENDATIONS

4.1 GEOTECHNICAL CONSIDERATIONS

General

Based on the provided information, the subsurface conditions encountered and past experience with similar projects, the site is suitable for the proposed development provided the following considerations are addressed. These considerations are briefly summarized below.

Silty Soils

The site soils contain silty clays which are prone to degradation with changing moisture conditions and/or under heavy traffic. Care should be taken during construction to limit traffic based on these conditions.

High Plasticity Clays

The sample obtained for the bulk sample was classified as a fat clay (CH). Atterberg limits testing indicate a LL of 55 and a PI of 32 for this sample, which puts it just over the dividing line for lean and fat clays. While not obtained within the SPT samples, these materials are common

in the area and present a risk. Fat clays are known for their high plasticity characteristics. These soils are subject to high volume changes with fluctuations in moisture content, which could cause significant structural issues. The soils are also known to have strength loss with increases in moisture content.

Shallow Bedrock

Auger refusal was encountered at depths less than 10 feet in all borings and at depths of less than 5 feet in four borings. Bedrock removal should be expected based on final grading and building orientation. Removal will likely require hoe ramming or blasting.

Ground Water or Free Water

Water was not encountered in any of the borings or on the ground surface at the time of drilling. Several areas of saturated surface soils were encountered. If similar areas are encountered during construction they can be remediated as needed. The available geological information and past experience with similar projects indicates that it is possible that during construction ground water could be encountered. Ground water and/or free water encroaching upon construction excavations should be removed by placing a sump near the source of seepage and then pumping from the sump. Should heavy seepage or ponding of water occur, then L.E. Gregg should be contacted.

Site Drainage

Positive site drainage and adequate subgrade drainage are critical for performance of the proposed foundations. Large quantities of water should not be allowed to accumulate on the site.

Karst Potential

Karst potential in the location of the site is in a high risk area, therefore; close attention should be given during the construction process to identify possible karst features or surface movement. Adequate drainage to minimize water infiltration into the subsurface during and after construction should be provided to lessen the risk of damage due to karst activity during construction. Any significant solution features or dropouts encountered during construction will require remediation and will need to be evaluated on a case-by-case basis. A sinkhole could be repaired by excavating the material to find the throat, then lining the excavation with a filter fabric, and backfilling with crushed aggregate, however; L.E. Gregg should be contacted to provide specific recommendations for remediation of any encountered karst features.

4.2 PAVEMENT RECOMMENDATIONS

An assumed California Bearing Ratio (CBR) value of 3.0% was used with the assumptions below in Table 3 for the pavement design. The American Concrete Pavement Association's WinPas 12

software was utilized to evaluate the pavement design and is based on the American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures (1993).

Table 3 – Pavement Design Assumptions

Design Life	20 years
Reliability	95%
Subgrade Resilient Modulus	5,000 psi
Drainage Coefficient	1.0
Growth Potential	2 %
Standard Deviation	0.49
Initial Serviceability (Asphalt, Concrete)	4.5, 4.0
Terminal Serviceability	2.5
Asphalt Wearing Surface, layer coefficient	0.44
Asphalt Base Surface, layer coefficient	0.40
Dense Graded Aggregate Base, layer coefficient	0.14
Typical Pumper Fire Truck	20 kips front 27 kips rear
Typical Tanker Fire Truck	23 kips front 58 kips rear
Concrete Design Strength	4,000 psi Compressive 650 psi Flexural

The client has indicated that the fire station will likely have approximately four fire vehicles consisting of a pumper, a tanker, and some smaller rescue vehicles. We contacted the vehicle manufacturers for the axle weights of similar vehicles and used this in our design process. **We have assumed that the pumper and tanker will make approximately five (5) passes per day. If this information differs from this assumption, that information should be submitted to L.E. Gregg to determine if design assumptions need to be modified.** Based on the assumed traffic and design parameters and previous experience with similar projects, the following pavement sections shown in Table 4 and 5 are recommended. The heavy duty section should be used for all areas that will receive traffic from the fire trucks and the light duty section can be used for areas that will only receive traffic from passenger cars/trucks (parking).

Table 4 – Flexible Pavement Design

Component	Heavy Duty Thickness (in.)	Light Duty Thickness (in.)
Surface Course	2.0	1.0
Asphalt Base Course	3.0	3.0
Base Material (DGA)	14.0	8.0

Rigid Pavement

If a rigid concrete pavement is chosen, then we recommend an 8 inch concrete section with a 6 inch DGA base. Based on the assumed traffic and design parameters and previous experience with similar projects, the following pavement section shown in Table 5 is recommended.

Table 5 – Heavy Duty Concrete Pavement Design

Component	Thickness (in.)
Concrete	8
Dense Graded Aggregate (DGA)	6

Prior to placing the crushed stone base for the rigid pavement, the area should be proofrolled and observed by L.E. Gregg. It is recommended that the concrete pads be large enough to accommodate the entire length of a truck while loading or unloading. In addition, it is recommended that a thickened curb be constructed around the perimeter of the pads to reduce the potential for damage typically associated with overstressing of the pad edges.

Reinforcement for the rigid pavements should consist of a wire mesh or fiber-reinforced concrete. If wire mesh is utilized, the mesh should be located in the middle third of the rigid pavement. It is recommended that control joints be placed at 15-foot intervals each way in the apron and pad areas. These control joints should be filled with a fuel resistant seal to prevent intrusion of liquids into the subgrade.

4.3 CONCLUSIONS

There were no soft or saturated soils encountered with depth. The fill materials appear to be well placed. Some areas of borderline fat clays were encountered. These fill materials may be usable as a bearing surface or structural fill pending on the final drilling and testing results from Phase II. Rock was encountered at depths ranging from 1.7 to 8.5 feet. Depending on final building orientation and grading, bedrock conditions will likely be an issue. If soil bearing spread foundations are needed, areas of rock may need to be over excavated and engineered fill will need to be placed back up to bearing elevations. If rock bearing spread foundations are needed, this will likely still require rock excavation and some deeper foundations in certain areas. The foundations will need to bear on one type of material and the final choice of bearing material will depend on the Phase II drilling results, final location of the structure, and cost/benefit between the two options. Anticipated allowable bearing capacities for the fill materials are in the range of 2,000-2,500 psf and in the range of 8,000-12,000 psf for the bedrock.

5.0 BASIS FOR RECOMMENDATIONS

VARIATIONS

Since any general foundation or subsurface exploration can examine and report only that information which is obtained from the borings and samples taken there from, and since uniformity of subsurface conditions does not always exist, the following is recommended. If, during construction, any latent soil, bedrock, or water conditions are encountered that were not observed in the borings, contact L.E. Gregg so that the site may be inspected to identify any necessary modifications in the design or construction of the foundation.

OTHER INTERPRETATIONS

The conclusions and recommendations submitted in this report apply to the proposed project only. They are not applicable to on-site, subsequent construction, adjacent or nearby projects. In the event that conclusions or recommendations based on this report and relating to any other projects are made by others, such conclusions and recommendations are not the responsibility of L. E. Gregg Associates. The recommendations provided are based in part on project information provided to L.E. Gregg and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, the correct or additional information should be conveyed to L.E. Gregg for review.

It is recommended that this complete report be provided to the various design team members, the contractors and the project owner. Potential contractors should be informed of this report in the "instructions to bidders" section of the bid documents. The report should not be included or referenced in the actual contract documents.

STANDARD OF CARE

The services provided by L. E. Gregg Associates for this exploration have been performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one—not even you*—should apply the report for any purpose or project except the one originally contemplated.

