

ATTACHMENT: B
CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 25, 2021, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BRANDSTETTER CARROLL, INC. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the LFUCG COMMUNITY CORRECTIONS ROOF REPLACEMENT as contemplated in the **OWNER's** Request for Proposal No. 35-2021. 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. 35-2021.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, 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. 35-2021. (**Exhibit "A"**), and Consultant's Response dated XXXX, 2021 (**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. 35-2021. (**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 the "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 9 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. 35-2021 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 as 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" are 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 its 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. See **Exhibit "A"** for the project timeline/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, 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 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and 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

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<u>Design Stage (Total Services Below)</u>	<u>\$ 152,640</u>
Schematic Design Phase: (percentage of Lump Sum Fee)	<u>\$ 38,160</u> <u>25 %</u>
Design Development Phase: (percentage of Lump Sum Fee)	<u>\$ 28,620</u> <u>19 %</u>
Construction Documents Phase: (percentage of Lump Sum Fee)	<u>\$ 76,320</u> <u>50 %</u>
Bid Phase: (percentage of Lump Sum Fee)	<u>\$ 9,540</u> <u>6 %</u>
<u>Construction Administration Stage (Total of Services Below)</u>	<u>\$ 38,160</u>
Construction Administration Phase: (percentage of Lump Sum Fee)	<u>\$ 34,344</u> <u>90 %</u>
One Year Workmanship Warranty Coordination Assistance: <u>\$ 3,816</u> (percentage of Lump Sum Fee)	<u>10 %</u>
<u>Total Architectural/ Engineering Services</u>	<u>\$ 190,800</u>

1. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>PRINCIPAL / SR. REGISTERED ARCHITECT / ENGINEER</u>	<u>250</u> \$/HR
<u>REGISTERED ARCHITECT / PROFESSIONAL ENGINEER</u>	<u>175</u> \$/HR
<u>INTERN</u>	<u>80</u> \$/HR
<u>TECHNICIAN</u>	<u>65</u> \$/HR
<u>CLERICAL</u>	<u>50</u> \$/HR
<u>SENIOR ESTIMATOR / ADMINISTRATION</u>	<u>125</u> \$/HR
	____ \$/HR

- a. 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 zero percent (0%).
- b. Reimbursable expenses are included in the lump sum cost noted above. Reimbursable expenses for additional services will be based on actual costs.

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

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 ten (10) days of receiving notice of such default.

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 hardcopies and original digital format, including but not limited to 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, defend, 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. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its 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 of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply

bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that it 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 **CONSULTANT** and its 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. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 35-2021 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 Lexington-Fayette Urban County Government 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:

Linda Gorton

Mayor Linda Gorton
12/3/2021

CONSULTANT:

Braudstetter Carroll Inc.

Ben Braudstetter

BEN BRAUDSTETTER, P.E., PRESIDENT



BRANCAR-03

EEVERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Energy Insurance Agency, Inc. P O Box 55268 Lexington, KY 40555	CONTACT NAME:	
	PHONE (A/C, No, Ext): (859) 273-1549	FAX (A/C, No): (859) 272-0075
	E-MAIL ADDRESS: eia@energyinsagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Employers Mutual Casualty Company, EMC	21415
	INSURER B : Everest National Insurance Co.	10120
INSURED Brandstetter Carroll, Inc. 2360 Chauvin Drive Lexington, KY 40517	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> Blkt Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	5W85769-22	4/23/2021	4/23/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blkt Waiver of Subro	X	X	5E85769-22	4/23/2021	4/23/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	5J85769-22	4/23/2021	4/23/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A			5H85769-22	4/23/2021	4/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Ohio Stop Gap			5W85769-22	4/23/2021	4/23/2022	Employers Liability	1,000,000
B	Prof Llab \$50K Ret			PL5EO00337-201	11/27/2020	11/27/2021	\$2,000,000 aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The following applies to the Workers' Compensation coverage under Item 3.C. Other States Insurance: All States not shown in 3.A. except AK, CA, HI, LA, ME, NV, NH, ND, OH, RI, VT, WA, WY.

The certificate holder has been designated as an additional insured with respect to the general liability and auto liability ATIMA and granted a waiver of subrogation as required by written contract. The umbrella is follow form.

CERTIFICATE HOLDER

CANCELLATION

LFUCG 200 E. Main St. Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2021 Design Services for Roof Replacement Project at Community Corrections** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 18, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Pre-RFP conference will be held September 27, 2021, 9:00 am, 600 Old Frankfort Circle, Lexington, KY.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements including past experience with roof replacements. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

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 _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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 CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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

CONTRACTOR 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 CONTRACTOR. 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
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence
Professional Liability	\$1 million per occurrence

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. 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.
- d. 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 CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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.

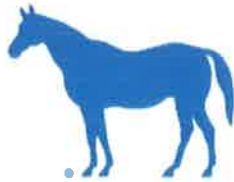
Right to Review, Audit and Inspect

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

DEFAULT

CONTRACTOR 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**Division of Community Corrections
Fayette County Detention Center
*Design Consultant Services for a
Roof Replacement Project***

RFP # 35-2021

Department of General Services

Division of Facilities & Fleet Management

Project Management Group

September 2021

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INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from consultants who are expertly qualified in the performance of professional design services relating to roof replacements.

The purpose of these services is to assess the current conditions and to perform full design services for the roof replacement at the Fayette County Detention Center

The **Fayette County Detention Center** is located at **600 Old Frankfort Cir, Lexington, KY 40510**.

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

PROJECT NARRATIVE

The roof of the Fayette County Detention Center is composed of 2 systems. A low-slope EPDM system encompasses approximately 245,000 square feet of the total roof area. It is composed of an EPDM membrane fully adhered to tapered polyisocyanurate insulation on precast or cast in place concrete decking depending on location. The remaining 20,000 square feet is an asphalt shingle system that covers the gabled Administrative Area of the facility. This system is composed of asphalt shingles on vented insulation panels on a sloped metal roof. Construction of the Fayette County Detention Center completed in 1999; therefore the warranties on both of these roof systems have expired.

The roof system appears to be failing at numerous locations where water ponds and migrates into the building. Temporary repairs have been made to mitigate leaks at these locations where the membrane is failing. Previous infrared roof scans show wet insulation at these locations. LFUCG will contract for an updated infrared scan separately to determine the extent of wet insulation at the onset of the Schematic Design Phase and provide the previous infrared scan performed in 2019. All other exploratory tests required to provide an accurate assessment of the existing conditions shall be the responsibility of the Design Consultant. These investigations shall include, but not be limited to, an examination of the numerous skylights and roof drain penetrations throughout the roof system. The Design Consultant shall contract with a third-party investigator to inspect the condition of the roof drains and associated internal roof leaders and underground piping via cameras to ensure a continuous and unobstructed path is present for water to travel from the roof and through the existing storm drainage system. In addition, the Design Consultant shall contract with a third-party investigator to determine the structural integrity and water tightness of all existing skylights.

A recommendation shall be made regarding comprehensive replacement versus reuse of all roof components including of copings, flashings, gutters, downspouts cupolas, lightning protection system, ladders, etc. There rooftop mechanical equipment and multiple mechanical penetrations on the roof. The Design Consultant shall be responsible for identifying and coordinating with any active and inactive equipment/penetrations. Any replacement of mechanical equipment will be work performed under a separate contract; however, the Design Consultant shall be required to coordinate with separate contracts as required. Separate contract work may be defined at any phase of design.

An existing stone paver system is located at the entrance of the Administration area that acts as a vehicle deterrent system and is part of the roof system for the intake area below. This system is not currently included in the roof replacement scope; however, the downspouts from the administration roof appear to penetrate this system. As such, coordination with this roof system may be required.

Due to the secure nature of the building and its occupants, exploratory investigation of the roof and

building components, and all construction activities will require strict coordination and oversight by the Design Consultant. The Design Documents shall address impacts on occupied spaces. The Design Consultant shall work with the Owner to minimize impacts on operations. Construction phasing may be necessary to negotiate the challenges of the building occupancy. The integrity of the building envelope for security and water tightness must be maintained at all times during the Design and Construction Phases of the project. Communication regarding site access during both phases will be directed to the LFUCG Project Manager and LFUCG Corrections staff with significant advanced notice.

Record drawings of the 1999 construction will be provided to the awarded Design Consultant as required during the Schematic Design phase. As part of the Schematic Design phase, the consultant shall field verify, document, and evaluate all existing roof conditions and make independent recommendations for the design of the replacement roofing system(s). Recommendations shall include comparisons between various roof system options, opinion of Construction Cost Estimates, lifecycle cost comparisons, and maintenance requirements. Design services shall include recommendations for phasing and cost analysis associated with construction phasing. The Design Consultant shall make recommendations on construction duration separating portions of work into Bid Alternates in order to economize the use of available funds. The Design Consultant shall contract with a third-party estimator to provide estimate of cost at all phases of design.

