

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of May 28, 2015 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BRANDSTETTER/CARROL, INC. (**CONSULTANT**). **OWNER** intends to proceed with aquatics master planning in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 17-2015. 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 planning and analysis 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. 17-2015.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning and analysis 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 planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 17-2015 (Exhibit "A") and Consultant's Response dated April 24, 2015 (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. 17-2015 (Exhibit "A").

After written authorization to proceed with the Project, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare/perform 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. 17-2015 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

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

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Exhibit "B" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

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

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services of CONSULTANT**

#### **5.1.1 For Basic Services.**

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

<u>Cost (Total Cost of Services Below)</u>	<b>\$150,000</b>
Task 1- Demographic/Market Analysis (Bluegrass Region):	\$12,500
Task 2 – Public Engagement:	\$44,800
Task 3 – Statistically Valid Aquatic Needs Assessment Survey:	\$17,200
Task 4 – Service Delivery Opportunities:	\$13,000
Task 5 – Facility Feasibility Study & Options:	\$31,000
Task 6 – Funding Sources & Economic Impact:	\$15,000
Task 7 – Action Plan & Final Report:	\$16,500

## **5.2. Times of Payment.**

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

## **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

**5.3.2.** In the event the services of the CONSULTANT are terminated by the OWNER for fault on the part of the CONSULTANT, the CONSULTANT shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the OWNER.

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

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

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

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

## **6.2. Ownership and Reuse of Documents.**

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

## **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

## **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

## **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

## **6.6. Accuracy of CONSULTANT'S Work.**

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

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

## **6.7. Security Clause.**

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

## **6.8. Access to Records.**

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

## **6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 17-2015 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS**

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

**8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.



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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: [Handwritten Signature]  
JIM GRAY, MAYOR

Date: 6/5/15/1

ATTEST:

[Handwritten Signature]  
MEREDITH NELSON, COUNCIL CLERK

CONSULTANT (BRANDSTETTER/CARROL, INC):

Signature: [Handwritten Signature]

Printed Name: LAWRENCE W. BRANDSTETTER

Position: PRESIDENT

Date: 6/4/15

COMMONWEALTH OF KENTUCKY  
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lawrence W. Brandstetter as \_\_\_\_\_ for and on behalf of \_\_\_\_\_, on this the 4 day of June, 2015.

My commission expires: 8-9-16

[Handwritten Signature]  
NOTARY PUBLIC, STATE AT LARGE, KY



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **#17-2015 Aquatics Master Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 24, 2015**.

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

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

### **RFP #17-2015 Aquatics Master Plan**

If mailed, the envelope must be addressed to:

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

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

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

# EXHIBIT A

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

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

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

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

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

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

#### **Laws and Regulations**

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

#### **Equal Employment Opportunity**

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

#### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district,

or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

1. Estimated Cost of Services 20 pts
2. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. 25 pts
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 pts
4. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 20 pts
5. Familiarity with the details of the project. 15 pts
6. Degree of local employment to be provided by the person or firm. 5 pts

**See additional information about selection criteria in specifications.**

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

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

**Or submitted to:**

Sondra Stone  
Division of Central Purchasing  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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



## AFFIDAVIT

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

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

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

### Bidders

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

---

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_

**Name & Title**

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

#### 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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cvcky.org">jcoles@cvcky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozekey@yahoo.com">lavozekey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	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 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 subcontractors listed on this form did submit a quote to participate on this project.

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

(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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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** \_\_\_\_\_

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

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 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 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 of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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**

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**Company Representative**

---

**Date**

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**Title**

## GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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Signature

---

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

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



## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- e. 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.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

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

Right to Review, Audit and Inspect

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

**DEFAULT**

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

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## Background

The LFUCG Division of Parks and Recreation currently operates 7 aquatic facilities to include 4 "Family Aquatic Centers" and 3 "Neighborhood Pools". The average date of last renovation for the 7 facilities is 1991. Attendance at these facilities has dropped considerably in the last 10 years. The division currently offers a full swim lesson schedule to include beginner through adult classes and a swim team season. Rentals and birthday parties are also offered. The aquatic season in Lexington operates Memorial Day through Labor with adjusted hours per pool.

Funds became available for an aquatic master plan initially to address the need for non-traditional water features, mainly "splash pads", and a desire to better address underserved markets. The feasibility of an indoor aquatic facility has also been discussed at length. Competition for the bluegrass aquatic customer has grown in the last 10 years. Many surrounding counties have opened aquatic facilities with modern amenities. It is the intent of the division to use substantial public input gained through this study to drive the future of Lexington aquatics.

## Scope of Work

1. Demographics/Market Analysis-- Provide a detailed analysis of the state of aquatics in the Bluegrass Region, to include regional trends in the aquatic industry and various demographic statistics to identify what services are needed in Lexington.
  - a. Detailed population statistics and demographic analysis of the Bluegrass region
    - i. Provide a basic demographic analysis for Fayette County and its contiguous counties.
  - b. State of aquatics in the Bluegrass region
    - i. Include analysis of aquatics facilities within the Bluegrass Region with regards to attendance, revenue and any other available data. Include facilities offered by public/private schools, churches, neighborhoods, YMCA and federal, state and local agencies. Incorporate size of pool, number of lap lanes, diving wells, and whether the facility is located indoor or outdoor.
    - ii. Provide geographic breakdown to show gaps in aquatic coverage.
    - iii. Create an inventory of programs offered by aquatic facilities to address geographic areas that are insufficiently served or have redundant program offerings.
    - iv. Incorporate the needs of area high school and private swim teams.
  - c. Regional Aquatic Trends
    - i. Construct an analysis of aquatic trends within the region including but not limited to, recreational swimming, competitive swimming, therapeutic swimming and nontraditional water features. Scope should include both current and future developments in aquatics.
  - d. Benchmark Communities