Read the full report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when

it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the

report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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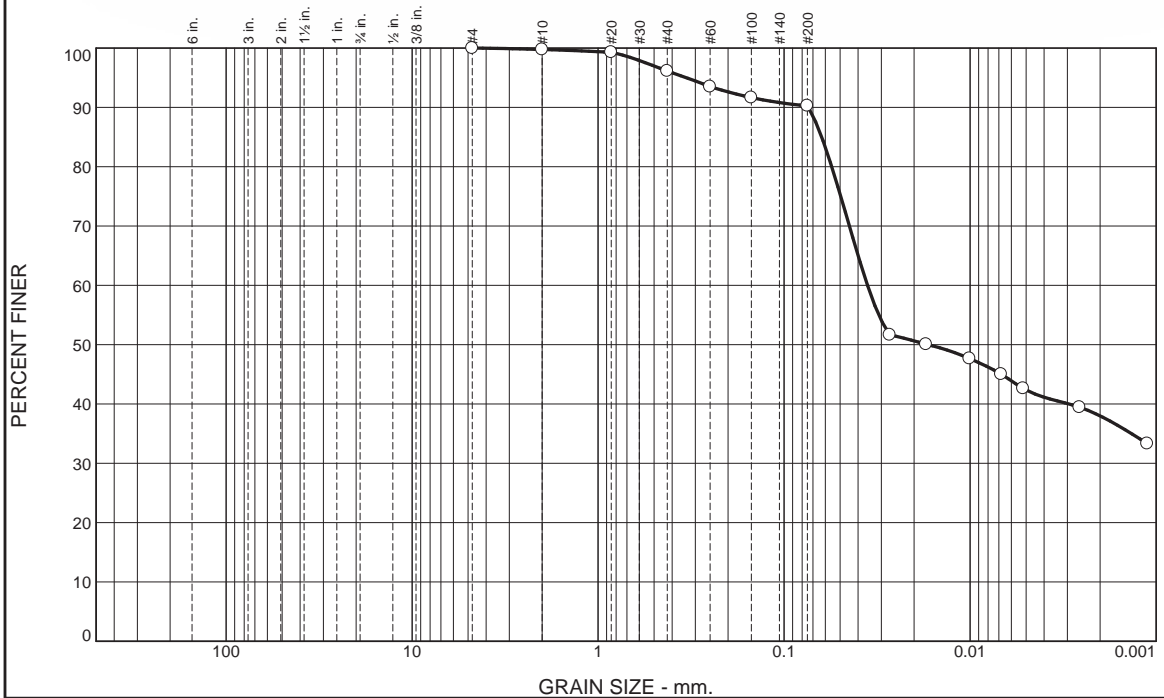
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APPENDIX A

Summary of Laboratory and Drilling Data

Providing Civil Geotechnical Engineering • Forensic • Geological • Materials Testing Services
Since 1957

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	3.7	5.8	47.9	42.4

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.8		
#20	99.3		
#40	96.1		
#60	93.5		
#100	91.7		
#200	90.3		

Material Description

Fat Clay

Atterberg Limits
 PL= 23 LL= 55 PI= 32

Classification
 USCS= CH AASHTO= A-7-6(32)

Remarks

Specific Gravity: 2.910

* (no specification provided)

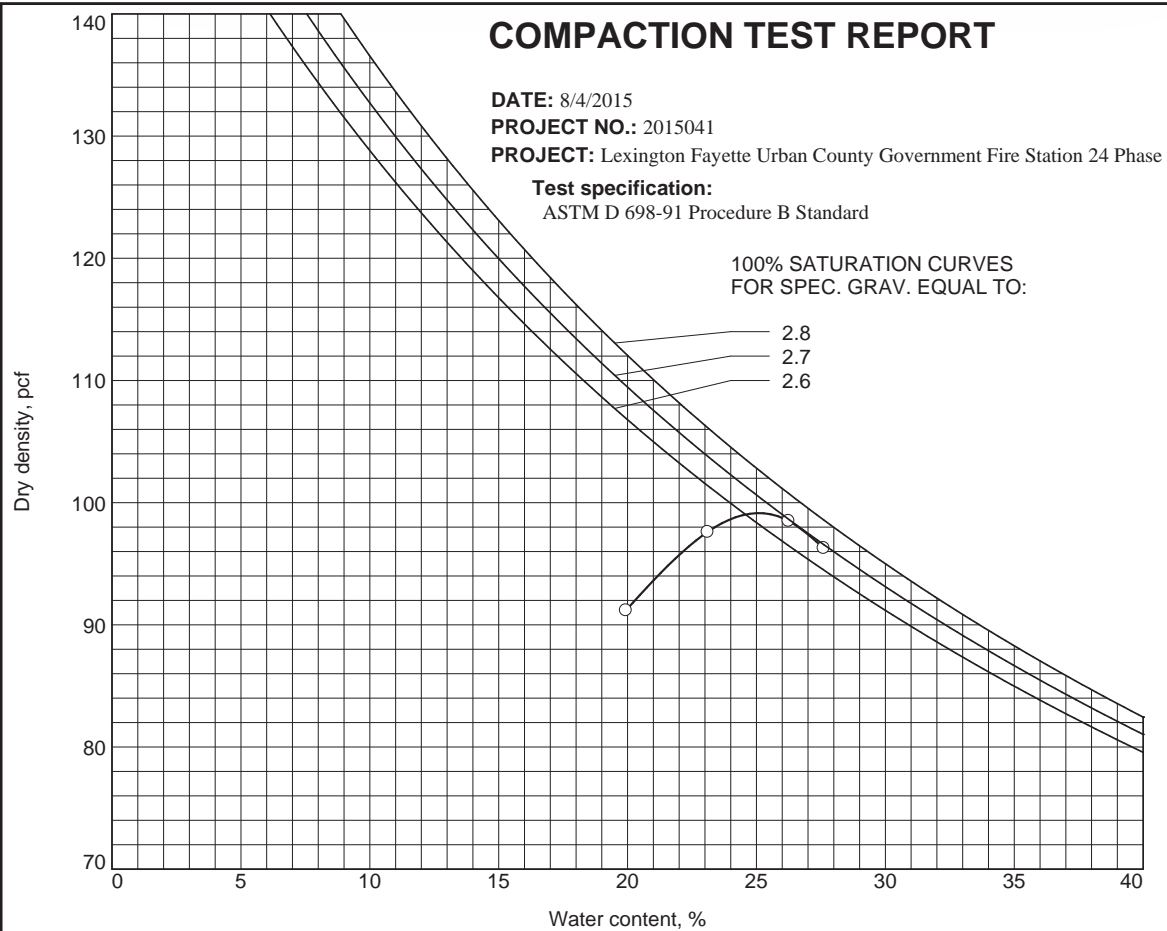
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 Sample Number: 19861

Date: 8/3/15

<p>GREGG LABORATORIES, INC.</p> <p style="text-align: center;">Lexington, Kentucky</p>	<p>Client: LFUCG Project: Lexington Fayette Urban County Government Fire Station 24 Phase 1 Project No: 2015041</p> <p style="text-align: right;">Figure</p>
------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMPACTION TEST REPORT

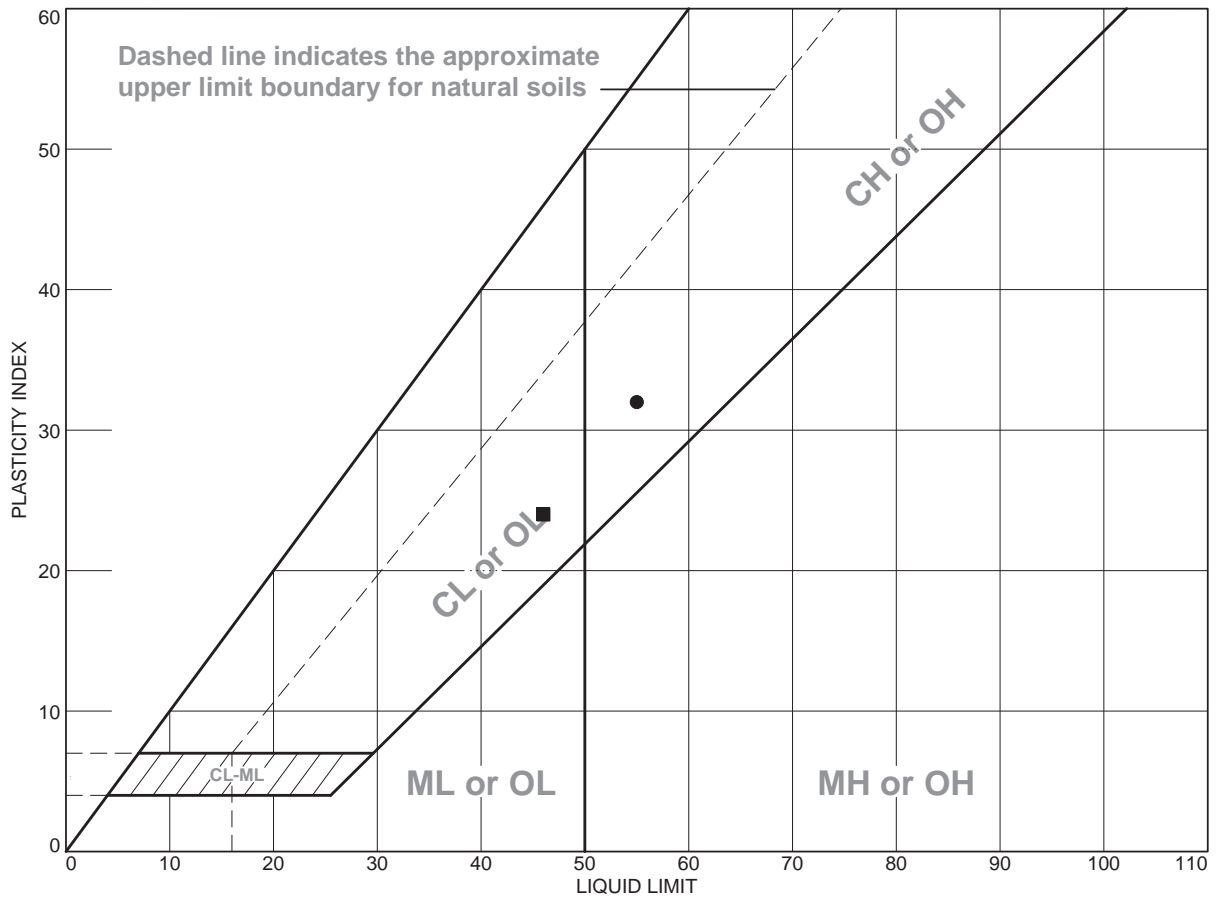
DATE: 8/4/2015
PROJECT NO.: 2015041
PROJECT: Lexington Fayette Urban County Government Fire Station 24 Phase
Test specification:
 ASTM D 698-91 Procedure B Standard