SCOPE OF BASIC SERVICES

General Requirements:

- a. **Council Presentations** - The Consultant must be available for LFUCG Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary. Consultant shall provide digital and printed presentation materials for distribution to all in attendance as required.
- b. **Design Schedule** - See Project Schedule (Attachment 'C'). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
- f. **Authorization to Proceed** - Where multiple phases of work are outlined, the Design Consultant shall not proceed with the next phase or task of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Design Consultant without this written authorization will be at the Design Consultant's risk and will be a voluntary contribution to the project.

STAGE 1: Design Stage

The design stage of the project shall include all phases of design of a comprehensive roof replacement as outlined below. The Design Consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below; however, it is the Design Consultant's responsibility to communicate the design intent and full scope of work. The Design Consultant shall provide all content as necessary to communicate the full design intent based on the Owner's project requirements. The Design Consultant shall seek ongoing and continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall design intent. Preliminary recommendations of roof systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative including tables and comparison charts as required. Schematic Design services shall include review of the existing record drawings provided by the Owner (LFUCG) and field verification of the current building conditions. The Owner will contract separately for an updated infrared scan separately to determine the extent of wet roof insulation at the onset of this phase. A copy of the previous infrared scan from 2019 will be provided to the awarded Design Consultant. All other exploratory tests required to provide an accurate assessment of the existing conditions shall be the responsibility of the Design Consultant. These investigations shall include, but not be limited to, an examination of the numerous skylights and roof drain penetrations throughout the roof system.

The Design Consultant shall present multiple options for proposed roof systems based on probable costs, product lifecycle, and maintenance requirements. The Design Consultant shall begin to explore phasing and provide a preliminary cost analysis associated with construction phasing. The Design Consultant shall contract with a third-party estimator during this phase to provide a detailed preliminary cost estimate. Continual input from the Owner shall be actively sought throughout the Schematic Design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

Schematic Design Narrative & Documentation

Written documentation and justification of proposed roof systems. Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used.

Independent Third-Party Estimate of Preliminary Construction Cost:

The Construction Cost Estimate shall be prepared by a third-party and itemized with unit cost. If the Design Consultant's Preliminary Estimate of Construction Cost Estimate is over an Owner-provided construction budget, the consultant must include value engineering options and written recommendations of how to reduce the cost to meet the provided budget.

Independent Third-Party Condition Assessments:

The integrity of existing building components such as skylights, ladders, roof drains/leaders, underground piping, etc. shall be evaluated by a third-party and written assessments shall be provided. Where applicable, video footage and photographs shall be submitted.

Schematic Design Drawings (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of

abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and Owner name & contact information.

- **Overall Phasing Plan:** Demonstrate potential areas of phased construction with accompanying time frames.
- **Overall Floor Plan:** Provide existing floor plans showing room names impacted by roof improvements. Include overall dimensions and elevation call outs.
- **Overall Roof Plan:** Show slops, drains, existing roof top equipment, and penetrations. Identify proposed new roof system.
- **Elevations:** Provide all major exterior elevation drawings as required to describe roof improvements. All major construction materials and/or components shall be identified on drawings.

Schematic Design Deliverables:

- I. (2) full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. The Design Consultant is required to present the submission in person or via videoconference at an Owner's review meeting, prepare meeting minutes along with all Owner comments and action items, and distribute the meeting minutes within (3) business days of the Owner review meeting. The LFUCG Project Manager will review the submission and will send additional review items and comments within (5) business days. The Design Consultant shall incorporate all applicable review comments and submit (3) hard copy sets and (1) digital set of all submission items for the final Schematic Design submission.

Phase 2: Design Development

The Design Development Documents shall illustrate & describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific roofing systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish general levels of quality. Ongoing and continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the specific design intent of the project shall be expressed and evident. See below for minimum Design Development Submission Requirements:

Independent Third-Party Estimate of Construction Cost:

The Construction Cost Estimate shall be prepared by a third-party and itemized with unit cost. If the Design Consultant's Estimate of Construction Cost Estimate is over the Owner provided construction budget/approved construction cost from a previous phase, the consultant shall work with the third-party estimator to provide value engineering options and submit written recommendations of how to reduce the cost to meet the provided budget.

Outline Specification

Outline specifications shall include all major building and/or project components and systems per division of work specific to the project. Specifications identifying the major materials and systems, and establish general levels of quality. The basis of design for major materials, components, and systems shall be identified and coordinated with the Owner. A full table of contents shall be included.

□ **Design Development Drawings** (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and Owner name & contact information.
- **Overall Phasing Plan:** Demonstrate potential areas of phased construction with accompanying time frames.
- **Overall Floor Plans:** Provide existing floor plans showing room names impacted by roof improvements. Include overall dimensions and elevation call outs.
- **Overall Roof Plans:** Show slopes, drains, existing roof top equipment, and penetrations. Identify roof system and show all major roof modifications. Identify areas they may require tapered insulation, or flashing modifications. Demonstrate implications of insulation thickness for compliance with all required Energy Codes (2012 IECC / ComCheck). Show extents of new coping/fascia. Include plans for both required demolition and new construction.
- **Elevations:** Provide all major exterior elevation drawings as required to describe roof improvements. All major construction materials and/or components shall be identified on the drawings.

Design Development Deliverables:

- I. (2) full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. The Design Consultant is required to present the submission in person or via videoconference at an Owner's review meeting, prepare meeting minutes along with all Owner comments and action items, and distribute the meeting minutes within (3) business days of the Owner review meeting. The LFUCG Project Manager will review the submission and will send additional review items and comments within (5) business days. The Design Consultant shall incorporate all applicable review comments and submit (3) hard copy sets and (1) digital set of all submission items for the final Design Development submission.

Phase 3: Construction Documents

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved bid alternates. Drawings and specifications shall be coordinated by the Design Consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The Design Consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the Design Consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Design Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed Construction Documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

Independent Third-Party Estimate of Construction Cost:

The Construction Cost Estimate shall be prepared by a third party. The Design Consultant shall provide a complete, itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Design Consultant's Estimate of Construction Cost Estimate is over the Owner provided construction budget/approved construction cost from a previous phase, the consultant shall work with the third-party estimator to provide value engineering options and submit written recommendations of how to reduce the cost to meet the provided budget.

Project Manual

Specifications shall include all major building and/or project components and systems per division of work specific to the project. Design Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Design Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Design Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Design Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

Construction Document Drawings (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and Owner name & contact information.
- **Floor Plans:** Include demo and new floor plans identifying room names where areas are impacted by roof improvements. Include dimensions. Show all call outs for elevations, sections, and details. Include plans for both required demolition and new construction.
- **Roof Plans:** Show all slopes, skylights, drains, parapets, roof top equipment, hatches, roof penetrations, tapered insulation, walk-off mats, flashing, coping, and fascia. Identify, tag, and fully note all roof items and systems. Provide dimensions, call outs, tags, and section cuts. Show all roof modifications, and indicate new construction from existing where applicable. Coordinate roof plan with all roof details. Include separate plans to communicate both demolition and new construction.
- **Elevations:** Provide all exterior elevations in an orthogonal view. Identify and fully note all materials and components including but not limited to gutters, downspouts, copings, flashings, etc. Show tags, callouts, and dimensions. Tag any openings that require new work (windows, doors, louvers, etc.). Show grade level, and dash in walls and spaces below grade. Include separate elevations to communicate both demolition and new construction.
- **Sections:** Provide building sections as necessary to convey building envelope material transitions, call outs for wall sections, elevation benchmarks, grade levels/changes, etc. Note each component, and provide callouts for details. Show dimensions of transitions, openings, and extent of materials. Indicate R-Value of insulation on drawings and/or

specifications. Include separate sections to communicate demolition and new construction.

- Details: Provide details as necessary for all new and modified construction. Provide roof details for flashing, coping, fascia, transitions, roof drains, roof penetrations, equipment curbs, roof hatch, ladders, skylights, parapets, etc. as required. Include details to communicate both demolition and new construction as required. Provide details for reworked lightning protection system design and layout and coordinated with existing grounding system.
- Schedules: Provide schedules as required.

Construction Document Deliverables:

- I. (2) full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. The Design Consultant is required to present the submission in person or via teleconference at an Owner's review meeting, prepare meeting minutes along with all Owner comments and action items, and distribute the meeting minutes within (3) business days of the Owner review meeting. The LFUCG Project Manager will review the submission and will send additional review items and comments within (5) business days.
- II. The Design Consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Design Consultants shall submit (3) full hard copy sets and (1) digital set of all submission items for the RTA Construction Document Submission.

Phase 4: Bid Phase

The LFUCG Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The Design Consultant shall assist Purchasing with clarifications, questions from bidders, and addenda. The Design Consultant shall be responsible for attending the Pre-Bid Conference and providing a verbal summary of the scope of work. The Pre-Bid Conference and the Bid Opening will be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all bids and shall make a Recommendation to Award in writing to the LFUCG Project Manager.

Bid Phase Deliverables:

- I. Submit (1) hardcopy and (1) digital Recommendation to Award on company letterhead.

STAGE 2: Construction Administration Stage

The Construction Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the Contractor and if funding is in place to move forward. The Consultant shall forward all review items to the LFUCG Project Manager and provide continuous updates and coordination. All written recommendations and reports throughout the Construction Phase shall appear on company letterhead. All Owner approvals shall be made in writing. Duration of Construction Administration services will be based on both construction contract time and completion of the original project scope.