- i. Identify communities of similar size and a summary of their Aquatic facilities and offerings.
  - e. Market Segments
    - i. Identify and analyze aquatic user groups to include specific demographics related to aquatic market segments.
- 2. Public Input – Consultant will solicit public input from the community to better determine needs for recreational, competitive and therapeutic aquatics programs and facilities.
  - a. Aquatics Steering Committee
    - i. LFUCG will appoint a minimum of 10 members from the Aquatics Community to the Aquatics Steering Committee.
    - ii. The Aquatics Steering Committee will meet monthly to review and discuss progress.
    - iii. A Parks representative shall coordinate and administer the steering committee.
    - iv. The Aquatics Steering Committee will provide direction to the process of the study including guidance of consultants with the intent to maintain the study's integrity.
  - b. Onsite Input at Aquatic Facilities
    - i. Consultant shall host a minimum of 3 events concurrent with the Aquatics Season or as the Aquatics Season allows. Events should be held to include all aspects of the Aquatic Community.
  - c. Town Hall Meetings
    - i. A minimum of 4 Town Hall meetings shall be geographically located with transit access preferable. At least one to be hosted post draft.
    - ii. Consultant shall use visuals along with other preferred techniques to convey concepts to the public.
    - iii. General Services' staff will locate potential meeting spaces.
  - d. Dedicated Website to provide updates
    - i. Website will provide progress updates, visuals and meeting announcements.
    - ii. Link on the Aquatics Master Plan website to survey will be provided.
  - e. Social Media Input
    - i. Consultant shall coordinate with Parks and Recreation Marketing Manager to utilize Parks and Recreation Social Media accounts for public outreach.
  - f. Survey
    - i. Prepare online and paper survey to be dispersed through various outlets.
  - g. Focus Groups
    - i. Minimum of four focus groups shall be formed, using market research to identify stakeholders.
    - ii. Focus groups shall include organizations that provide various aquatics services.
    - iii. Focus groups shall be utilized to identify future aquatics needs and offerings within Fayette County.

- h. Other Ideas
      - i. Include any other innovative concepts by consultants.
- 3. Service Delivery Opportunities—Consultant will provide an assessment of services currently offered and include recommendations for providing enhanced services to current users and underserved areas, as well as a proposal for staff retention.
  - a. Study Current Programming
    - i. Create an inventory of programs currently offered by existing aquatic facilities to recommend updates and improvements.
    - ii. List of gaps in opportunities provided with suggestions on how to best implement in our facilities for future use.
    - iii. Provide examples of success in benchmark communities.
  - b. Analysis of Underserved Market Segments
    - i. Breakdown should include improvements by boundaries including but not limited to geographic, demographics, socio-economic, usage, and along public transportation.
  - c. Identify Needs for Swimming Education and Instruction for Traditionally Underserved Populations
    - i. Identify national and regional resources, such as grants, Make A Splash program, or other resources to improve offerings.
  - d. Analysis of Best Management Practices for Recruitment and Retention of Aquatics Personnel
    - i. Provide a state and regional wage analysis of aquatic staff and include and an analysis of best practices for retention of aquatic staff from season to season as well as yearlong feasibility.
- 4. Facility Feasibility Study with Options – Consultant will evaluate the feasibility and need for Non-traditional Water Features; an Indoor Aquatics Facility; a Multisport Facility to include an Indoor Aquatics Facility and Modifications to Existing Aquatics Facilities.
  - a. Modifications to Existing Aquatics Facilities
    - i. Perform an analysis of the age and usage of the existing Aquatics Facilities operated by LFUCG Parks and Recreation.
    - ii. Provide recommendations for the future of these facilities.
    - iii. Provide projection of capital costs and operating costs for recommendations.
  - b. Feasibility of Non-traditional Water Features to include Splash Pads
    - i. Identify need for Non-traditional Water Features within existing parks that are absent of or have no plans for water features.
    - ii. Perform analysis of Maintenance Costs associated with various types of Non-traditional Water Features.
    - iii. Identify possible locations and cost estimates for Non-traditional Water Features.
  - c. Feasibility of Indoor Aquatics Facility Models
    - i. Identify needs/desires of the Community through Public Input for options of Indoor Aquatics Facilities

- ii. Identify successful models of Multisport Facilities that include an Indoor Aquatic Facility in similar sized metro areas.
    - iii. Provide projection of Capital Cost and Annual Operating Budget for each option
    - iv. Provide potential locations of recommended facilities including a minimum of two City properties
  - d. Life Cycle Cost Analysis (10 or 20 yr.) associated with each proposed option determining the full cost of each option including the upfront capital investment, operational expenses and projected recapitalization costs.
- 5. Funding Sources/Economic Impact – Provide an overview of financial options for recommended improvements to Aquatics that have been successful in other communities. Provide statistics for the economic impact of the recommendations made in the study.
  - a. Analysis of Existing and Potential Revenue Streams
    - i. Perform analysis of admission, program fees and rentals.
    - ii. Perform analysis of Non-residential fees in surrounding Counties.
    - iii. Examine the concept of shared use contracts and group usage agreements.
    - iv. Provide recommendations for potential modification of LFUCG Aquatics fees and charges.
  - b. Funding Sources
    - i. Identify various funding opportunities including but not limited to Bonds, Grants, Establishment of a 501(c)3, Public/Private Funding, Private Developments, and Naming Rights.
  - c. Economic Impact for each Recommendation
    - i. Project potential revenue from increased tourism and other financial impacts created from recommendations that include a new aquatics facility and/or major changes to current facilities.