No.	LOCATION AND DESCRIPTION	REMARKS						
○ 19861	Location: Bulk Sample Sample Number: 19861 Fat Clay							
No.	USCS	LL	PI	NAT. MOIST.	OVERSIZE	%< No.200	MAX. DRY DEN.	OPT. MOIST.
○ 19861	CH	55	32	24.6	%>3/8 in.=0.0	90.3 %	99.1	25.1 %

GREGG LABORATORIES, INC. Figure

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Fat Clay	55	23	32	96.1	90.3	CH
■	Lean Clay	46	22	24			

Project No. 2015041 **Client:** LFUCG
Project: Lexington Fayette Urban County Government Fire Station 24 Phase 1

● **Location:** Bulk Sample **Sample Number:** 19861
 ■ **Location:** Boring B-3 (1.5-3.0) **Depth:** 1.5-3.0

GREGG LABORATORIES, INC.
 Lexington, Kentucky

Remarks:

























Figure

APPENDIX B

Logs of Borings








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KEY TO SYMBOLS AND DESCRIPTIONS

	GW	Well graded gravels, little or no fines
	GP	Poorly graded gravels, little or no fines
	GM	Silty gravels, sand and silt mixtures
	GC	Clayey gravels, sand and clay mixtures
	SW	Well graded sand, little or no fines
	SP	Poorly graded sand, little or no fines
	SM	Silty sands, sand and silt mixtures
	SC	Clayey sands, sand and clay mixtures
	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands silts and with slight plasticity
	CL	Inorganic clays with low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL	Organic silts and organic silty clay of low plasticity
	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silt soils, elastic silts
	CH	Inorganic clays of high plasticity, fat clays
	OH	Organic clays of medium to high plasticity, organic silts
	Topsoil	Usually top few inches of soil deposits and contains considerable amounts of organic matter
	Asphalt	Usually a black solid or semisolid mixture of bitumens mostly used in paving
	Fill	Soils that have been transported by man to their present location
	Limestone	Sedimentary rock consisting of predominantly of calcium carbonate
	Sandstone	Sedimentary rock consisting of sand with some cementitious material
	Siltstone	Fine grained rock of consolidated silt
	Shale	Fine grained sedimentary rock consisting of compacted clay, silt, or mud
	Coal	Natural black graphite like material formed from fossilized plants
	Limestone interbedded with Shale	Predominantly limestone interbedded with shale layers
	Weathered	Weathered rock

CONSISTANCY AND RELATIVE DENSITY CORRELATED WITH STANDARD PENETRATION TEST (SPT)			
SILT AND CLAY		SAND AND GRAVEL	
Relative Density	Blows Per Foot (BPF)	Relative Density	Blows Per Foot (BPF)
Very Soft	0 to 1	Very Loose	0 to 4
Soft	2 to 4	Loose	5 to 10
Firm	5 to 8	Firm	11 to 20
Stiff	9 to 15	Very Firm	21 to 30
Very Stiff	16 to 30	Dense	31 to 50
ROCK PROPERTIES			
RELATIVE HARDNESS OF ROCK			
Very Soft		Can be scratched by fingernail	
Soft		May be broken by fingers	
Medium		Corner and edges may be broken by fingers	
Moderately Hard		Moderate blow of hammer required to break sample	
Hard		Hard blow of hammer required to break sample	
Very Hard		Several hard blows of hammer required to break sample	
Rock Continuity (REC)		Rock Quality Designation (RQD)	
Core Recovery (%)	Description	RQD (%)	Classification
0 – 40	Incompetent	<25	Very Poor
40 – 70	Competent	25 – 50	Poor
70 – 90	Fairly Continuous	50 – 75	Fair
90 – 100	Continuous	75 – 90	Good
		90 – 100	Very Good

Estimated Moisture Condition Relative to Optimum	
Dry	Under 5% of Optimum
Slightly Moist	Minus 2% of Optimum
Moist	± 2% of Optimum
Very Moist	Plus 2% of Optimum
Wet	Over 5% of Optimum

Misc. and Soil Sampler Symbols			
N	Blows Per Foot (BPF)		Undisturbed Sample
% W	Percent Water		Standard Penetration Test (SPT)
RQD	Rock Quality Designation		Boring Location
REC	Rock Core Recovery		Water Table while Drilling
CLA	Classification of Combined Samples		Water Table after Drilling
	Rock Core (RC)		Bulk Sample (BK)



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PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 949.93
DRILLER: Geodrill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-1

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS					Rock Comp. Strength (psi)	
					Plastic Limit Water Content - ●	Liquid Limit Penetration - ▨	NM	PL	LL		N
949.93	0	Fill: Lean Clay, light brown with rock fragments			10	20	30	40	50		
944.93	5	Auger refusal at 2.5 ft. Begin first run of rock coring. Limestone, light to medium gray, medium grained, medium bedded, fossiliferous, bioclastic in some areas.		REC=100% RQD=42.0%							
939.93	10	Begin second run of rock coring.		REC=100% RQD=50.0%							
934.93	15	Rock coring terminated at 12.5 ft.									
929.93	20										
924.93	25										
919.93	30										
914.93	35										

Figure



PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 952.76
DRILLER: Geodrill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-2

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content -	Liquid Limit Penetration -	NM	PL	
952.76	0	Fill: Lean Clay with silt, light brown with dark mineral stains and trace organics, stiff, moist		1	29.5				11
				2	34.2				15
		Weathered rock							
947.76	5	Auger refusal at 4.5 ft.							
942.76	10								
937.76	15								
932.76	20								
927.76	25								
922.76	30								
917.76	35								

Figure



PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 952.50
DRILLER: Geodrill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☹ Dry **AFTER 24 HOURS:** ☹ **CAVING>** C

BORING No. B-3

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content -	Liquid Limit	NM	PL	
952.5	0	Fill: Lean Clay with silt, reddish brown with dark mineral stains and trace organics, firm to stiff, moist		1					8
				2			22	46	11
		Weathered rock							
947.5	5	Auger refusal at 4.2 ft.							
942.5	10								
937.5	15								
932.5	20								
927.5	25								
922.5	30								
917.5	35								

Figure



PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 955.62
DRILLER: Geodrill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-4

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)			
					Plastic Limit	Water Content -	Liquid Limit	Penetration -		NM	PL	LL
955.62	0	Fill: Lean Clay with silt, gray and tan mottled to light brown with dark mineral stains and trace organics, stiff to very stiff, moist		1	10-20	28	30	27.9				10
				2	10-20	28	30	22.6				21
950.62	5			3	10-20	28	30	27.9				12
		Weathered rock Auger refusal at 8.5 ft.										
945.62	10											
940.62	15											
935.62	20											
930.62	25											
925.62	30											
920.62	35											

Figure



PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 954.14
DRILLER: Geodrill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: Dry **AFTER 24 HOURS:** **CAVING>** C

BORING No. B-5

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit	Liquid Limit	NM	PL	
954.14	0	Fill: Lean Clay with silt, light brown and gray with dark mineral stains and trace organics, firm to very stiff, moist		1	25.9				6
				2	25.2				19
949.14	5			3	23.3				19
		Auger refusal at 8.1 ft.							
944.14	10								
939.14	15								
934.14	20								
929.14	25								
924.14	30								
919.14	35								


Figure



PROJECT: Lexington Fayette Urban County Government **PROJECT NO.:** 2015041
CLIENT: LFUCG **DATE:** 7/28/15
LOCATION: LFUCG Fire Station 24 **ELEVATION:** 953.01
DRILLER: Geodrigill **LOGGED BY:** SEM
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-6

This information pertains only to this boring and should not be interpreted as being indicative of the site.