Phase 1: Construction Administration Phase

Construction Administration shall be provided throughout the Construction Phase in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and

precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

Meetings (Pre-Construction & Progress Meetings):

Prepare agendas, lead meetings, and write/distribute meeting minutes. Progress meetings shall be scheduled bi-weekly (every two weeks) or as necessary as determined by the Owner. The Design Consultant shall include the Contractor's schedule milestones and critical path items in the meeting agenda. The Design Consultant submit a copy of the Submittal log at each meeting for review and conformance with schedule. Additional items to be included in the meeting agenda are the RFI Log, ASI Log, Log of Proposals, and Change Order Log.

Reviews:

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence. All Owner approvals shall be made in writing.

Logs:

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

Correspondence/ Reports:

Design Consultants shall document and keep a record of all project correspondence. Clarifications to the construction documents initiated by the Contractor shall be made through a Request for Information (RFI). Clarifications initiated by the Design Consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written recommendations from the consultant shall be required for all proposed Change Orders. The Design Consultant shall consistently update the Owner and inform the Owner of any deviations from the Construction Documents, potential time delays, or construction issues.

Inspections:

Design Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct an additional inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch List and Back-Punch Lists containing completion dates for each punch list item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

Site Visits/Field Reports:

The Consultant shall visit the site on a weekly basis and submit a Field Observation Report documenting conditions related to construction progress. Field report shall include photographs and a continuous list of any deficiencies until corrected.

Supplemental Drawings:

Supplemental drawings shall be required to clearly communicate the full scope of work when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

Record Drawings:

Design Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital (AutoCAD & PDF) file format.

Close Out:

Design Consultant shall generate a Project Closeout Checklist containing all Closeout items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

Construction Administration Deliverables:

- I. Design Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting, and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Design Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting or Site Visit.
- III. Design Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
- IV. Design Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Design Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Design Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Design Consultant shall submit the Contractor's Original "As Built" Drawings to the Owner and prepare and submit the following digital copies of the Record Documents: PDF file of all Drawings, CAD files of all drawings, PDF File of the Project Manual, DOCX files of the Project Manual.
- VIII. Design Consultant shall submit (1) digital copy of the completed Project Closeout List within (5) days after Final Completion.

Phase 2: One-Year Workmanship Warranty Period - Coordination Assistance

Warranty Coordination

Owner assistance and coordination with the Contractor for correction of warranty items throughout the Contractor's One-Year Workmanship Warranty Period.

□ 11- Month Walk-Through

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The Consultant shall follow-up with the completion of identified warranty items and resubmit the list of warranty items to the Owner with completion dates.

One-Year Workmanship Warranty Period Deliverables:

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

SELECTION PROCESS

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the Design Consultant and at no cost to the Owner (LFUCG).

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements including past experience with roof replacements.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

COMPENSATION

Refer to the Sample Contract, **Attachment B**, for complete compensation description.

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for Fayette County Detention Center Roof Replacement Project
Request for Proposal #35-2021
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 LFUCG 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 LFUCG 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 LFUCG (see Sample Contract **Attachment B**). 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 that 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
 - i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - 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, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through 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. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG 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:** Design Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of Design and through Construction Administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

- a. 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 zero percent (0%).
- b. Reimbursable expenses are included in the lump sum cost noted above. Reimbursable expenses for additional services will be based on actual costs.

Signature

Name

Title

Date

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2021, 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 Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the _____ as contemplated in the **OWNER's** Request for Proposal No. 35-2021. 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. 35-2021.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, 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. 35-2021. (**Exhibit "A"**), and Consultant's Response dated XXXX, 2021 (**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. 35-2021. (**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 the "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 __ 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. 35-2021 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 as 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" are 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 its 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. See **Exhibit "A"** for the project timeline/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, 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 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and 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

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<u>Design Stage (Total Services Below)</u>	\$ _____
Schematic Design Phase: (percentage of Lump Sum Fee)	\$ _____ _____ %
Design Development Phase: (percentage of Lump Sum Fee)	\$ _____ _____ %
Construction Documents Phase: (percentage of Lump Sum Fee)	\$ _____ _____ %
Bid Phase: (percentage of Lump Sum Fee)	\$ _____ _____ %
<u>Construction Administration Stage (Total of Services Below)</u>	\$ _____
Construction Administration Phase: (percentage of Lump Sum Fee)	\$ _____ _____ %
One Year Workmanship Warranty Coordination Assistance: \$ _____ (percentage of Lump Sum Fee)	_____ %
<u>Total Architectural/ Engineering Services</u>	\$ _____

1. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

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

- a. 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 zero percent (0%).
- b. Reimbursable expenses are included in the lump sum cost noted above. Reimbursable expenses for additional services will be based on actual costs.

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

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 ten (10) days of receiving notice of such default.

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 hardcopies and original digital format, including but not limited to 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, defend, 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. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its 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 of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply

bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that it 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 **CONSULTANT** and its 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. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 35-2021 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 Lexington-Fayette Urban County Government 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.

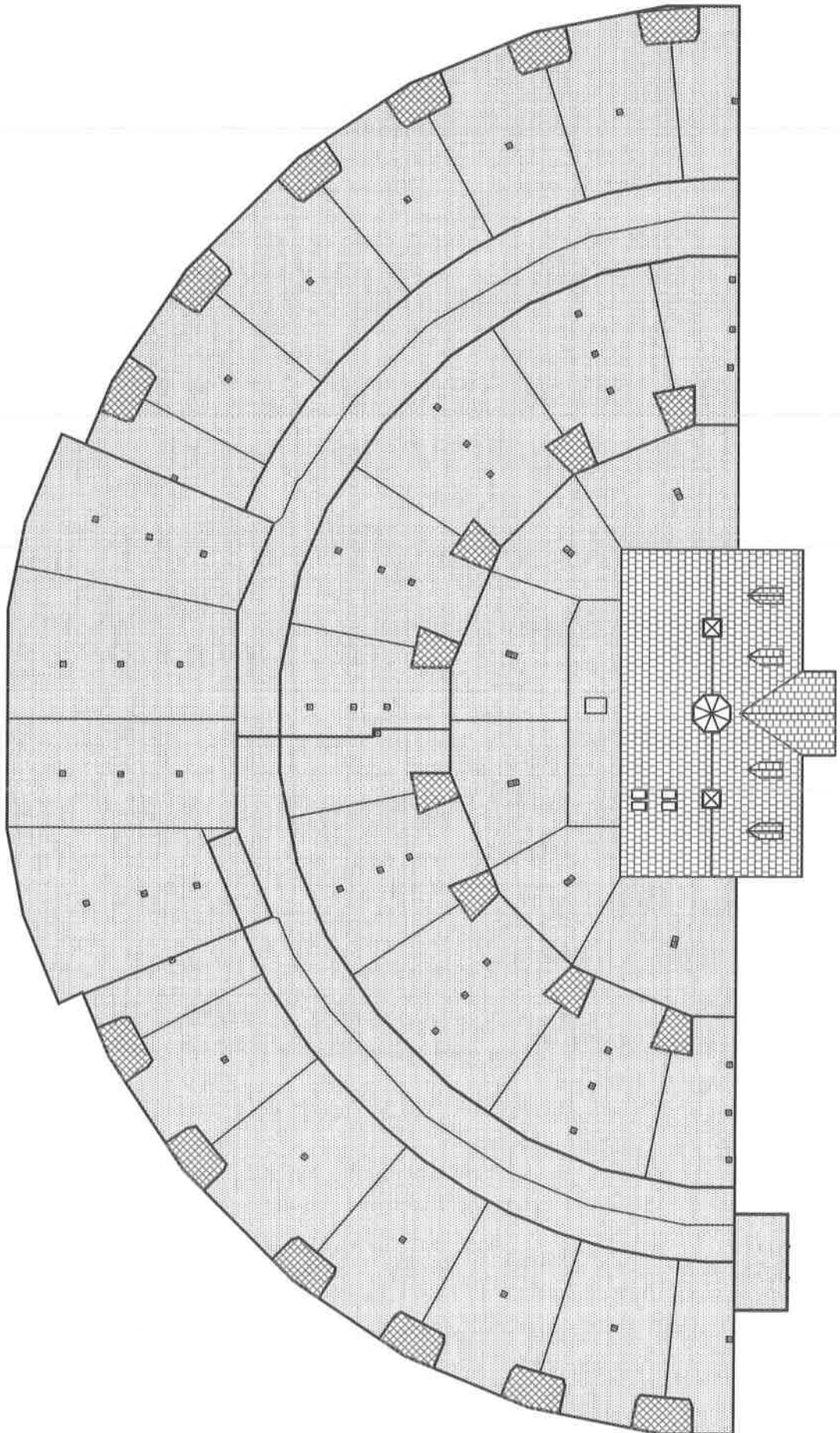
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