RFP #17-2015 - Aquatics Master Plan					
Consultant/Vendor Name:					
Selection Criteria	Notes	Total Points	Score(1-5)	Weighted Score	Comment
Estimated Cost of Services		20	0		Weighted Score= (Total Points/5 )xScore
Specialized experience and technical competence of the staffing of the firm with the type of service required.		25	0		Weighted Score= (Total Points/5 )xScore
Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations.		15	0		Weighted Score= (Total Points/5 )xScore
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;		20	0		Weighted Score= (Total Points/5 )xScore
Familiarity with the details of the project and project approach		15	0		Weighted Score= (Total Points/5 )xScore
Degree of local employment to be provided by the person or firm.		5	0		Weighted Score= (Total Points/5 )xScore
Final Technical Score		100	0	0	





BRANDSTETTER  
CARROLL INC  
ARCHITECTS ENGINEERS PLANNERS

Qualifications to provide  
Professional Design Services for

RFQ# 17-2015 Aquatics Master Plan  
Lexington-Fayette Urban County  
Government

April 24, 2015

**EXHIBIT B**



**BRANDSTETTER  
CARROLL INC**  
ARCHITECTS · ENGINEERS · PLANNERS

April 24, 2015

2360 Chauvin Dr  
LEXINGTON  
KY 40517  
859.268.1933  
FX: 859.268.3341

308 East 8<sup>th</sup> St  
CINCINNATI  
OH 45202  
513.651.4224  
FX: 513.651.0147

1220 West 6<sup>th</sup> St  
Suite 300  
CLEVELAND  
OH 44113  
216.241.4480  
FX: 216.736.7155

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

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

RE: RFQ#17-2015 Aquatics Master Plan

Dear Selection Committee:

Brandstetter Carroll Inc. (BCI) is extremely excited to submit our proposal and qualifications for the development of an Aquatics Master Plan to serve Lexington and Fayette County. The requirements of this project bring together two of the firm's primary areas of expertise. These include: **Aquatic Facilities Planning and Design**; and **Park and Recreation System Planning**. Over the years, BCI has become a nationally recognized firm in both areas and has provided planning services throughout Kentucky, Ohio Indiana, Tennessee, Alabama, West Virginia, New York, New Jersey, Georgia, Virginia and Texas.

Please consider the following as you review our proposal:

1. **Our team is local.** The majority of the team we have assembled for this assignment is based in Lexington and has a very thorough understanding of aquatic facilities trends and markets throughout the nation and especially within the Bluegrass Region.
2. **We know this project inside and out.** Additionally, the firm is very familiar with the requirements of this project having performed the renovations for Southland, Woodland, and Castlewood Parks in 1995 and also having since designed nearby pools at the Paradise Cove Aquatic Center in Richmond, Nicholasville Aquatic Center, the Anderson Dean Park Pool in Harrodsburg and the Juniper Hills Family Aquatic Center in Frankfort, which is currently under construction and will open next month.
3. **All of our aquatics services are provided in-house.** BCI stays on the cutting edge of aquatics design in order to deliver the best possible facilities to our clients. This allows us to control the project from start to finish, making the process more efficient and cost-effective.
4. **BCI has the required specialized expertise to deliver a successful project.** BCI recently performed an Aquatic Facilities Needs Assessment and Action Plan for 37 pools for the City of Austin, Texas and previously prepared City-Wide Aquatic Facilities Master Plans for the Ohio communities of Columbus, Dayton, and Cincinnati. Overall, the firm has designed over **150 Family Aquatic Facilities**. Both Lawrence W. Brandstetter, AIA and Patrick D. Hoagland, ASLA of the firm have made several presentations at NRPA and several state park and recreation associations on the benefits and economic impact of aquatic facility renovations.

This is a great opportunity to utilize the Lexington-based brain power that BCI provides throughout the nation in our own backyard, so that our families and neighbors can benefit from the recommendations and actions of this plan.

For correspondence during the consultant selection process, please feel free to contact me in the Lexington office at 859.268.1933 or by email at [lbrandstetter@bciaep.com](mailto:lbrandstetter@bciaep.com).

Sincerely,  
Brandstetter Carroll Inc.

A handwritten signature in black ink, appearing to read "Lawrence W. Brandstetter". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lawrence W. Brandstetter, AIA  
President

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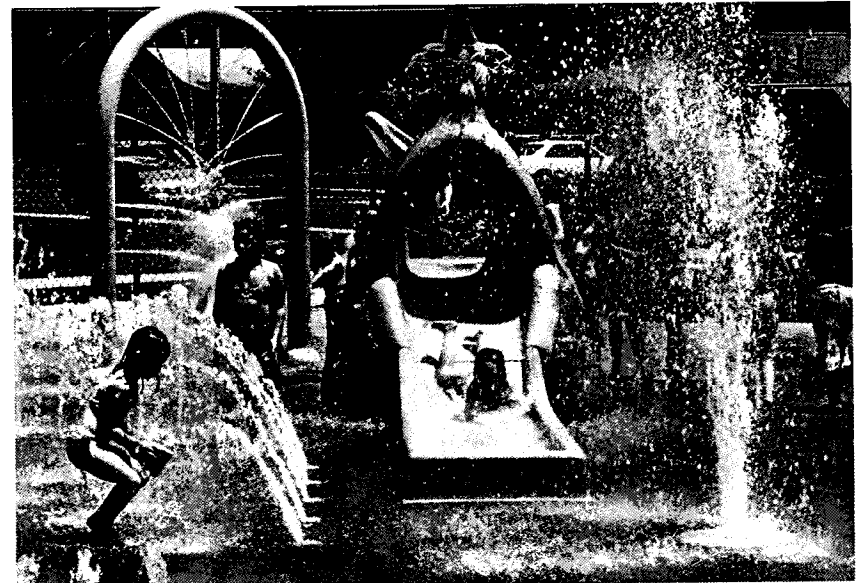
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# SECTION 1. ESTIMATED COST OF SERVICES