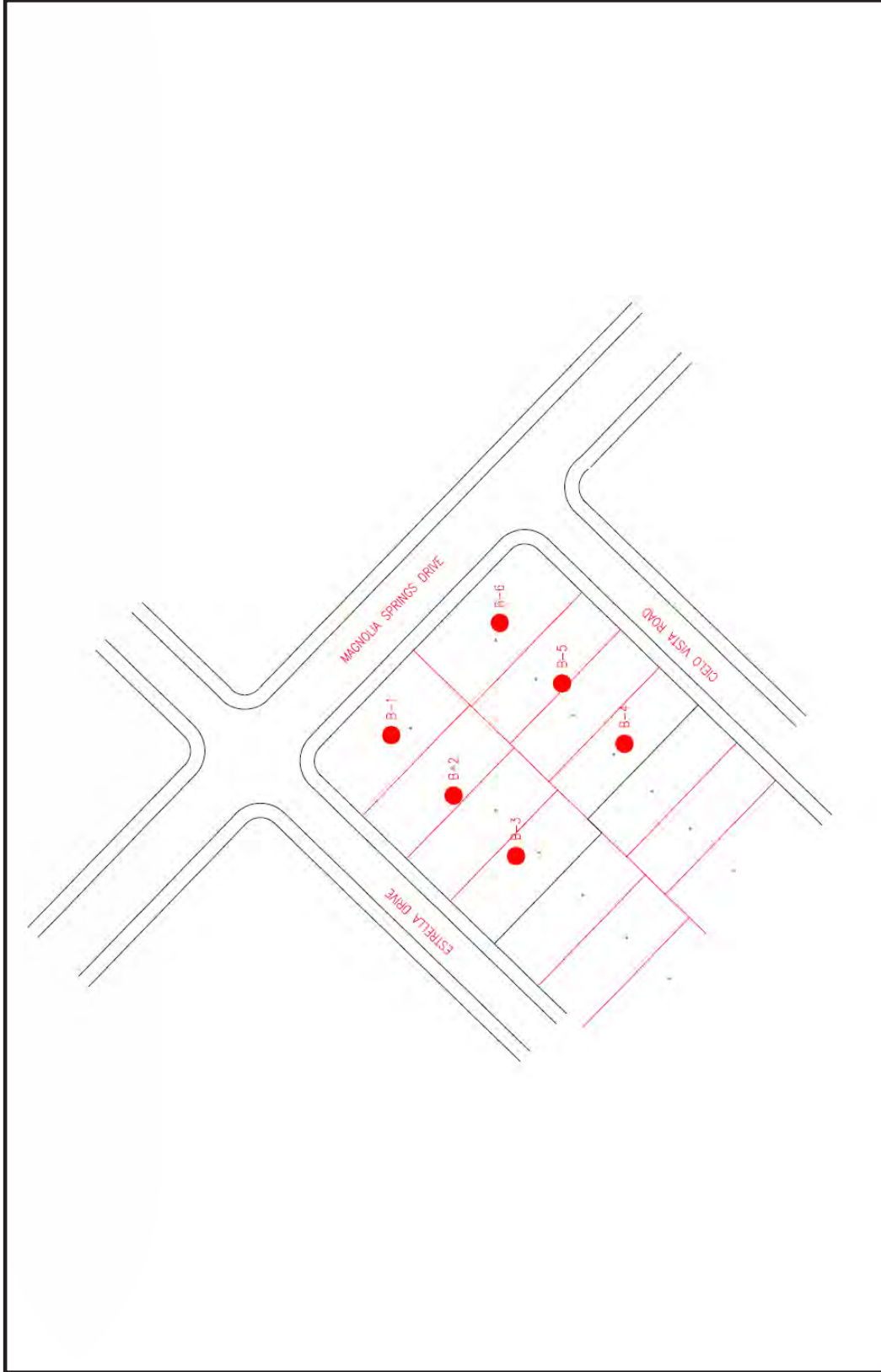
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)				
					Plastic Limit Water Content - ●	Liquid Limit Penetration - ▨	NM	PL		LL	N		
953.01	0	Fill: Lean Clay with silt, light brown with dark mineral stains and rock fragments Auger refusal at 1.7 ft. Offset 3 ft. southwest, auger refusal again at 1.7 ft. Offset an additional 3 feet southwest, auger refusal again at 2.1 ft. Offset 6.5 ft. northeast, auger refusal at 3.5 ft.		6 21 50/5	1	21	45	19.7				50+	
948.01	5												
943.01	10												
938.01	15												
933.01	20												
928.01	25												
923.01	30												
918.01	35												


Figure

APPENDIX C

**Site Location Map
Drawings**

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 <p>L.E. Gregg Associates, Inc. 2456 Fortune Drive, Suite 155 Lexington, Kentucky 40509</p>	<p>Fire Station #24 Lexington, Kentucky</p>
<p>Project # 2015041</p>	<p>Boring Locations</p>

APPENDIX D

Seismic Design Information

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USGS Design Maps Summary Report

User-Specified Input

Report Title LFUCG Fire Station 24
Wed August 5, 2015 14:53:09 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 38.09398°N, 84.53533°W

Site Soil Classification Site Class B – “Rock”

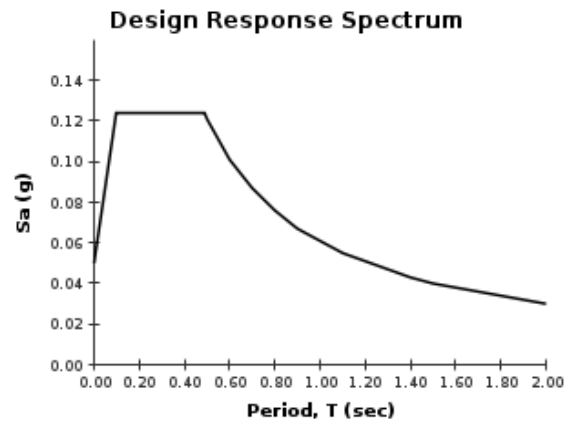
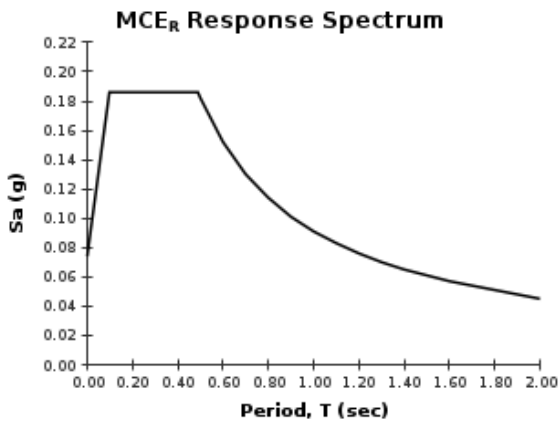
Risk Category IV (e.g. essential facilities)



USGS-Provided Output

$S_s = 0.186 \text{ g}$	$S_{MS} = 0.186 \text{ g}$	$S_{DS} = 0.124 \text{ g}$
$S_1 = 0.091 \text{ g}$	$S_{M1} = 0.091 \text{ g}$	$S_{D1} = 0.061 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the

Design Maps Detailed Report

2012 International Building Code (38.09398°N, 84.53533°W)

Site Class B – “Rock”, Risk Category IV (e.g. essential facilities)

Section 1613.3.1 — Mapped acceleration parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_5) and 1.3 (to obtain S_1). Maps in the 2012 International Building Code are provided for Site Class B. Adjustments for other Site Classes are made, as needed, in Section 1613.3.3.

From [Figure 1613.3.1\(1\)](#) ^[1]

$$S_5 = 0.186 \text{ g}$$

From [Figure 1613.3.1\(2\)](#) ^[2]

$$S_1 = 0.091 \text{ g}$$

Section 1613.3.2 — Site class definitions

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class B, based on the site soil properties in accordance with Section 1613.