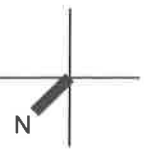
ATTACHMENT "C": DETENTION CENTER ROOF REPLACEMENT SCHEDULE

Task	Duration		Start	End
RFP ITEMS	90	Days	09/20/21	12/19/21
Front End Document and Advertisement	27	Days	09/20/21	10/17/21
Pre-RFP Meeting	1	Days	09/27/21	09/27/21
RFP Responses Due	1	Days	10/18/21	10/18/21
RFP Responses Review and Selection	15	Days	10/19/21	11/03/21
Law and Purchasing Review & Comments	10	Days	11/04/21	11/14/21
Legistar	1	Days	11/15/21	11/15/21
Council WS	15	Days	11/16/21	12/01/21
Council Reading 1	4	Days	12/02/21	12/06/21
Council Reading 2	1	Days	12/07/21	12/08/21
Purchase Order & Design Services NTP	10	Days	12/09/21	12/19/21
Pre-Design Meeting	1	Days	12/20/21	12/21/21
Task 1: Schematic Design	53	Days	12/20/21	02/11/22
SD	45	Days	12/22/21	02/05/22
Schematic Design Presentation to LFUCG	5	Days	02/06/22	02/11/22
Task 2: Design Development	66	Days	02/12/22	04/19/22
DD	60	Days	02/12/22	04/13/22
DD 100% Review	5	Days	04/14/22	04/19/22
Task 3: Construction Documents	95	Days	04/20/22	07/24/22
Construction Documents	60	Days	04/20/22	06/19/22
CD 100% Review	5	Days	06/20/22	06/25/22
Code Review	5	Days	06/26/22	07/01/22
Final Independent Cost Estimate	5	Days	07/02/22	07/07/22
Final Adjustments Based on Code and Budget	10	Days	07/08/22	07/18/22
Construction Services Bid Pack Submittal to	5	Days	07/19/22	07/24/22
Task 4: Bidding and Award	TBD	Days	TBD	TBD
Advertisement for Construction Services	TBD	Days	TBD	TBD
Pre-Bid Meeting	TBD	Days	TBD	TBD
Construction Services Bid Opening	TBD	Days	TBD	TBD
Bid Review, Evaluation and Recommendation	TBD	Days	TBD	TBD
Law and Purchasing Review & Comments	TBD	Days	TBD	TBD
Council Reading 1	TBD	Days	TBD	TBD
Council Reading 2	TBD	Days	TBD	TBD
Official Construction Bid Award & NTP	TBD	Days	TBD	TBD



ROOF PLAN
N.T.S.

EXISTING ROOF PLAN - ATTACHMENT D





RFP #35-2021
Proposal to provide Architectural
Design Services for

Roof Replacement Project at Community Corrections

Lexington-Fayette Urban County Government

October 18, 2021

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FORMS





**BRANDSTETTER
CARROLL INC**
ARCHITECTS • ENGINEERS • PLANNERS

October 18, 2021

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

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

255 Seven Farms
Drive, 300-A
CHARLESTON
SC 29492

Purchasing Director
Lexington Fayette Urban County Government
Room 338, Government Center
200 East Main Street, 3rd Floor
Lexington, KY 40507

Attn: Todd Slatin, Director

RE: RFP #35-2021 Design Services for Roof Replacement Project at Community Corrections

Dear Purchasing Director and Selection Committee:

Brandstetter Carroll Inc. (BCI) has been involved in numerous detention facilities, throughout the Commonwealth, and we have a detailed understanding of the requirements for this project. Our experience in this type of project extends over a period of 42 years. We understand this project is important and more than just a maintenance project. We are sensitive to the security and safety protocols required for a project of this size and scope at this facility.

Our most recent experience with roof replacements on existing detention facilities was within the last five years at the Grant County Detention Center and Lewis County Detention Center. We worked with these officials and staff to design and construct the necessary repairs while maintaining operations and a secure facility. The projects are now complete.

In addition, we recently worked with LFUCG Community Corrections on the Kitchen Floor Replacement. Furthermore, we currently are working on the design of new housing units at the Little Sandy Correctional Complex. Building new facilities within an existing operating prison is complex and we are detailed in how we do this so as to not affect operations and maintain full security for the facility.

We have experience working with a variety of correctional facilities. Our resume includes 12 Corrections Facilities, of which two were roof replacements. Additionally, we have numerous other roof replacement projects and correctional projects in the Kentucky, Ohio, West Virginia, and Texas.

We bring an excellent team of professionals to the project. BCI can provide creative and reasonable solutions required for this type of project. The proposed group of professionals will work in collaboration with the Owner's representatives to exceed all expected project outcomes! **The following group of robust professionals comprises our team.**

- A. **Eric M. Chambers, AIA** possesses organizational skills necessary for the successful development of a project of this nature. He is the firm's Public Safety Architect, and was instrumental in the design of the projects herein and his success on these projects has been well-documented. He will serve as the Principal-In-Charge and Corrections Architect for this assignment.
- B. **Philip N. Schilffarth, AIA** has served as Project Architect, Project Manager, and Technical Architect on many projects in this proposal. Mr. Schilffarth has the skills to lead the process of design and has worked on numerous correctional facilities. He will serve as the Project Manager for this project.

- C. **Ian C Beattie, CDT, CCCA** has served as Construction Administrator on many projects in this proposal. Mr. Beattie has more than 25 years in construction and will work to ensure the requirements of the documents are met. He will serve as the Construction Administrator for this project.
- D. The consulting services of both **Robert Pass and Associates** and **RoofTec** have been utilized by the Firm for 10 years. Relationships have been forged between the three Firms which yield a more thorough effort and a better communicated and coordinated project. Both these firms currently are working with BCI on other projects.

We have extensive experience with budget control and project performance. BCI has built a reputation of excellent **quality control** and high expectations of contractors while developing excellent working relationships built on trust with Owners. We wish nothing less for this project. We have a long and consistent history of cost control and project performance. Our team worked with the City and Community Corrections on the Kitchen Floor Replacement and worked to ensure they got the intended product they paid for in the design. The project dealt with contractor quality and installation issues and our team led the effort to ensure the corrections and additional warranty protections were received from the contract.

In summary, through the **quality of our staff, the assembled Team, and the breadth of relevant work history**, the City can be confident BCI will deliver the requested project outcomes. We more than appreciate the opportunity to continue our work with the City of Lexington and Community Corrections.

We believe you will find our response thorough, yet concise, and in direct response to your request depicting our Firm's capabilities and strengths. We are willing to enter into an agreement with the LFUCG and look forward to being of continued service to the City of Lexington.

Sincerely,
Brandstetter Carroll Inc.



Benjamin E. Brandstetter, P.E.
President

SECTION I. FIRM OVERVIEW

FIRM OVERVIEW

Brandstetter Carroll Inc. (BCI) is a firm of Architects, Engineers, Landscape Architects, and Planners founded in 1979 with the express purpose of providing professional design services to public sector clients. Since the firm's inception, BCI has grown to include a staff of nearly 60 and maintains offices in Lexington, Cincinnati, Cleveland, Dallas, and Charleston. The firm's in-house services include architecture, civil engineering, transportation engineering, landscape architecture, park and recreation system planning, interior design, construction administration, and resident inspection.

Architecture

Public Safety Buildings
Courthouses
Public Administration
Recreation Centers
Libraries
Higher Education
Interior Design

Recreation, Planning, & Landscape Architecture

Park Design
System Planning
Master Plans
Aquatic Facility Design
Nature Centers & Camps
Sports Complexes
Feasibility Studies
Trail Planning & Design

Engineering

Roadway Design
Traffic Planning
Sewer and Water Systems
Aviation Engineering
Streetscape Design
Site Development

ARCHITECTURAL SPECIALIZATION

BCI was founded in Lexington Kentucky, with the express purpose of providing professional design services to units of local government in Kentucky, Ohio, West Virginia, and many other states. As the firm grew, disciplines in Civil Engineering, Landscape Architecture, and Planning were added. The firm has a deep portfolio in virtually all areas of public infrastructure, but especially in Public Safety, developing experience not only in design but also planning, funding, operations, and revenue. **In the field of public safety buildings, BCI has completed more than:**

- 12 Correctional Facilities**
- 32 Law Enforcement Facilities**
 - 9 911 / Emergency Operations Centers**
- 68 Fire Stations and Fire Headquarters**
- 35 City Hall/County Administration Buildings**
- 38 Courthouses/Justice Centers**

BCI operates under a unique Business Model where Project Managers and Construction Administrators are in offices near projects, and Market Sector Leaders are located in any of our offices. This allows clients to access the high levels of specialized expertise offered by Market Sector Leaders. This Business Model has been enhanced through changes in technology, being able to produce high-quality deliverables in less time. **The work for the LFUCG Roof Replacement at Community Corrections project will be completed in BCI's Lexington office. All other team participants are from the Commonwealth, and many reside in Lexington.**

FIRM LOCATIONS

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

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

1220 West 6th Street, Suite 300
Cleveland, OH 44113
216.241.4480 (Phone)

17300 Preston Road, Suite 310
Dallas, TX 75252
214.762.2535 (Phone)

255 Seven Farms Drive, 300-A
Charleston, SC 29492

“WE ENHANCE COMMUNITY AND QUALITY OF LIFE”

MARKET SECTOR LEADERS

In 2011, BCI recognized the marketplace was demanding specialized professionals for a given project type, whereas in times past, being a generalist was acceptable. The Market Sector Leader program was born out of this realization. Market Sector Leaders (MSL) are professionals who focus on a specific project type in their practice, continuing education, and affiliations. At BCI, there are seven MSL professionals who focus their energies within their field.