## AQUATIC FACILITIES MASTER PLAN

### LFUCG DIVISION OF PARKS AND RECREATION

Brandstetter Carroll Inc. proposes the following fee schedule to complete the Aquatic Facilities Master Plan. Upon selection to perform the Master Plan for the LFUCG, BCI and LFUCG staff may review this scope of services and negotiate tasks and fees to meet LFUCG expectations and required deliverables.

#### FEES

The proposed fees are listed below by phase. These fees include all expenses related to travel, printing, surveys, and the MySidewalk web hosting of the civic engagement web site.

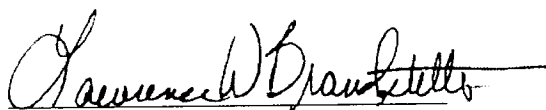
<b>A. Fees by Phase</b>	<b>Fee</b>	
1. Demographic/Market Analysis (Bluegrass Region)	\$15,000	
2. Public Engagement	\$50,000	
3. Service Delivery Opportunities	\$15,000	
4. Facility Feasibility Study & Options	\$35,000	
5. Funding Sources & Economic Impact	\$15,000	
6. <u>Action Plan &amp; Final Report</u>	<u>\$20,000</u>	
<b>Total Fee</b>	<b>\$150,000</b>	
<b>Optional Task – Statistically Valid Aquatic Needs Assessment Survey</b>		<b>Add \$17,200</b>

#### B. Conditions / Items to be provided by LFUCG

1. The above fees are a not-to exceed amount and are guaranteed for sixty (60) days.
2. Any additional copies of Draft and Final Reports that are requested by the Owner will be billed to the Owner at the actual printing and preparation costs.
3. The Owner will provide digital base maps in ARCGIS of the entire County and the existing aquatic facilities sites for use by the Consultant.
4. The Consultant will be paid monthly based on the percentage of work completed in the previous month.
5. The Owner will provide the consultant with copies of previous studies related to the delivery of parks and recreation services, attendance figures, budgets, capital expenditure lists, and other data.
6. The Owner will coordinate the invitations, scheduling, promotion, and room arrangements for the focus groups, stakeholder meetings, and public input meetings.
7. The Owner will promote the on-line civic engagement.

#### This Proposal is proposed by:

Brandstetter Carroll Inc.



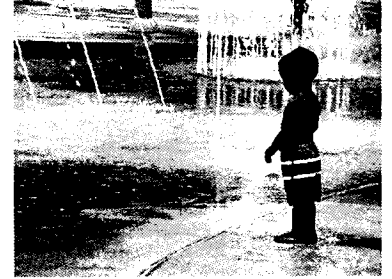
Lawrence, W. Brandstetter, AIA, President

## SECTION 2. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

### 1. FIRM OVERVIEW

#### Brandstetter Carroll Inc. (BCI)

BCI is a firm of Architects, Engineers, Landscape Architects and Planners founded in 1979 with the express purpose of providing professional design services to municipal clients. Since the firm's inception, BCI has grown to include a staff of over 55 members with offices in Cincinnati and Cleveland, Ohio, as well as Lexington, Kentucky and Dallas, Texas. The firm's in-house staff includes Architects, Civil and Transportation Engineers, Landscape Architects, Certified Pool Operators, Interior Designers, LEED Accredited Professionals, Construction Administrators, and Resident Inspectors.



BCI has a national reputation for its aquatic and recreation facilities planning and design ability. The Firm has worked in the states of Ohio, West Virginia, Indiana, Tennessee, Alabama, New York, New Jersey, Georgia, Florida, North Carolina, Texas, and the Commonwealths of Kentucky and Virginia. The firm's in-house aquatic planning and design services include feasibility studies, construction and operations cost estimating, operating income forecasts, staffing plans, and maintenance schedules. The firm has in-house pool design technicians that design all filtration systems and related features for the firm's projects.

### 2. AQUATIC PLANNING AND DESIGN EXPERIENCE

Since 1979, BCI has completed 120 outdoor municipal aquatic facilities, 20 indoor natatoriums, 15 city-wide aquatic facility master plans, 40 recreation centers, 35 park and recreation master plans, and more than 300 park design assignments. Some of the firm's work has been featured in national, state and local publications including *Aquatics International*, *Columbus Monthly*, *The Cincinnati Magazine*, *OPRA Connections*, *Parks and Recreation Business*, and local newspapers.



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

The projects listed below represent a sample of the firm's recent municipal outdoor aquatic facilities. More information on a sample of BCI's aquatic portfolio can be found in Section II, Projects.