2010 ASCE-7 Standard – Table 20.3-1
SITE CLASS DEFINITIONS

Site Class	\bar{v}_s	\bar{N} or \bar{N}_{ch}	\bar{s}_u
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
Any profile with more than 10 ft of soil having the characteristics:			
<ul style="list-style-type: none"> • Plasticity index $PI > 20$, • Moisture content $w \geq 40\%$, and • Undrained shear strength $\bar{s}_u < 500$ psf 			
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

$$\text{For SI: } 1\text{ft/s} = 0.3048 \text{ m/s } 1\text{lb/ft}^2 = 0.0479 \text{ kN/m}^2$$

Section 1613.3.3 — Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters

TABLE 1613.3.3(1)
VALUES OF SITE COEFFICIENT F_a

Site Class	Mapped Spectral Response Acceleration at Short Period				
	$S_s \leq 0.25$	$S_s = 0.50$	$S_s = 0.75$	$S_s = 1.00$	$S_s \geq 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_s

For Site Class = B and $S_s = 0.186$ g, $F_a = 1.000$

TABLE 1613.3.3(2)
VALUES OF SITE COEFFICIENT F_v

Site Class	Mapped Spectral Response Acceleration at 1-s Period				
	$S_1 \leq 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \geq 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_1

For Site Class = B and $S_1 = 0.091$ g, $F_v = 1.000$

Equation (16-37):

$$S_{MS} = F_a S_S = 1.000 \times 0.186 = 0.186 \text{ g}$$

Equation (16-38):

$$S_{M1} = F_v S_1 = 1.000 \times 0.091 = 0.091 \text{ g}$$

Section 1613.3.4 — Design spectral response acceleration parameters

Equation (16-39):

$$S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3} \times 0.186 = 0.124 \text{ g}$$

Equation (16-40):

$$S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3} \times 0.091 = 0.061 \text{ g}$$

Section 1613.3.5 — Determination of seismic design category

TABLE 1613.3.5(1)
SEISMIC DESIGN CATEGORY BASED ON SHORT-PERIOD (0.2 second) RESPONSE ACCELERATION

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \leq S_{DS} < 0.33g$	B	B	C
$0.33g \leq S_{DS} < 0.50g$	C	C	D
$0.50g \leq S_{DS}$	D	D	D

For Risk Category = IV and $S_{DS} = 0.124 g$, Seismic Design Category = A

TABLE 1613.3.5(2)
SEISMIC DESIGN CATEGORY BASED ON 1-SECOND PERIOD RESPONSE ACCELERATION

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \leq S_{D1} < 0.133g$	B	B	C
$0.133g \leq S_{D1} < 0.20g$	C	C	D
$0.20g \leq S_{D1}$	D	D	D

For Risk Category = IV and $S_{D1} = 0.061 g$, Seismic Design Category = A

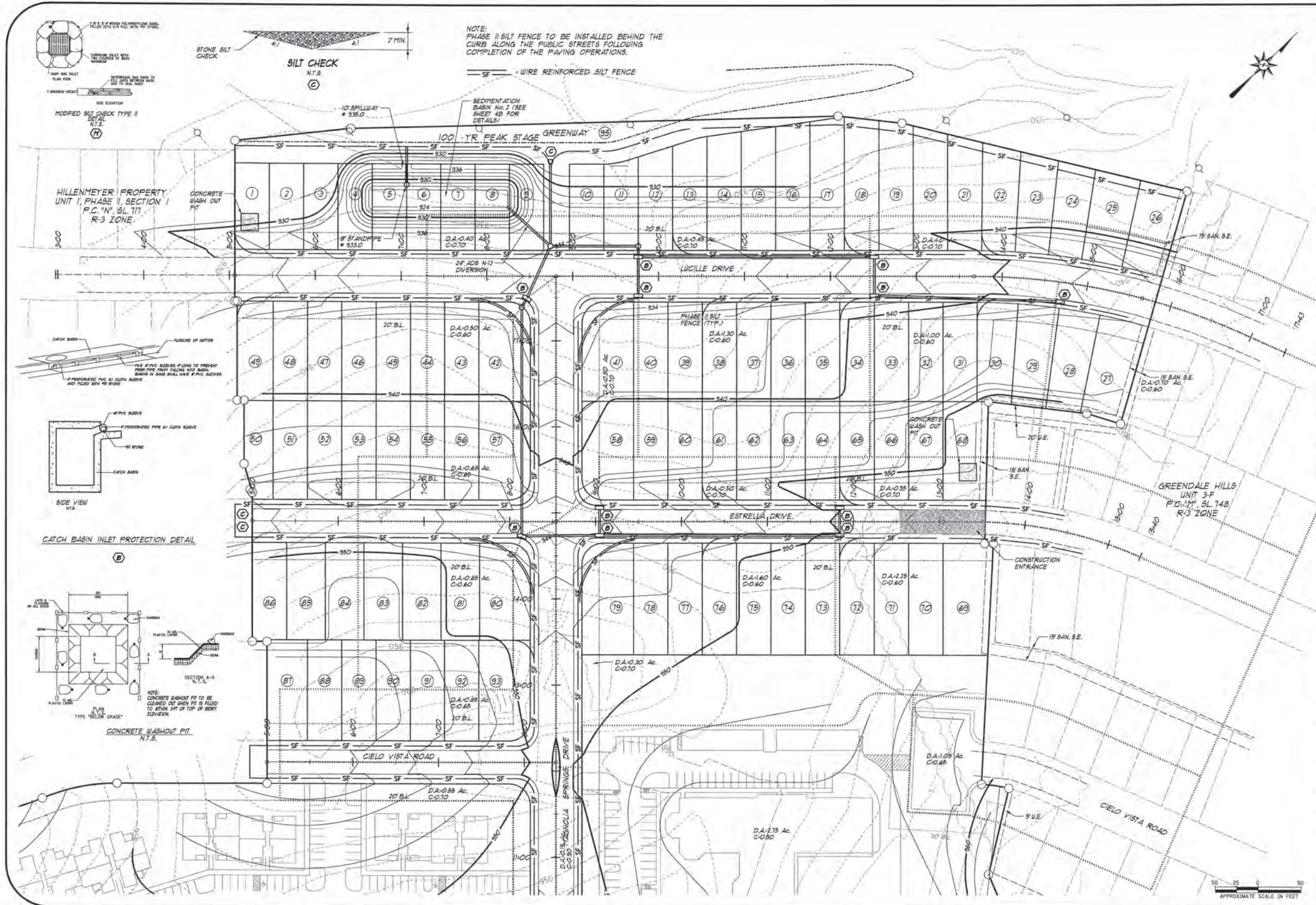
Note: When S_1 is greater than or equal to 0.75g, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

Seismic Design Category \equiv "the more severe design category in accordance with Table 1613.3.5(1) or 1613.3.5(2)" = A

Note: See Section 1613.3.5.1 for alternative approaches to calculating Seismic Design Category.

References

1. Figure 1613.3.1(1): [http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1\(1\).pdf](http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(1).pdf)
2. Figure 1613.3.1(2): [http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1\(2\).pdf](http://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(2).pdf)



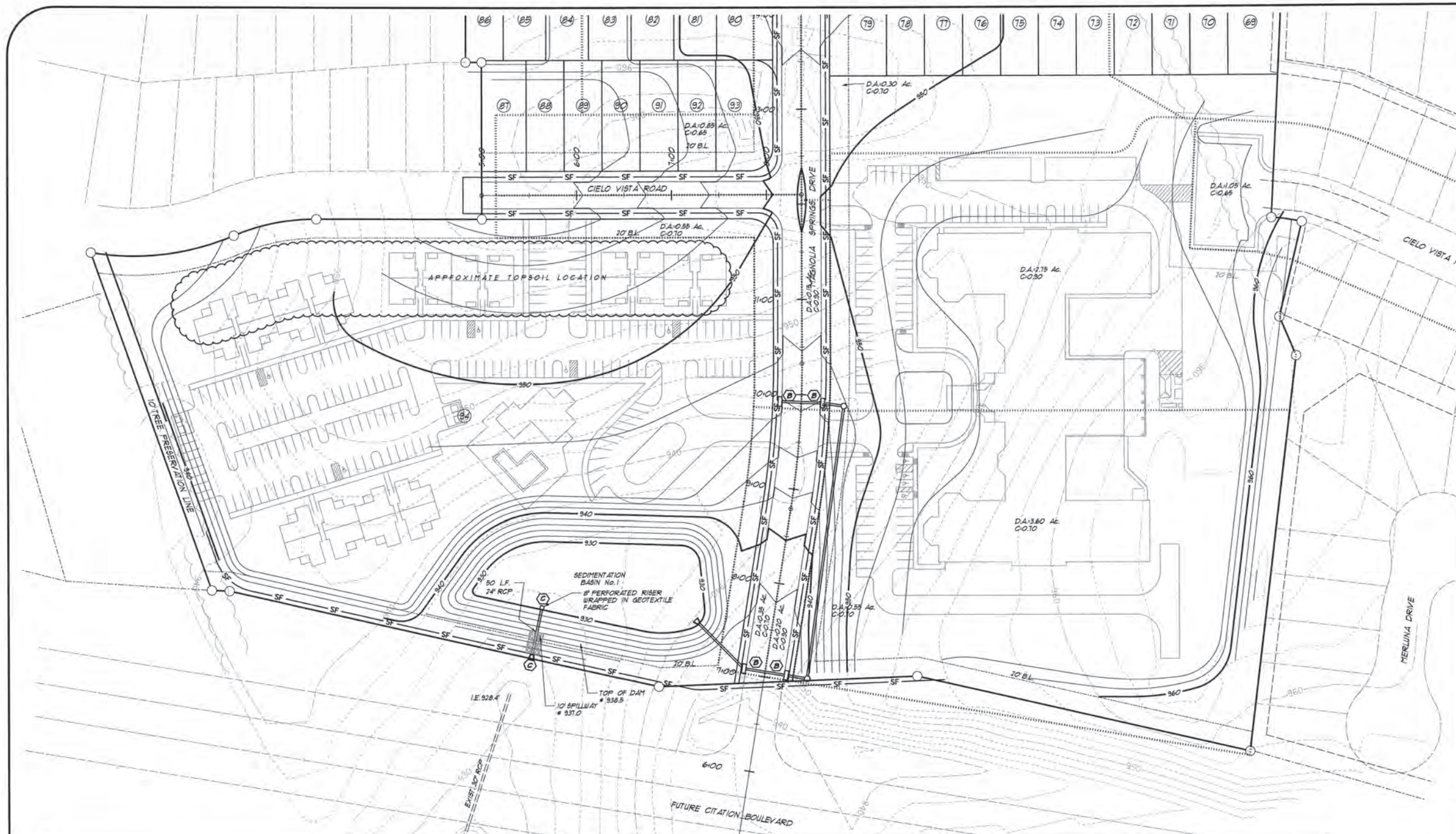
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 CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 LEXINGTON, KENTUCKY 40513
 PRACTICE #099-036987