Our Market Sector Leaders are:

Eric M. Chambers, AIA, Public Safety and Correctional Facilities
Philip N. Schilffarth, AIA, Aquatics and Recreation Architecture
Patrick D. Hoagland, ASLA, Recreation, Planning, and Landscape Architecture
Charles L. Schneider, P.E., Aquatics Engineering
Monica G. Sumner, AIA, Justice and Library
Eric M. Chambers, AIA, Public Safety and Correctional Facilities
Richard T. Parker, AIA, Camp Master Planning and Design
Bruce G. Brandstetter, P.E., Aviation Engineering and Water Resources

ERIC M CHAMBERS, AIA

Public Safety Architect

The BCI Team has worked in the public sector for more than 40 years. BCI and Mr. Chambers have worked with governmental agencies and police departments in various municipalities. Mr. Chambers has facilitated multiple agencies coming together to develop a public safety or municipal center to capitalize on the limited funding available. These collaborations benefit each agency but accommodate shared resources so each department could get a new facility.

Mr. Chambers has worked on numerous public safety projects including corrections facilities, police stations, fire stations, emergency operations centers, 911 dispatch centers, and many combination facilities. Mr. Chambers currently is working on police facilities in Nicholasville, Kentucky; Westerville, Ohio; and Denton, Texas. Mr. Chambers also is working on combination facilities with public safety attributes in Moundsville, West Virginia, and North Canton, Ohio. He has been the project manager on most BCI public safety facilities since 2004.



Plan review Nicholasville Police Department

Mr. Chambers stays well versed on the trends and the intricacies of Law Enforcement and Corrections. Mr. Chambers also is knowledgeable in certifications and accreditation standards and how a design must comply with regulations. Mr. Chambers understands there is a relationship that must be maintained between correctional facilities, police, other departments, and government officials, and has the experience to maneuver these relationships with an appreciation for the sensitivity between the involved parties and what is important to each entity.

Mr. Chambers will be responsible for the programming and design of the facility. He will confer with staff as to their needs and requirements. He will advise as to recent design considerations and as to the latest equipment choices and features. As Principal-in-Charge, he will oversee the delivery of services by the firm, review cost estimates, and monitor the project schedule as well as provide input and oversight throughout the design process.

FIRM OVERVIEW

Philip N. Schilffarth, AIA - Project Manager



Mr. Schilffarth will be the Project Manager, coordinating the efforts of all Design Team members. He will attend all client meetings, hold conferences with Engineering Consultants, confer with Contractors, and be responsible for local government permitting. He will be the primary client contact.

Ian C. Beattie, CSI, CCCA, AFO, Construction Administration



Mr. Beattie serves as Construction Administrator for the majority of the firm's Architectural projects including public safety facilities, courthouses, libraries, city and county administration buildings, maintenance facilities, recreation centers, and aquatic centers. He holds certification as a Certified Construction Contract Administrator by the Construction Specifiers Institute.

SUBCONSULTANT UTILIZATION

Robert Pass + Associates – Cost Estimating



Robert Pass + Associates is a firm of construction cost consultants with considerable experience in cost planning and control. As a member of the design team, they assist in developing a feasible program budget and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather than producing cost estimates retrospectively after much design effort has been expended, which may impact the timeline of the project. RPA will prepare a detailed cost plan from the Architect's drawings for all phases of the work. This will constitute a reference against which all design developments will be checked during the preparation of the working drawings.

ROOFTEC – Roof Consultant



ROOFTEC has been in business for more than 30 years and has provided roof design services on numerous projects. They assisted BCI in roofing decisions on several past projects, including the Whitaker Family YMCA in Lexington. Principal Scott Snyder will examine the existing building, assist in the design of the enclosure system, and make several site inspections during construction.

LITIGATION AND CONFLICT OF INTEREST STATEMENT

Brandstetter Carroll Inc. currently has no major pending litigation cases and has never had a court finding against the firm. BCI has no conflicts of interest providing professional services on this project.

CUSTOMER SATISFACTION TRACKING

BCI constantly monitors customer satisfaction through meetings, surveys, and debriefs.

CONTINUING EDUCATION/PROFESSIONAL TRAINING PROGRAM

Professionals at BCI, both registered and unregistered, pursue and complete continuing education opportunities throughout the year

STATEMENT OF WORKLOAD AND CAPACITY

BCI is currently at 75% of workload capacity for 2021 and has the capacity to start the project immediately upon award and contract. BCI can complete the work and deliverables as per the outlined schedule.

FIRM STAFFING

BCI has adequate staff available to address any project that the Lexington Fayette Urban County Government would assign. While the primary staff for any assignment is located at our Lexington office, supplemental staff are available from any of our offices to provide support or expertise. Our firm has nearly 60 employees with our specialization breakdown listed below:

- | | |
|--|---|
| 10 Registered Architects | 3 Construction Administration |
| 3 Registered Landscape Architects | 2 Landscape/Planning Support Staff |
| 6 Professional Engineers | 10 Engineering Support Staff |
| 12 Administrative Support Staff | 10 Architectural Support Staff |

BCI OWNERS AND PRINCIPALS

Benjamin E. Brandstetter, P.E., LEED GA
Monica G. Sumner, AIA, CID
Lawrence W. Brandstetter, AIA
Patrick D. Hoagland, ASLA
Nancy K. Nozik, AIA
Eric M. Chambers, AIA, LEED GA
Charles L. Schneider, P.E.
Philip N. Schilffarth, AIA, CID, LEED AP
Ian C. Beattie, CSI, CCCA
Bruce G. Brandstetter, P.E.
Richard T. Parker, AIA, LEED AP
Elizabeth S. Holser, AIA

President/Owner
Executive Vice President/Owner
Chairman
Vice President/Owner
Vice President/Owner
Vice President/Owner
Vice President/Owner
Vice President/Owner
Vice President/Owner
Vice President/Owner
Principal
Principal
Principal



Before



After

SECTION II. PROJECT TEAM

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

Vice President



ROLE ON THIS PROJECT: Principal-in-Charge

Mr. Chambers is a Registered Architect who joined BCI in 2003 and has served as Principal-in-Charge/Architect for numerous projects. His diverse portfolio includes projects such as correctional and public safety facilities, municipal buildings, courthouses, and maintenance facilities.

EDUCATION

University of Kentucky, Bachelor of Architecture, Business Minor

PSMS Project Management (BARCH) Bootcamp

Recreation Facility Design School

High Performance School Buildings

F.I.E.R.O. Fire Station Design Symposium

Cancer Awareness and Prevention Program for the Fire Industry

REGISTRATIONS

Registered Architect:

Indiana AR12100053

Kentucky 6882

Ohio ARC.1817468

South Carolina AR.10835

Texas 29571

LEED Green Associate

Construction Document Technologist (CDT)

AFFILIATIONS

American Institute of Architects (AIA)

NCARB

Leadership Central Kentucky

Baptist Church at Andover Property and Facility Task Force

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

LEXINGTON FIRE STATION NO. 24
Lexington, Kentucky

LEXINGTON FIRE STATIONS NOS. 9 AND 13 IMPROVEMENTS
Lexington, Kentucky

KENTON COUNTY DETENTION CENTER
Covington, Kentucky

RUSSELL COUNTY DETENTION CENTER
Jamestown, Kentucky

RESTRICTED CUSTODY FACILITY
Adair County, Kentucky

CAMPBELL COUNTY RESTRICTED CUSTODY CENTER
Newport, Kentucky

CAMPBELL COUNTY JAIL ADMINISTRATION BUILDING
Newport, Kentucky

BEREA CITY ADMINISTRATION, POLICE, AND FIRE FACILITY
Berea, Kentucky

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

SOMERSET CITY HALL AND POLICE
Somerset, Kentucky

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

BOWLING GREEN POLICE EVIDENCE STORAGE
Bowling Green, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

DELHI TOWNSHIP ADMINISTRATION, POLICE, AND FIRE
Delhi Township, Ohio

PHILIP N. SCHILFFARTH, AIA, CID, LEED AP, AFO

Vice President



ROLE ON THIS PROJECT: Project Manager

Mr. Schilffarth is a Licensed Architect and member of the American Institute of Architects. He also is a LEED-Accredited professional. Mr. Schilffarth has more than 14 years of experience and has served as a Project Manager for the majority of that time.