- City of Austin, Texas Aquatic Facilities Needs Assessment and Action Plan, Austin, Texas
- Juniper Hills Aquatic Center, Frankfort, Kentucky
- American Legion Pool, Elizabethtown, Kentucky
- Russell Sims Aquatic Center, Bowling Green, Kentucky
- Paradise Cove Family Aquatic Center, Richmond, Kentucky
- Huber Heights Aquatic Center, Huber Heights, Ohio
- Lincoln Park Pool Feasibility Study and Design, Marion, Ohio
- Heath Family Aquatic Center Renovation, Heath, Ohio
- Mingo Park Pool, Delaware, Ohio
- Groveport Family Aquatic Center, Groveport, Ohio
- Wapakoneta Family Aquatic Center Study and Design, Wapakoneta, Ohio

## SECTION 2. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

- Tippecanoe Family Aquatic Center, Tipp City, Ohio
- St. Marys Family Aquatic Center Renovation, St. Marys, Ohio
- Dunham Park Aquatic Center, Cincinnati, Ohio
- Tallmadge Family Aquatic Center, Tallmadge, Ohio
- Bay Village Family Aquatic Center, Bay Village, Ohio
- Rocky River Aquatic Center, Rocky River, Ohio
- Marietta Family Aquatic Center, Marietta, Ohio
- City of Columbus Aquatic Master Plan
- City of Cincinnati Aquatic Master Plan
- City of Dayton Aquatic Master Plan
- City of Lexington Aquatic Master Plan

### 3. SUB-CONSULTANT INFORMATION

#### EHI Consultants

EHI Consultants was founded in 1995 in Lexington, Kentucky to provide the highest quality of planning and engineering design services. Their diversity provides the capability to program, plan, design and implement a range of housing, planning and engineering projects. **EHI is committed to the improvement of the natural, social, physical and cultural environments. EHI believes that engineering, design and planning should complement each other and are not mutually exclusive.**

EHI provides expertise in civil engineering and planning. Their engineering and planning services are based on a staff of highly qualified, licensed, civil engineers and planners. Their experience and qualifications give EHI the capability to provide roadway design, site design, erosion control, and grading and drainage as part of its engineering services. EHI also provides urban design, neighborhood planning, bicycle and pedestrian facilities, comprehensive plans, as well as public meeting facilitation as planning services.

EHI is a designated SBA Small and Disadvantaged Business and a member of the Kentucky Minority Business Council. EHI is certified to do business in the Commonwealth of Kentucky and with the State of Kentucky Transportation Cabinet as a disadvantaged minority business enterprise, being pre-qualified to perform services in the areas of Rural Roadway Design, Urban Roadway Design, Highway Planning Services, Bikeway Planning, EIS Writing and Coordination and Socioeconomic Analysis which entails survey design and analysis.

Listed below are our core services relevant to this project that EHI can provide:

#### Planning

Urban Design  
Neighborhood Planning  
Land Use and Zoning  
Transportation Planning  
Bicycle and Pedestrian  
Historic Preservation  
Comprehensive Planning  
Cultural Research & Analysis

#### Engineering

Roadway  
Roadway Design  
Grading and Drainage  
Civil and Site

#### Housing

Housing Market Study  
Affordable Housing Assessment  
Housing Tax Credits  
Housing Infill  
Housing Finance Study

#### Environmental

Permitting  
Assessment  
Reclamation  
Remedial Measures  
Environmental Impact

#### Dr. Michelle Gerken, Therapeutic Recreation Consultant

Dr. Gerken is an Associate Professor in the Recreation and Park Administration Department at Eastern Kentucky University, specializing in Therapeutic Recreation education. She has been on the faculty for over 20 years. Prior to her position at ECU, she was on the faculty at Asbury College and began the Recreation Therapy Program at the Thompson-Hood Veterans Center in Wilmore, Kentucky. At ECU, she teaches classes in Therapeutic Recreation Management and Programming.