GRADING AND EROSION CONTROL PLAN
GREENDALE HILLS
 UNIT 2
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

DRAWN XXXX
 DATE 09/18/14
 CHECKED _____
 REVISED _____

SHEET
4A





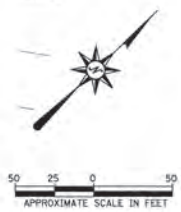
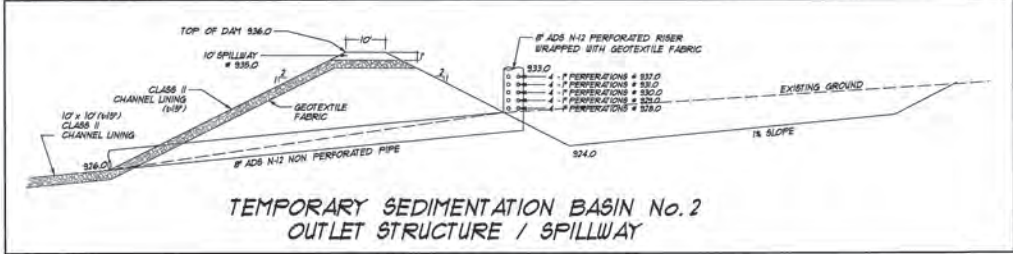
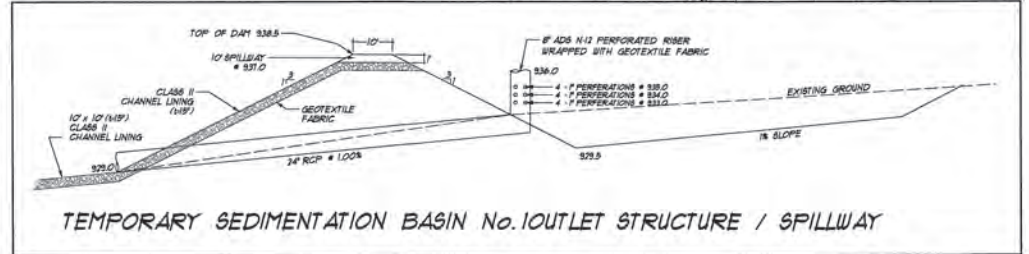
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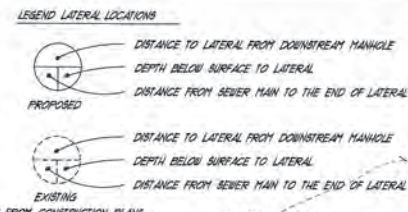
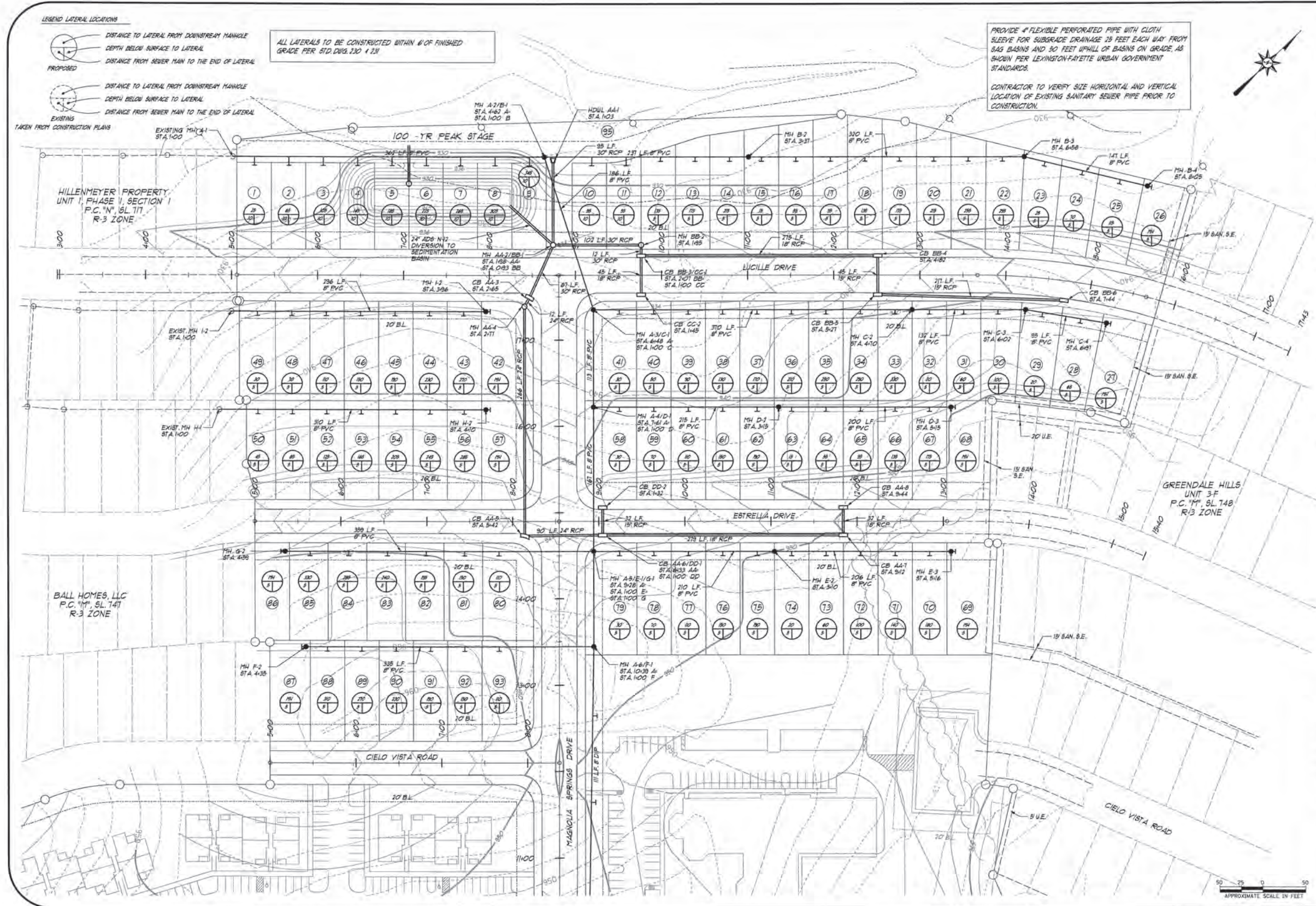
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GRADING AND EROSION CONTROL PLAN
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 LEXINGTON, FAYETTE COUNTY, KENTUCKY