EDUCATION

University of Kentucky, College of Design, Bachelor of Architecture

PSMJ Project Manager Bootcamp

REGISTRATIONS

Registered Architect

Indiana AR12100070

Kentucky 7451

Ohio ARC1817464

Certified Interior Designer:

Kentucky #0318CID

LEED AP #10375089

AFFILIATIONS

LEED AP, 2008 - Present

AIA, Member 2008 - Present

NCARB Program, 2008 - Present

EBCE Student Mentor

Boy Scouts of America Assistant Scout Master

AFO, 2016 - Present

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

GRANT COUNTY DETENTION CENTER TPO ROOF AND INSULATION REPLACEMENT
Grant County, Kentucky

LEWIS COUNTY JAIL ROOF REPLACEMENT
Vanceburg, Kentucky

KENTON COUNTY DETENTION CENTER
Covington, Kentucky

RUSSELL COUNTY DETENTION CENTER
Jamestown, Kentucky

CAMPBELL COUNTY DETENTION CENTER
Newport, Kentucky

CAMPBELL COUNTY JAIL, KITCHEN, AND LAUNDRY STUDY
Newport, Kentucky

CAMPBELL COUNTY JAIL ADMINISTRATION BUILDING
Newport, Kentucky

BEREA MUNICIPAL, POLICE AND FIRE SAFETY BUILDING
Berea, Kentucky

SOMERSET CITY HALL AND POLICE DEPARTMENT
Somerset, Kentucky

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

WESTERVILLE PUBLIC SAFETY CENTER
Westerville, Ohio

NORTH CANTON SAFETY SERVICES CENTER
North Canton, Ohio

IAN C. BEATTIE, CSI, CCCA, AFO

Vice President – Director of Field Services



ROLE ON THIS PROJECT: Construction Administrator

Mr. Beattie serves as the Construction Administrator on the majority of the firm's Architectural projects, including public safety facilities, courthouses, libraries, city and county administration buildings, maintenance facilities, recreation centers, and aquatic centers. He is recognized as a Certified Construction Contract Administrator by the Construction Specifiers Institute.

EDUCATION

Lexington Community College,
Associate Degree in Architecture

University of Kentucky, College of
Architecture

REGISTRATIONS

Certified Construction Contract
Administrator

Construction Document
Technologist

Aquatic Facility Operator

AFFILIATIONS

Volunteer Fire Fighter/First
Responder, Camp Dick Fire &
Rescue, Lancaster, Kentucky
(1997 - 2003)

Former Technical Affiliate to
Department of Architecture,
Lexington Community College

Secretary of Fraternal Order of
Police, Lodge #59

Scott County Constable,
Georgetown, Kentucky

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

LEXINGTON FIRE STATION NO. 24
Lexington, Kentucky

LEXINGTON FIRE STATIONS NOS. 9 AND 13 IMPROVEMENTS
Lexington, Kentucky

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

BEREA CITY ADMINISTRATION, POLICE, AND FIRE FACILITY
Berea, Kentucky

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

ASHLAND POLICE HEADQUARTERS
Ashland, Kentucky

DANVILLE CITY HALL AND POLICE STATION
Danville, Kentucky

WILLIAMSTOWN CITY HALL AND POLICE STATION
Williamstown, Kentucky

IRVINE MUNICIPAL COMPLEX AND POLICE STATION
Irvine, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

WESTERVILLE POLICE AND COURT FACILITY
Westerville, Ohio

DELHI TOWNSHIP ADMINISTRATION, POLICE, AND FIRE
Delhi Township, Ohio

BRYAN PUBLIC SAFETY COMPLEX
Bryan, Ohio

CINCINNATI POLICE HEADQUARTERS RENOVATION
Cincinnati, Ohio

ROBERT PASS + ASSOCIATES

309 East Market Street
Suite 302
Louisville, KY 40202

502 589.7632
Fax 589.7634
Cell 797.2540

rpaconsultants@bellsouth.net

Construction Costs Consultants

Robert G. Pass:

Architectural/Structural/Civil Estimator

YEARS EXPERIENCE

With Robert Pass and Associates, Inc. 29 Years
With Other Firms 4 Years



PROFESSIONAL DEGREES

Bachelor of Science (Hons) Kingston -Upon-Thames Polytechnic 1988

WORK EXPERIENCE

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

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

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

RELEVANT EXPERIENCE

LFUCG Roof Replacement, Family Care Center, Police Headquarters, Government Center Annex, Lexington, KY
LFUCG Palmer Building, Re-Roofing, Lexington, KY
Police Canine Facility, Lexington, KY
Fire Station #24, Lexington, KY
Lexington Public Library, Village Branch, Lexington, KY
Lexington Police Canine Facility, Lexington, KY
Historic Fayette County Courthouse Renovation, Lexington, KY
Lexington Senior Center, Lexington, KY
Franklin County Humane Society, New Facility, Frankfort, KY

Scott Snyder, Principal
RCI Registered Roof Observer
ITC Certified Infrared Thermographer
Haag Certified Roof Inspector



Scott Snyder is an RCI Registered Roof Observer with expertise in evaluation, design, project administration, and quality assurance projects, with specializations in roofing, hail damage, and infrared testing. He has been with RoofTEC since 2006, and holds a Bachelor Degree from Cleveland State University. Scott is also an ITC Certified Infrared Thermographer, and a Haag Certified Roof Inspector. He has conducted hundreds of roof evaluations and infrared moisture detection surveys in 29 states. Scott is currently the President for the Ohio Valley Chapter of RCI, the Institute of Roofing, Waterproofing and Building Envelope Consultants.

Roofing expertise includes hot applied and cold applied built-up roofs, single plies, modified bitumen(s), SPUF, standing seam metal, and asphalt shingle roofing. Professional registration of "Registered Roof Observer" distinguishes proven standards of education, experience, and ethics.

RoofTEC maintains professional status with no conflicts of interest, including, no manufacturing, distributing, or contracting. Typical clients include schools, university systems, state and municipal projects, hospitals, industry, office and condominium property managers, architects, insurance claims specialists, and financial institutions.

Recent Projects



Solon City School District – High School Athletics



Eaton World Headquarters



SECTION III. EXPERIENCE

RELEVANT EXPERIENCE

Bourbon County Judicial Center Roof Replacement

Bourbon County, Kentucky

Project Information

Owner: Bourbon County
Contact: Mike Williams, Judge Executive
859.987.2135
judge@bourbonky.com
Size: 10,990 s.f.
Estimated/
Actual Cost: \$244,516/\$257,262
Subconsultants: N/A

BCI was contracted by the Administrative Office of the Courts for Bourbon County to provide services for the project that included demolition and replacement of a standing seam roof system and TPO roof system including sheet metal flashings, scuppers, gutters and downspouts, on the Bourbon County Judicial Center. This building is only 15 years old, but after working with Rooftec during the assessment phase, it was determined the failure of the roof was due mostly to a poor initial installation. BCI generated some revisions to the original design to allow for a better second-generation roof installation.



RELEVANT EXPERIENCE

Grant County Detention Center TPO Roof and Insulation Replacement

Grant County, Kentucky

Project Information

Owner: Grant County
Contact: Chuck Dills, Judge Executive
859.823.7561
cdills@grantco.org
Size: 55,696 s.f. of roof, 2,220 s.f. of kitchen
Estimated/
Actual Cost: \$855,210/\$890,171
Subconsultants: KLH Engineers (MEP)

BCI was contracted by Grant County to assess the roof at the Grant County Detention Center. Following the assessment, it was determined a totally new roofing system was required, due to moisture drainage to the existing underlayment and insulation. The project included replacement of sheet metal flashings, standing seam roofing, ridge caps, gutters, and downspouts. Renovation of the kitchen including new epoxy floor, painting, new ACT, and new equipment.



RELEVANT EXPERIENCE

Lewis County Jail Roof Replacement Vanceburg, Kentucky

Project Information

Owner: Lewis County
Contact: Todd Ruckel, County Judge Executive
606.796.2722
Size: 12,235 s.f.
Estimated/
Actual Cost: \$125,000/\$135,000
Subconsultants: N/A

BCI was contracted by Lewis County for services related to a jail roof replacement. The project was a full roof replacement of the Lewis Co. Detention Center in Vanceburg, Kentucky.