## SECTION 2. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

### Leisure Vision / ETC Institute

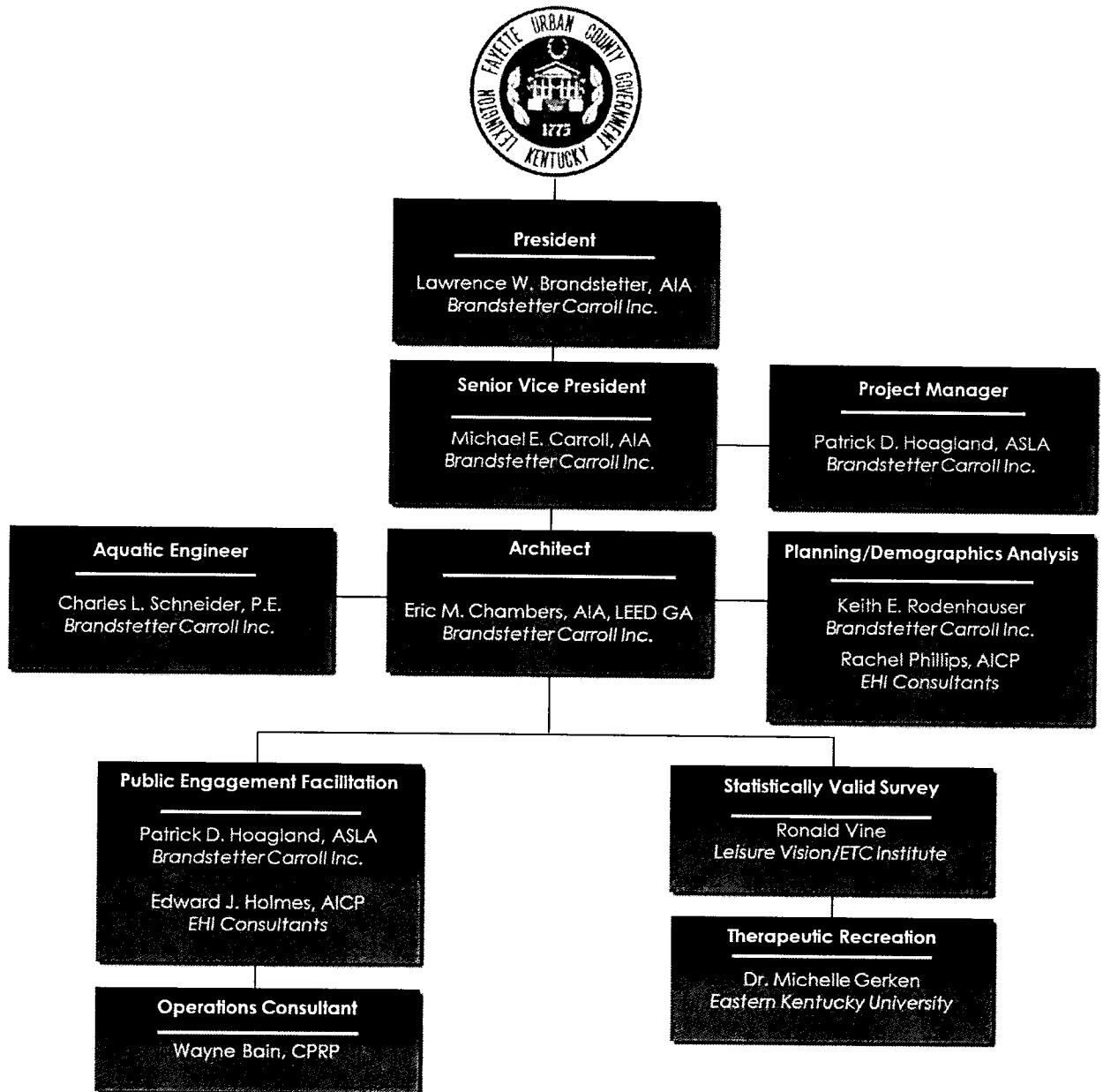
Another key member of the Team will be the Leisure Vision, Inc., which is a Division of the ETC Institute. Leisure Vision is one of the premier market research and consulting firms in the United States, and is focused on conducting long range master plans, strategic plans, feasibility studies, and management studies for parks, recreation and leisure industry projects. Their clients include more than 200 cities, park districts, universities, counties, the National Park Service, and other providers in 38 states. Leisure Vision has assisted BCI with Needs Assessment Surveys on over 20 projects over the past ten years. On this project, they would be conducting the statistically valid mail/web survey which is included as an optional scope item.



# SECTION 3. FIRM CAPACITY

## 1. KEY TEAM MEMBERS

The following are the key team members that will be assigned to the Lexington Aquatics Master Plan and all are located in the Lexington office of BCI. These Team Members and their families have all benefitted from LFUCG Aquatics through general use of the pools and aquatic centers, participation in swim lessons, participation in competitive swim teams, and even as employees of LFUCG Parks and Recreation (Project Manager Patrick Hoagland's children both served as concession managers at Woodland and Southland Aquatic Centers).



## SECTION 3. FIRM CAPACITY



### **Lawrence W. Brandstetter, AIA, President**

Lawrence W. Brandstetter, AIA will serve as Project Principal responsible for contract negotiations and overall communication as well as Project Architect assignments for programming, feasibility studies, operating pro-formas, and demographic analysis.

Mr. Brandstetter is the co-founder and President of BCI and has over 35 years' experience in public and private development projects. Mr. Brandstetter is a nationally recognized recreational facilities expert, and has given lectures before national and state park and recreation associations.



### **Patrick D. Hoagland, ASLA, Project Manager**

Patrick D. Hoagland, ASLA will serve as the Project Manager. He will be the primary contact with the LFUCG Parks and Recreation Department throughout the planning and design process and will be responsible for the coordination of the planning efforts of the various sub-consultants as well as the planning and design staff of BCI.

Mr. Hoagland has served as Project Manager for several large scale park and recreation Master Planning and Strategic Planning assignments, all of which had a substantial public facilitation component. Mr. Hoagland most recently served as Project Manager for the City of Austin, Texas Aquatic Facilities Needs Assessment and Strategic Plan.



### **Michael E. Carroll, AIA, Senior Vice President**

Mr. Carroll is co-founder, Senior Vice President and Managing Principal of the Lexington Architecture Division, and has 30 years' experience. Mr. Carroll has a diverse portfolio of project experience, including municipal recreation and aquatic centers, correctional facilities, courthouses, and public administration buildings.

He is also well versed in conducting city-wide facilities master plans for recreation, public safety, and facilities management complexes. Mr. Carroll has served as Principal-in-Charge and/or Project Manager for assignments in 15 states.



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

Mr. Chambers is a registered architect and member of the AIA. He is also a certified LEED Green Associate. Mr. Chambers has been a Project Manager for Brandstetter Carroll, Inc. since 2004 and has managed projects with Construction Costs ranging from \$100,000 to \$42,000,000 including several aquatic and recreation projects.



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

Mr. Schneider is a civil engineer and specialized aquatics facility designer within the Recreation, Planning and Landscape Architecture Division of the firm. He brings over 15 years of experience designing sites, earthwork, drainage systems and storm water management, infrastructure, roads, utilities and municipal aquatic centers to the Team. In addition to his technical skills, Mr. Schneider is a Certified Aquatic Facility Operator.



### **Keith E. Rodenhauer, Planner**

Mr. Rodenhauer is a Planner within the Recreation, Planning and Landscape Architecture Department. In this role, he performs the demographic analysis, GIS Mapping, recreation planning and analysis for parks and recreation system master planning projects and aquatic facilities planning. He recently assisted in the Austin Aquatics Needs Assessment and Strategic Plan, Feasibility Study for an indoor recreation center in Frankfort, and a current Natatorium and Outdoor Family Aquatic Center Study for the City of Athens, Ohio.