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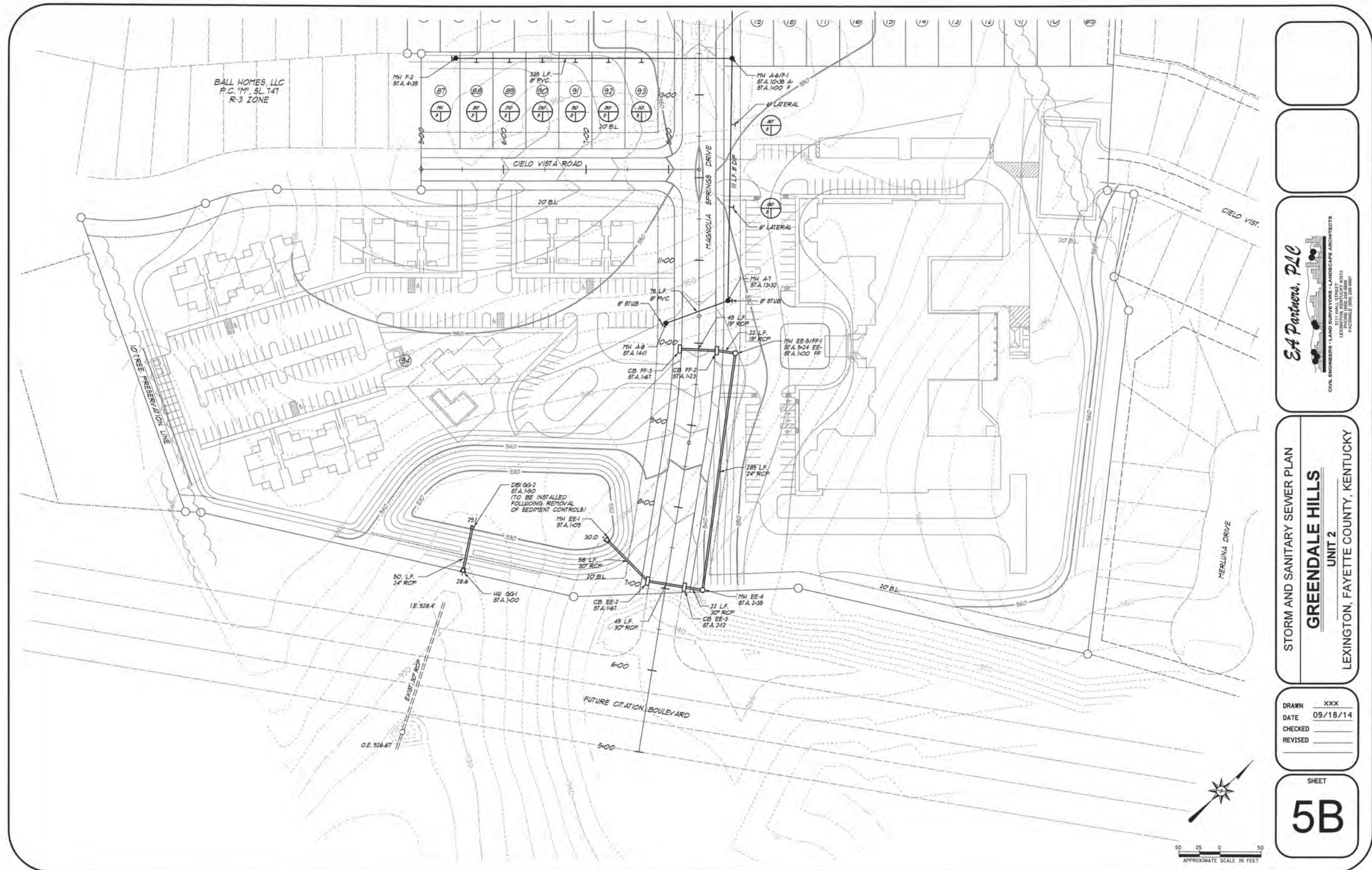
EA Partners, PLLC
 CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 100 EAST MAIN STREET, SUITE 200
 LEXINGTON, KENTUCKY 40503
 PHONE: (606) 259-9987

STORM AND SANITARY SEWER PLAN
GREENDALE HILLS
 UNIT 2
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

DRAWN: XXXX
 DATE: 09/18/14
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APPROXIMATE SCALE IN FEET



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STA. 1100 F

MH A-7
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MH EE-1
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MH EE-5/FF-1
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September 18, 2015

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

Mr. Jamshid Baradaran, Director
Lexington-Fayette Urban County Government
Division of Facilities and Fleet Management
200 East Main Street
Lexington, KY 40507

RE: Proposed Preliminary Site Utilities

Dear Mr. Baradaran:

As per our recent discussion, it is our understanding that the City would like to have a preliminary site utility review for the potential site for the new Fire Station No. 24 located on Magnolia Drive. As requested, the preliminary utility demand for Water, Gas, and Electric were developed and the utility companies and our engineers have spoken about these services. The information is detailed below.

GAS-Columbia Gas

The gas main/service is intended to be extended to the proposed subdivision and project site per Columbia Gas. The current and closest service is located at the neighborhood at Skyview Lane and Green Valley Drive. This service will be extended and connected on the new section of Citation Drive at the intersection with Magnolia Drive. This service will be medium pressure gas service. The cost for extending would be +/- \$20,000 based on an estimated gas load of 5,000 CFH. Please keep in mind that 3-phase electric will be needed regardless of whether gas is on site or not. This is because of the anticipated HVAC requirements and potential elevator. However, if gas is on site, we should be able to reduce the electrical service size and generator size, but it would still need to be 3-phase.

WATER-KAW

Mr. Mitcham with KAWC has stated this project (Subdivision) is currently in the design phase, and they currently don't have any water mains serving this area. The Water will be extended down Magnolia Drive and will be a minimum 8" inch main line. With that said the following is our estimation of what will be required for both fire protection and domestic water service for a 15,000 sq. ft, 2 story building (worst case)

FIRE PROTECTION:

- Minimum 8" city water main
- One fire hydrant located within 50 feet of the fire department connection. Eight-inch minimum water supply to hydrant.
- 6" fire water service from vault at/near street or drive.
- Worse case: Two story building, 15,000 sq. ft, ordinary hazard group 1.
- Sprinkler requirements: 400 gpm, 46 psi at point of connection in street. This includes inside/outside hose allowance.

DOMESTIC WATER:

- 2.5" service flowing 80 gpm peak.



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ELECTRIC SERVICE-KU

- I have attached a load data sheet for KU. These are conservative, estimated loads based on Fire Station #2. Fire Station #2 had a few pieces of gas fired equipment; range, kitchen hood, radiant heat and tankless water heaters. For this estimate, I assumed all these loads would be electric.

- Since we agree on the building needing three phase service, underground routing will be preferred by developer and City, which will be a cost to do versus traditional overhead. Typically, underground primary will require two, 4-inch schedule 80 PVC conduits installed a minimum of 42" below grade, with pull boxes every 400'. The owner or developer is typically financially responsible for the cost of trenching and conduit installation. KU will pull the primary conductors. KU will also charge the cost differential between overhead and underground which they will determine when the design the routing of the service.

1. Just for information purposes, in speaking with Gary Houck (KU) regarding this property service, he was familiar with this potential project because he had spoken to the developer last week.

2. We served Fire Station #2 with three-phase. Commercial HVAC equipment only comes with three phase options (with exceptions). Also, the building options have multiple stories with an elevator. Many elevator motors require three phase.

3. The neighborhood is designed for single phase residential. Three phase would have to extend from the new lines KU is installing on the north side of Lucille Drive.

Please let us know if there is any further information that you require or need for further discussions with the Developer.

Sincerely,

Eric M. Chambers, AIA, CID, LEED GA, CDT
Associate



Electrical and Gas Load Data Submittal Sheet



Please Attach Two Copies of Site Plan

Facility Name: Lev. Fire Station #24 Date: 9/1/15
 Address: _____ City/State/Zip: _____
 Directions: _____

Electric And Gas Service Data

Service Request Type: New Construction Existing Electric Overhead Conversion To Underground

Anticipated Service Date: _____ **Temporary Electric Service:** Yes No (Need Date: _____)

Electric Service Type: Overhead Underground (Padmount Transformer) Underground (Pole Mount Transformer)

Entrance Size (Amps): 1600 A Conduit #/Dia.: 5 / 3 1/2 " Conductor #Sets/Size: 5 / 500 (AWG/kcm)

Metering Comments: _____

Facility Has A Total Of 15,000 Sq-Ft Of Floor Area On _____ Floors Of Which _____ Sq-Ft Are Area Comfort Conditioned

Basement Space Not included Above: No Yes (_____ Sq-Ft Finished, _____ Sq-Ft Unfinished)

Facility Heated With: Gas Electric Facility Has _____ Tons Of Cooling Capacity Using _____ Unit(s)

Gas Service: (Only Required For Gas Service Provided By LG&E) Service Entrance Pipe size: _____ Inches