RELEVANT EXPERIENCE

Little Sandy Correctional Complex Expansion

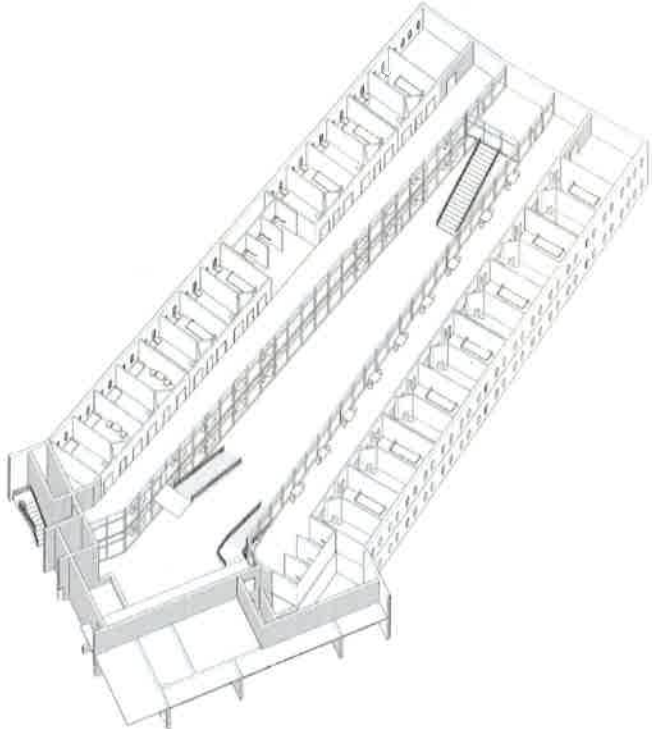
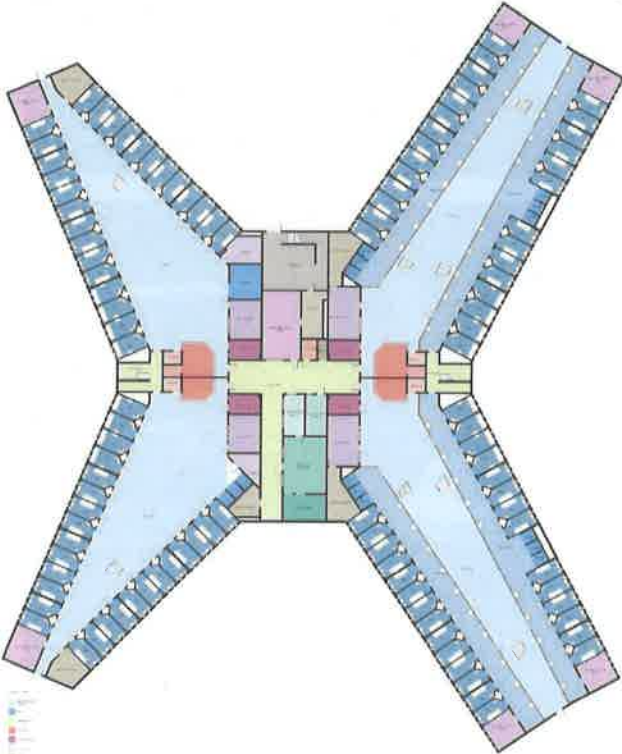
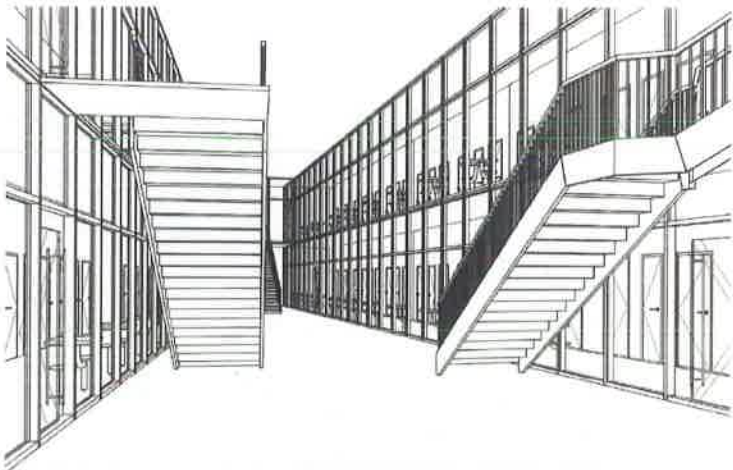
Sandy Hook, Kentucky

Project Information

Owner: Commonwealth of Kentucky
Contact: Joseph Sandman, Project Manager
502.782.0329
joseph.sandman@ky.gov
Size: TBD
Estimated/
Actual Cost: \$80 million/TBD

Subconsultants: HOK (Architecture & Security Electronics); Abbie Jones (Survey); Bluegrass Geothermal (Geothermal Bore & Conductivity); LE Gregg (Geotechnical)

Brandstetter Carroll Inc. was part of the team hired in July 2021 to expand and enhance the Little Sandy Correctional Complex. The team will work with the Owner to provide an expansion that fits the Owner's vision and meets modern corrections guidelines.



SECTION IV. PROJECT APPROACH

PROJECT APPROACH

CURRENT PROJECT UNDERSTANDING

The Fayette County Detention Center needs a roof replacement for approximately 265,000 s.f. of roof surface, composed of low slope EPDM system and a gabled shingle roof. The City will have a roof scan done by a third party along with the scan from 2019 to assist the consultant on the areas that are experiencing water infiltration. The team will be responsible for further testing and inspections to determine if the roof drain and leaders are unobstructed including the underground storm system. The team also will be responsible for integrity of the skylights.

The City and Community Corrections have conducted some level of discussion and assessment of what would be needed for the facility roof. The following items are what the consultant team has identified in review of the RFP and Scope Documents:

- Original Roof Warranties are expired
- Numerous areas of ponding that migrate into the building
- 245,000 s.f. of EPDM Roof
- 20,000 s.f. of asphalt shingle roof system at gables
- Infrared scan conducted in 2019 and a second scan will be conducted by LFUCG
- Roof insulation, membrane, flashings, curb flashings, cupola flashings, gutters, drains, lightning protection, copings, and skylights are within scope of the project
- Roof leaders, drains, and storm drainage to be scoped to verify no obstructions exist
- Mechanical equipment will be replaced in separate contract and responsibility for consultant to coordinate with that team on curbs, etc.
- Coordination with the roof paver system is required but not expected to be replaced
- Coordination with the end user will be required throughout design and construction to minimize impact on operations and to make sure all conditions and requirements are met with respect to the security of the facility, inmates, staff, and contractors
- Record drawings are available for the consultant to use
- Life Cycle analysis, cost analysis of systems, and maintenance analysis for each system to be provided during the design phase

DESIGN PROCESS

STAGE 1 – DESIGN STAGE

The RFP states there will be two stages of the project. The first stage is to be started immediately upon the selection of the architect, and is to conduct an assessment of the roof, drains, and other parts of the system. Once this is complete the schematic design, design development, construction documents, and bidding and negotiation will commence.

BCI is familiar with the corrections operations and security protocols and the team understands the value and sensitivity to conducting a process and project such as this. The end users must be engaged throughout the entire process. BCI is committed to attending meetings as often as needed and does not limit our meetings during the design stage. The RFP and City Consultant Services Contract outlines each of these stages and phases in detail. A summary of the process is below and BCI has a strong belief and commitment to the planning and design phase as the success of the project happens most effectively at this stage. All deliverables required by the City RFP and contract will be provided by the team.

A summary of the services is as follows:

I. Assessment, Planning, and Design Phase

- Conduct a Kick-off Meeting with the Building Committee
 - Document goals and objectives
 - Review previous studies/actions

PROJECT APPROACH

- Confirm project schedule and deliverables
- Field Tour and Verification
 - Scope existing drains and leaders.
 - Field verify roof components and existing conditions.
 - Conduct Condition Assessment
- Compare Roof Systems
 - Type
 - Life Cycle Costs
 - Warranties
 - Maintenance and Operating Analysis
- Prepare Condition Assessment report and present to Owner
- Develop a preliminary recommendation for review with Owner; modify recommendation as required through Owner meeting process; present Final Recommendation
- Provide Preliminary Opinion of Probable Cost from Third Party Estimator
- Conduct Preliminary Code Review and Submittal process

II. Schematic Design

- Provide schematic floor plans, roof plans, phasing plans, elevations, and other drawings as required depicting the scope of the proposed project. Schematic engineering drawings also will be prepared to assist the Owner in the understanding of the proposed improvements. A cost estimate also will be prepared for Owner review.

III. Design Development

- Provide more detailed drawings and outline specifications which will show the further developed design including details and sections. The construction cost estimate will be updated and reviewed with the Owner for approval.

IV. Construction Documents

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

V. Bidding, Negotiation, and Permitting

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

STAGE 2 – CONSTRUCTION ADMINISTRATION STAGE

These services will be based upon the City's RFP and Consultant Services Agreement. A summary of the process is below and BCI has a strong belief and commitment to the construction administration level and provides a specialized construction administrator to each project to ensure the client receives the facility they worked so hard to design and specify. All deliverables identified in the RFP and contract will be provided by the team.

PROJECT APPROACH

A summary of the for this Stage are as Follows:

I. Construction Administration

- Conduct weekly field visits and generate field reports
- Attend bi-weekly progress meetings
- Recommend the acceptance or rejection of work
- Clarify Construction Documents and answer contractor questions
- Review RFIs and maintain RFI Log
- Review submissions and maintain Submittal Log
- Review contractor claims for delays and costs
- Review and Approve Pay Requests in compliance with work in place
- Perform final inspection and produce Punch List

II. Warranty Review

- Assist owner with getting contractors to address any corrective work needed during the warranty period
- Meet with the Owner and Contractor on site at the 10th month of the Warranty period to determine if any warranty items need contractor attention

PROPOSED PROJECT SCHEDULE

BCI has reviewed the intended scope of services and schedule identified in the RFP. BCI has no issues with the proposed project schedule to achieve the desired outcomes and goals of the project.

SCHEDULE/BUDGET MANAGEMENT

BCI clients demand responsible budget and schedule control. The "Owners" actually are the taxpayers who demand greater local accountability than their State or Federal counterparts. We have numerous residents of, and successful businesses in, Lexington who have a vested interest in this project being successful.