## SECTION 3. FIRM CAPACITY

### **Wayne Bain-Operations/Rates and Charges Specialist, Brandstetter Carroll Inc.**

Mr. Bain will assist Mr. Hoagland in the organization of the Citizen Participation program. He will also be the resource to consult with respect to programming, operations, revenues and expenses. His expertise for rates and charges will be called upon as the Planning Team makes its recommendations for user fees and other charges from concessions to rental rates. He will also provide input as to the political ramifications concerning user fees.

Mr. Bain brings over 40 years of park and recreation experience to the Planning Team. Joining BCI in 2003, Wayne had previously been the Director of the Cincinnati Recreation Commission (CRC) where he directed 1,200 employees and a \$30m budget, which included operation of over 50 swimming pools. During his tenure, CRC was recognized as one of the top three Recreation Systems in the nation by USA Today.

## **2. SUB-CONSULTANT STAFF**

### **EHI Consultants**

#### **Edward J. Holmes, AICP, Principal-In-Charge**

Mr. Holmes has extensive land use and comprehensive planning experience, first serving as a land use planner and then Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning, where he led the districts comprehensive planning efforts for the 17 county Central Kentucky regional planning agency. While at the BGADD, he had written over 30 comprehensive plans, subdivision regulations, zoning ordinances and other planning and regulatory codes and ordinances. He has over 40 years of planning experience. He served 16 years as planning director for the Bluegrass Area Development District. He also served 7 years as Vice Chairman of the Kentucky Public Service Commission.

#### **Rachel Phillips, AICP, Senior Planner**

Rachel Phillip is a graduate of University of Illinois with a Masters of Urban Planning. Ms. Phillips has prior experience with water use planning, development proposals, infill and redevelopment planning, and planning analysis and recommendation, along with vast knowledge community engagement processes. Ms. Phillips is a Planner at EHI consultants that has previously worked for the Army Corps of Engineers, LFUCG, and the Georgetown-Scott County Planning Commission.

### **Leisure Vision / ETC Institute**

#### **Ron Vine, Market Research Consultant, Leisure Vision Inc.**

The efforts of Leisure Vision will be led by Ron Vine, who has over 25 years of experience in market research, and consulting experience in a wide range of parks, recreation, sports, fitness, health and general governmental projects. Mr. Vine has completed over 600 parks and recreation needs assessments, master plans, strategic plans, and feasibility studies. In addition to his market research expertise, he previously served as the Director of Parks and Recreation for the City of Topeka, Kansas and also served as City Manager in that community. Mr. Vine is a regular speaker at state and national conferences relating to issues including strategic planning, market research, surveying, developing public/private partnerships and related topics.

#### **Dr. Michelle Gerken, Therapeutic Recreation Consultant**

Dr. Gerken is an Associate Professor in the Recreation and Park Administration Department at Eastern Kentucky University, specializing in Therapeutic Recreation education. She has been on the faculty for over 20 years. Prior to her position at ECU, she was on the faculty at Asbury College and began the Recreation Therapy Program at the Thompson-Hood Veterans Center in Wilmore, Kentucky. At ECU, she teaches classes in Therapeutic Recreation Management and Programming.

# LAWRENCE W. BRANDSTETTER, AIA

President



## EDUCATION

The Ohio State University, B.S.  
Architecture  
The Ohio State University, Master of  
Architecture  
The Ohio State University, Master of  
City Planning (85% Complete)  
Northwestern University, The Kellogg  
School Executive Program  
Harvard Graduate School of Design,  
Executive Programs

## REGISTRATION

Registered Architect:  
State of Ohio, #7505463  
Commonwealth of Kentucky,  
#2248  
State of West Virginia, #4171

## AFFILIATIONS

- Kentucky State Legislature, House of Representatives, (1995-1998)
- President, Kentucky Board of Architect Examiners, (2005-2006)
- The Lexington Rotary Club (President 1987-1988)
- The American Institute of Architects
- National Council of Architectural Registration Boards
- The Lexington Forum (Board of Directors)
- Leadership Lexington 1982
- Leadership Kentucky 1988
- Newport Kentucky Planning Commission (1986-1994)
- Lexington Bluegrass Airport Board Member (1993-1995)
- Lexington Convention & Visitors Bureau Board (1987-1995)



## AQUATIC AND RECREATION FACILITY DESIGN

- **Southland, Woodland, Castlewood Family Aquatic Centers**  
*Lexington, Kentucky*
- **Juniper Hills Aquatic Center**  
*Frankfort, Kentucky*
- **Hamburg Pavilion YMCA**  
*Lexington, Kentucky*
- **Nicholasville Family Aquatic Center**  
*Nicholasville, Kentucky*
- **City of Austin Aquatic Facilities Needs Assessment**  
*Austin, Texas*
- **Paradise Cove Family Aquatic Center**  
*Richmond, Kentucky*
- **Florence Aquatic Center**  
*Florence, Kentucky*
- **Allen Texas Ford Pool Project**  
*Allen, Texas*
- **Kyle Vista Recreation Center and Park**  
*Kyle, Texas*
- **Lake Family Aquatic Center**  
*Avon Lake, Ohio*
- **Groveport Recreation and Aquatic Centers**  
*Groveport, Ohio*
- **Shelbyville Outdoor and Indoor Aquatic Centers**  
*Shelbyville, Kentucky*
- **Lyndhurst Family Aquatic Center**  
*Lyndhurst, Ohio*
- **Mt. Healthy Aquatic Renovation**  
*Mt. Healthy, Ohio*
- **Dunham Pool, Cincinnati Recreation Commission**  
*Cincinnati, Ohio*
- **Franciscan Fitness and Wellness Center**  
*Cincinnati, Ohio*
- **Bay Village Family Aquatic Center**  
*Bay Village, Ohio*
- **Preston Miller Park Aquatic Center**  
*Bowling Green, Kentucky*
- **Elmwood Park Pool**  
*Independence, Ohio*
- **Park's Pirate Cove**  
*Cincinnati, Ohio*
- **Covington Water Playground**  
*Covington, Kentucky*
- **Anderson-Dean Park Pool**  
*Harrodsburg, Kentucky*
- **Coulby Park Pool**  
*Wickliffe, Ohio*
- **London Aquatic Facilities Feasibility Study**  
*London-Laurel County*