Voltage And Load Data

Requested Service Voltage/Type	Available Service		Connected Loads	1-Phase kW	3-Phase kW	Gas* btuh	Office Use Only
	LG&E	KU					
<input type="checkbox"/> 120/240V 1-Phase, 3-wire	Yes	Yes	Space Heating		<u>54.9</u>		
<input checked="" type="checkbox"/> 208/120V 3-Phase, 4-wire	Yes	Yes	A/C/Heat Pump		<u>96.7</u>		
<input type="checkbox"/> 240V 3-Phase, 3-wire	Yes	<u>No</u>	Air Handlers		<u>17.5</u>		
<input type="checkbox"/> 240/120V 3-Phase, 4-wire	<u>No</u>	<u>No</u>	Lighting	<u>9.1</u>			
<input type="checkbox"/> 480/277V 3-Phase, 4-wire	<u>No</u>	Yes	Water Heating		<u>144</u>		
<input type="checkbox"/> 480V 3-Phase, 3-wire	Yes	<u>No</u>	Cooking	<u>8</u>			
Other _____			Refrigeration				
			Welding**				
Based on your experience and load data, estimate what you believe the <u>true</u> total peak kW Demand will be _____ kW.			Misc./Recept.	<u>74.3</u>			
			Total	<u>91.4</u>	<u>313.1</u>		

* LG&E Gas Only ** May Require Special Consideration

Data for the Largest Motor

HP: _____ Voltage: _____ Phase: _____ (Type Reduced Start) Part Winding: (Ratio _____ - _____)
 FLA: _____ LRA: _____ Wye-Delta Autotransformer (Tap Setting _____ %)
 Reduced Voltage Starting: Yes No (List Type If Yes) Solid State (Ramp Setting _____ % Current Limit _____ %)
 Other, Describe: _____

Outdoor Lighting

Indicate if you are interested in outdoor lighting opportunities

Contact Information

Responsible Party (sign below) Phone: _____ **Owner/Develop** Phone: _____
 Name: _____ Name: _____
 Address: _____ Address: _____
 Address: _____ Address: _____
Electrical Contractor Phone: _____ **Gas Contractor (If LG&E Provided)** Phone: _____
 Name: _____ Name: _____
 Address: _____ Address: _____
 Address: _____ Address: _____

Comments/Additional Information

Comments: Estimated Electrical Service Requirements. Actual Data not available at this time

Submitted By: _____ Dated: _____

Attachment B
FS #24 Proposed Project Schedule

Task Name	Duration	Start	Finish
A/E Services RFP Draft	21 days	7/1/2016	7/29/2016
A/E Services RFP Final Review and Submission to Purchasing	8 days	8/1/2016	8/10/2016
RFP Advertisement	16 days	8/19/2016	9/9/2016
Pre-Bid Meeting	1 day	8/25/2016	8/25/2016
RFP Responses Due	0 days	9/14/2016	9/14/2016
RFP Evaluation/Selection	3 days	9/14/2016	9/16/2016
Legistar	1 day	9/19/2016	9/19/2016
Council Work Session	1 day	9/27/2016	9/27/2016
Council First Reading - Request DBL Reading	1 day	9/29/2016	9/29/2016
Council Second Reading	1 day	10/13/2016	10/13/2016
Final Approval	5 days	10/14/2016	10/20/2016
Notice to Proceed Issued	5 days	10/21/2016	10/27/2016
Contract Award (PO Completed)	3 days	10/28/2016	11/1/2016
Design Kick Off	5 days	11/2/2016	11/8/2016
Schematic Design (SD)	25 days	11/9/2016	12/13/2016
SD 50% Review	10 days	11/9/2016	11/22/2016
SD 75% Review	5 days	11/23/2016	11/29/2016
SD 100% Review, Estimate, Code Review & Approval	10 days	11/30/2016	12/13/2016
Design Development (DD)	55 days	12/14/2016	2/28/2017
DD 50% Review	15 days	12/14/2016	1/3/2017
DD 90% Review	20 days	1/4/2017	1/31/2017
DD 100% Final Review	15 days	2/1/2017	2/21/2017
Design Development Review, Estimate & Approval	5 days	2/22/2017	2/28/2017
Construction Documents (CD)	78 days	3/1/2017	6/16/2017
CD 50% Review	25 days	3/1/2017	4/4/2017
CD 75% Review - Quality Control Punch List	20 days	4/5/2017	5/2/2017
Code Review, Updated Estimated Cost	10 days	5/3/2017	5/16/2017
CD 95% Review, Final Code Review, Final Estimated Cost Report	10 days	5/17/2017	5/30/2017
CD 100%, Quality Control Final Punch List	6 days	5/31/2017	6/7/2017
Updated Estimated Project Cost, Funding Availability	7 days	6/8/2017	6/16/2017
Bid	62 days	6/19/2017	9/12/2017

FS #24 Proposed Project Schedule

Task Name	Duration	Start	Finish
Submission of Final Documents to Purchasing	5 days	6/19/2017	6/23/2017
Construction Services Advertisement	20 days	6/26/2017	7/21/2017
Pre-Bid Meeting	1 day	7/7/2017	7/7/2017
Construction Services Bids Due	0 days	7/21/2017	7/21/2017
Submitted Bids Evaluation/Recommendation	5 days	7/24/2017	7/28/2017
Notice to Purchasing to Proceed	3 days	7/31/2017	8/2/2017
Submission of Insurance, Bond and other Documents by GC	4 days	8/3/2017	8/8/2017
Submission of Bid Award Request to Council by Purchasing	3 days	8/9/2017	8/11/2017
Council First Reading	3 days	8/14/2017	8/16/2017
Council Second Reading	5 days	8/17/2017	8/23/2017
Final Approval	4 days	8/24/2017	8/29/2017
Notice to Proceed Issued	5 days	8/30/2017	9/5/2017
Contract Documents Finalized and PO issued to GC	5 days	9/6/2017	9/12/2017
Construction	355 days	9/13/2017	1/22/2019
Construction Kick Off Meeting (Schedule of Values, ...)	15 days	9/13/2017	10/3/2017
Mobilization and General Condition	10 days	10/4/2017	10/17/2017
Construction 10%	30 days	10/18/2017	11/28/2017
Construction 20%	30 days	11/29/2017	1/9/2018
Construction 30%	30 days	1/10/2018	2/20/2018
Construction 40%	30 days	2/21/2018	4/3/2018
Construction 50%	30 days	4/4/2018	5/15/2018
Construction 60%	30 days	5/16/2018	6/26/2018
Construction 70%	30 days	6/27/2018	8/7/2018
Construction 80%	30 days	8/8/2018	9/18/2018
Construction 90%	30 days	9/19/2018	10/30/2018
Construction 100%	30 days	10/31/2018	12/11/2018
Substantial Completion	0 days	12/11/2018	12/11/2018
Punch list	30 days	12/12/2018	1/22/2019
Final Completion	0 days	1/22/2019	1/22/2019
Project Close Out	18 days	1/23/2019	2/15/2019
Close Out Form Completed by A/E (Last Pay App.)	5 days	1/23/2019	1/29/2019

FS #24 Proposed Project Schedule

Task Name	Duration	Start	Finish
Closeout Checklist & Forms Completed by Contractor (Last Pay App.)	5 days	1/30/2019	2/5/2019
New Equipment Forms/O&M Manuals, Training, PM Contracts	5 days	2/6/2019	2/12/2019
Input Final Data & Plans into CMMS	3 days	2/13/2019	2/15/2019
Project Closed	0 days	2/15/2019	2/15/2019

Attachment C: SAMPLE Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2016 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of complete plans and specifications for the construction of the New Fire Station #2 as contemplated in the **OWNER**'s Request for Proposal No. 30-2016. 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. 30-2016.

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. 30-2016 (**Exhibit "A"**) and Consultant's Response dated XXXXXXXX XX, 2016 (**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. 30-2016 (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

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 an evaluation and recommendation document consisting of design options 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. 30-2016 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 **Attachment "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.

Lump Sum Pricing

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 in the Form of Proposal, and a sample is below.

Phase A Cost (Total Cost of Services Below) \$ _____

- Programming/Space Utilization: \$ _____
- Site Survey and Report: \$ _____
- Phase I Environmental Survey and Report: \$ _____
- Schematic Design: \$ _____
- Building Commissioning: \$ _____
- Building Energy Model: \$ _____

Phase B Cost (Total Cost of Services Below) \$ _____

- Design Development:
(percentage of construction costs) _____ %
- Building Commissioning: \$ _____
- Building Energy Model: \$ _____

Phase C Cost (Total Cost of Services Below) \$ _____

- Construction Documents:
(percentage of construction costs) _____ %
- LEED Certification: \$ _____
- Building Commissioning: \$ _____
- Data/Communications/Technology Designer: \$ _____
- Building Energy Model: \$ _____

Phase D Cost (Total Cost of Services Below) \$ _____

Bidding Assistance: \$ _____

Construction Administration: \$ _____

Building Commissioning:
(not to exceed percentage of construction budget) _____%

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

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of unit pricing, the amount of which shall be determined by negotiation. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Additional Services", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

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).

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.

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

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 _____%

Reimbursables will be based on actual costs.

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 nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, 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, City of Lexington 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** will furnish a Resident Project Inspector.

6.10. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 30-2016 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 City of Lexington 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:

CONSULTANT:

SAMPLE