COST CONTROL is maintained by providing cost updates throughout the project. This is vitally important in today's construction climate due to rising prices, supply chain issues, and smaller contractor pool. Regular communication with area contractors is also necessary. Since this project will be bid in 2022, cost control will be even more challenging when considering the recent increases in labor and materials. Very few BCI projects ever need to be re-bid and the staff is well experienced in the art of Value Engineering. Cost control also is maintained during construction by the control of change orders. **BCI projects average change orders of 1.5% compared to the industry average of 4%.**

SCHEDULE CONTROL is maintained by the preparation of a responsible schedule at the beginning of a project. Key approvals such as City Council authorizations, Planning and Zoning, utility companies and building permits must be considered along with the prerequisite conversations and submissions.

BCI recently initiated a technique that enhances communication and scheduling. At the beginning of planning and design services, tentative dates for all Owner meetings are identified along with the planned agendas and anticipated participants. Agreeing on agendas in advance clearly shows the expectations for all parties, and it is helpful in keeping elected officials informed as to progress. The meeting agenda during construction occurs after the contractor has been selected. The preliminary schedule has identified many of these dates already and a final review at the kickoff meeting will be conducted and any adjustments will be made to enhance the schedule.

PROJECT APPROACH

COMMUNICATION METHODOLOGY

The key to communication success is as follows:

1. The Owner and Architect each need to have identified representatives who will communicate between the parties. BCI proposes Project Manager Philip N. Schilffarth, AIA for the Design Team. The Owner will need to identify their designated representative. This can be a city employee or contract person. Mr. Schilffarth will be responsible to record the meetings and then distribute to appropriate attendees. He also will file the documents for further use if needed. Construction reports and related documents will be reviewed by Mr. Schilffarth, approved, and distributed.
2. During construction it is imperative communications move from contractor to Project Manager to Owner. Most industry contracts require this. Such a policy might become difficult to enforce, but most construction litigation can be avoided if these practices are followed.



SECTION V. REFERENCES

REFERENCES

Brian Wofford, Jailer, Boyle County

859.238.1127 | bwofford@boyleky.us

In 2017, BCI provided a Criminal Justice and Correctional System Study to the City of Danville. The Study addressed the overcrowding issue at the Boyle County Jail and assessed the problem as more than just a matter of a potential building design. The Consultant Team analyzed each section of the Criminal Justice System from Law Enforcement, Prosecutors, Defenders, Judges, Administrative Office of the Courts, Department of Corrections, Probation, Corrections, Re-Entry, etc. BCI examined jail program needs, community resources, and alternative sentencing options to ease the increasing inmate population.

Todd Reece, Assistant Chief, LFUCG Fire Department

859.231.5679 | reecem@lexingtonky.gov

Lexington-Fayette Urban County Government has contracted BCI to construct, design, and renovate three fire stations (nos. 2, 9, and 24) in Lexington. Fire Station No. 2 was constructed to replace an aging facility which was completed on budget in summer 2016. Fire Station No. 24's preliminary conceptual design was completed on budget in 2019. Fire Station No. 9's addition/renovation is complete and was a successful renovation and addition to this station.

Todd Justice, Chief of Police, Nicholasville Police Department

859.885.9467 | todd.justice@nicholasville.org

BCI was selected to design a new Police Building for the City of Nicholasville in 2020. The new facility replaces a dated, undersized facility. Additionally, BCI completed a threat mitigation assessment. Due to change orders initiated by the owner the project is expected to be completed under the projected budget. Construction began summer 2021.



APPENDIX

AFFIRMATIVE ACTION POLICY

Brandstetter Carroll Inc. recognizes its responsibility to provide equal employment opportunity to members of minority groups and, consequently, has developed a written Affirmative Action Program. Brandstetter Carroll Inc. will take affirmative action and eliminate discrimination to assure minorities' equal opportunity. An increased effort will be made to inform employees and community groups of the firm's EEO Policy so the utilization of minorities can be increased throughout the firm. At appropriate intervals, Brandstetter Carroll Inc. will revise and update this Affirmative Action Program to set new goals and objectives so the firm's EEO Policy can be furthered in the future.

EQUAL EMPLOYMENT POLICY STATEMENT

It is the policy of Brandstetter Carroll Inc. to provide equal opportunity employment to all qualified employees and applicants for employment without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. Consequently, Brandstetter Carroll Inc. will recruit, hire, and promote all employees without discrimination because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status, and will treat all employees equally in regard to compensation, advancement, upgrading, promotion, and transfers. Decisions regarding employment will be based solely upon the qualifications and seniority as related to the requirements of the position for which the individual is being considered. This policy will ensure all personnel actions such as compensation, dismissals, transfers, firm sponsored training, benefits, education, and tuition assistance programs will be administered without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. Brandstetter Carroll Inc. agrees to assist leadership within the community to achieve full employment and utilization of the capabilities and productivity of citizens without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. The Company also will take affirmative action to make known equal employment opportunities exist within Brandstetter Carroll Inc. and to encourage persons to seek employment with this firm and strive for advancement.

OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS:

Requirement:

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.

OUTCOME/GOOD FAITH:

Brandstetter Carroll Inc. was unable to secure a MWDBE or Veteran-owned business for the project. After reviewing the LFUCG list of MBE/WBE/Veteran providers, there was no subcontractor that fit the required needs of the Roof Replacement at Community Corrections project.

AFFIDAVIT

Comes the Affiant, Benjamin E. Brandstetter, P.E., and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Benjamin E. Brandstetter, P.E.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by  on this the 18th day
of October, 2021.

My Commission expires: Aug 9, 2024

Lynda F. Gates
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

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

Bidders

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



Signature

Brandstetter Carroll Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Brandstetter Carroll Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1													1	1
Professionals		14	6													14	6
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical		16	16													16	16
Skilled Craft																	
Service/Maintena																	
Total:		31	23													31	23

Prepared by: Benjamin E. Brandstetter, P.E., President Date: 10 / 18 / 2021

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Brandstetter Carroll Inc.

Complete Address: 2360 Chauvin Drive, Lexington, KY 40517
Street City Zip

Contact Name: Benjamin E. Brandstetter, P.E. Title: President

Telephone Number: 859.268.1933 Fax Number: 859.268.3341

Email address: ben@bciaep.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 35-2021

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. N/A				
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.

Brandstetter Carroll Inc.

Company

October 18, 2021

Date

Benjamin E. Brandstetter, P.E.

Company Representative

President

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 35-2021

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

Company Name Brandstetter Carroll Inc.	Contact Person Benjamin E. Brandstetter, P.E.
Address/Phone/Email 2360 Chauvin Drive, Lexington, KY 40517 859.268.1933	Bid Package / Bid Date 35-2021; October 18, 2021

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

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

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

Brandstetter Carroll Inc.

Company

October 18, 2021

Date

Benjamin E. Brandstetter, P.E.

Company Representative

President

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 35-2021

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

Brandstetter Carroll Inc.

Company
October 18, 2021

Date

Benjamin E. Brandstetter, P.E.

Company Representative
President

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

October 18, 2021

Date

ATTACHMENT: A

FORM OF PROPOSAL

Design Services for Fayette County Detention Center Roof Replacement Project

Request for Proposal #35-2021

Form of Proposal

Consultant: Brandstetter Carroll Inc.

Address: 2360 Chauvin Drive, Lexington, KY 40517

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG 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 LFUCG 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 LFUCG (see Sample Contract **Attachment B**). 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 that 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
 - i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - 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, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through 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. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG 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:** Design Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of Design and through Construction Administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

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

<u>Design Stage (Total Services Below)</u>	\$ 152,640
Schematic Design Phase: (percentage of Lump Sum Fee)	\$ 38,160 25%
Design Development Phase: (percentage of Lump Sum Fee)	\$ 28,620 19%
Construction Documents Phase: (percentage of Lump Sum Fee)	\$ 76,320 50%
Bid Phase: (percentage of Lump Sum Fee)	\$ 9,540 6%
<u>Construction Administration Stage (Total of Services Below)</u>	\$ 38,160
Construction Administration Phase: (percentage of Lump Sum Fee)	\$ 34,344 90%
One Year Workmanship Warranty Coordination Assistance: (percentage of Lump Sum Fee)	\$ 3,816 10%
<u>Total Architectural/ Engineering Services</u>	\$ 190,800

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal/Sr Registered Architect/Engineer</u>	<u>250</u> \$/HR
<u>Registered Architect/Professional Engineer</u>	<u>175</u> \$/HR
<u>Intern</u>	<u>80</u> \$/HR
<u>Technician</u>	<u>65</u> \$/HR
<u>Clerical</u>	<u>50</u> \$/HR
<u>Senior Estimator/Administration</u>	<u>125</u> \$/HR
	<u> </u> \$/HR

- a. 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 zero percent (0%).
- b. Reimbursable expenses are included in the lump sum cost noted above. Reimbursable expenses for additional services will be based on actual costs.



Signature

Benjamin E. Brandstetter, P.E.

Name

President

Title

October 18, 2021

Date