# MICHAEL E. CARROLL, AIA

Senior Vice President



## EDUCATION

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

## REGISTRATION

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

## AFFILIATIONS

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



## AQUATIC FACILITIES CITYWIDE PLANNING

- Cincinnati, Ohio
- Charlotte, North Carolina
- Dayton, Ohio
- Lexington, Kentucky
- Huntington, West Virginia
- South Euclid, Ohio

## AQUATIC FACILITIES DESIGN

- **Southland, Woodland, Castlewood Family Aquatic Centers**  
*Lexington, Kentucky*
- **Juniper Hills Aquatic Center**  
*Frankfort, Kentucky*
- **SomerSplash Water Park Expansion**  
*Somerset, Kentucky*
- **Huber Heights Aquatic Center**  
*Huber Heights, Ohio*
- **Pleasant Ridge Pool Renovation**  
*Cincinnati, Ohio*
- **McKie Recreation Center Pool**  
*Cincinnati, Ohio*
- **Paradise Cove Family Aquatic Center**  
*Richmond, Kentucky*
- **Tippacanoe Family Aquatic Center**  
*Tipp City, Ohio*
- **Florence Aquatic Center**  
*Florence, Kentucky*
- **Groveport Recreation and Aquatic Centers**  
*Groveport, Ohio*
- **Shelbyville Outdoor and Indoor Aquatic Center**  
*Shelbyville, Kentucky*
- **Lyndhurst Family Aquatic Center**  
*Lyndhurst, Ohio*
- **Dunham Pool, Cincinnati Recreation Commission**  
*Cincinnati, Ohio*
- **Franciscan Fitness and Wellness Center**  
*Cincinnati, Ohio*
- **Bay Village Family Aquatic Center**  
*Bay Village, Ohio*
- **Preston Miller Park Aquatic Center**  
*Bowling Green, Kentucky*
- **Nicholasville Family Aquatic Center**  
*Nicholasville, Kentucky*
- **Covington Water Playground**  
*Covington, Kentucky*
- **Anderson-Dean Park Pool**  
*Harrodsburg, Kentucky*

# PATRICK D. HOAGLAND, ASLA

Senior Landscape Architect



## EDUCATION

The Ohio State University,  
B.S. Landscape Architecture

## REGISTRATION

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

Council of Landscape Architectural  
Registration Boards Certificate

## AFFILIATIONS

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



## PARKS AND RECREATION NEEDS ANALYSIS AND SYSTEM MASTER PLANNING

- **Muhlenberg County Parks and Recreation Master Plan (Established New Parks and Recreation Department)**  
*Muhlenberg County, Kentucky*
- **Somerset County Park Commission Capital Facilities Plan**  
*New Jersey*
- **Princeton Parks & Recreation Master Plan & Community Park Design**  
*Princeton, New Jersey*
- **Dayton Parks, Recreation & Culture Master Plan**  
*Dayton, Ohio*
- **Master Plan for Service Delivery**  
*Cincinnati Recreation Commission*
- **Cincinnati Parks and Greenways Master Plan**  
*Cincinnati Park Board*
- **Preservation & Recreation Needs Assessment & Action Plan**  
*Franklin Township, New Jersey*
- **Beavercreek Parks and Recreation Master Plan**  
*Beavercreek, Ohio*
- **Vermilion Parks & Recreation Master Plan**  
*Vermilion, Ohio*
- **Strongsville Parks & Recreation Master Plan**  
*Strongsville, Ohio*
- **Bainbridge Township Parks & Recreation Master Plan**  
*Bainbridge Township, Ohio*
- **Medina Parks and Recreation Master Plan**  
*Medina, Ohio*
- **Trotwood Parks and Recreation Master Plan**  
*Trotwood, Ohio*
- **County-wide Parks & Recreation Master Plans**  
*Boone, Kenton and Campbell Counties, Kentucky*
- **Cincinnati Youth Services Evaluation Study**  
*Cincinnati, Ohio*

## AQUATIC FACILITIES PLANNING & DESIGN

- **Lexington Pool Renovations**  
*Lexington, Kentucky*
- **Juniper Hills Aquatic Center**  
*Frankfort, Kentucky*
- **SomerSplash Water Park Expansion**  
*Somerset, Kentucky*
- **Nicholasville Family Aquatic Center**  
*Nicholasville, Kentucky*
- **Florence Family Aquatic Center**  
*Florence, Kentucky*
- **Preston Miller Park Pool**  
*Bowling Green, Kentucky*
- **Paradise Cove Family Aquatic Center**  
*Richmond, Kentucky*
- **Granville Recreation & Aquatic Facilities Feasibility Study**  
*Granville, Ohio*