

**EXHIBIT A**

**RFP#32-2016**

**ARCHITECTURAL AND ENGINEERING SERVICES**

**FOR SHILLITO PARK POOL EXPANSION**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2016 Architectural and Engineering Services for Shillito Pool Renovation** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **September 15, 2016**.

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

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

**RFP #32-2016 Architectural and Engineering Services for Shillito Pool Renovation.** If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

## **SELECTION CRITERIA:**

1. Cost of Services 15 points
2. Specialized experience and technical competence 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations 10 points
4. Past record and performance 20 points
5. Familiarity with details of project 15 points
6. Degree of local employment 15 points

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 regarding this RFP shall be addressed to:**

Sondra Stone, Buyer Senior  
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 \_\_\_\_\_, 2016.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

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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: \_\_\_\_\_

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

A. GENERAL

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

B. PROCEDURES

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

### C. DEFINITIONS

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

### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed;



estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
  - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@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>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shirie Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Byne	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orwbc.org">smixon@orwbc.org</a>	513-487-6537
<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:lavozydeky@yahoo.com">lavozydeky@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 and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<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 and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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

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Date

## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

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### **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

<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	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000 to \$1million

The policies above shall contain the following conditions:

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



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

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### Safety and Loss Control

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

#### **DEFAULT**

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

## **Request for Proposals Shillito Park Pool Expansion and Improvements**

The LFUCG is requesting proposals for architectural/engineering services to design a major facility expansion based on the conceptual design elements shown and described in the 2016 Lexington Aquatics Master Plan (Exhibit A) for Shillito Pool, located at 300 W. Reynolds Rd., Lexington, KY.

### **Master Plan Recommendations**

This facility should be redeveloped as a Regional Aquatic Center with family friendly, competitive, and therapeutic features.

The concept includes a 640 foot long lazy river with access to the center island area via two bridges. The center island should be partially paved for sunbathing area and should also offer shade structures. A ramp and two sets of steps provide access to the lazy river. Due to the current pool's location on top of a ridge, the lazy river must be developed at a lower elevation than the main pool. A retaining wall will be required to separate the levels, and an additional wall will be required at the edge of the site, outside of the lazy river. This second wall will extend around the activity pool as well.

While the existing pool is 50 meters long by eight lanes wide with a diving well "L," the new pool should have deep end to allow for the diving boards and climbing wall. The diving "L" should be removed to make room for the warm water and waterslide plunge pool. Swim competition starting blocks should also be installed on this end because it is deeper for diving. Additionally, the diving boards should be removable during swim competitions, and a moveable bulkhead should be placed in the pool to allow flexibility for both 50 meter and 25 meter (or yard) lap swimming. This rectangle shape will allow for a temporary structure to be placed around the pool for off season use in the future if desired.

The plunge pool for the waterslides should be sized and heated to serve as a warm water pool for swim lessons, senior aerobics, and other programs. The warm water pool should also have ample steps, a ramp, a bench along one wall (as requested by persons with disabilities and by the seniors), and a vortex.

A new activity pool should be developed to replace the wading pool and should feature a zero depth entry (facing the pool house), shade structures over parts of the pool, and interactive water play features, including dumping buckets, small waterslides, and interactive water spray elements. A sprayground should also be developed as part of the wading pool replacement. The facility should be designed so that it can be opened before and after the pool season. The pool house should also be replaced because the increased size of the aquatic facilities will require expanded concessions, additional plumbing fixtures, larger dressing rooms, and increased building capacity. The building should be designed to allow for exterior access to restrooms and outdoor showers from the sprayground.

The Shillito Regional Aquatic Center concept includes a boardwalk elevated over the slope to access the slide tower which should reduce the total amount of grading and the height of the retaining wall on this edge of the site. The fence line should, however, be expanded the fence to include some grass beach area in all directions. The current parking lot can accommodate approximately 150 vehicles; however, additional parking may be needed to allow for larger crowds. Lighting should also be added to the parking lot due to anticipate evening program and rental use. Finally, shade structures and lounge chairs should be available throughout the site.

## **A. PHASE I DESIGN SERVICES**

### **1. Program Development & Schematic Plans**

The Consultants shall be expected to attend at least 3 meetings with designated Parks and Recreation staff. The purpose of the first meeting shall be for the Consultants to understand current programming and operation and clarify desired future programming that will impact the design.

The second meeting will be to present 50% construction cost and best estimate cost/sq ft for several different design options that address the desired future programming and could be phased providing the Owner with optional phases of development for a range of target construction costs. At a minimum, all options must address renovations needed for ADA compliance, mechanical system upgrades, other current building codes, etc. Staff shall be given opportunity to provide feedback to and narrow the designs down to the most preferred.

This shall be communicated to the Consultants who will then proceed to 90% schematic site/floor plans and elevations sufficient to illustrate how the design/layout specifically meets programming desires and meet with staff a third time to explain operational aspects (such as required staffing), how the plan could be achieved through phased construction. Upon completion, these plans and information will be shared in a third meeting with staff for review before completing final schematic drawings and final cost estimates

### **2. Phasing Recommendations & Cost Estimates**

Using approved schematic plans, the Consultant shall provide opinions of cost for each distinct project/phase. This information will become the basis for the Division of Parks and Recreation FY18 capital budget discussion.

## **B. PHASE II SCOPE OF SERVICES**

### **1. RFP Assistance**

As part of this scope, Consultant will be expected to assist with preparation of an RFP for aquatics equipment and other desired aquatic features. This includes

responding to technical questions during bid period, preparing addendum and approving proposed alternates. Consultants shall assist Parks staff with evaluation of qualifications received and making recommendations for selection of equipment supplier(s).

## **2. Construction Documents**

Once the Division's likelihood of funding and amount has been determined, the Owner may authorize a portion of the upgrades and/or improvements to be described in complete, detailed construction documents including drawings, details, sections, etc. and all appropriate technical specifications so that they can be bid. The fee to produce construction documents shall be negotiated with the Architect/Engineer based on the construction budget approved.

Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). The Division of Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid with the exception of Special Conditions and Technical Specifications which shall be provided by the Consultant.

Deliverables shall include one (1) full set of the construction documents in PDF format for reproduction at Lynn Imaging for bidding purposes. Additionally, the scope shall include assisting the Division of Parks & Recreation with Bid Administration. At minimum, this includes responding to technical questions during bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received.

## **3. Bidding Assistance**

The scope shall include assisting the Division of Parks & Recreation with Bid Administration. At minimum, this includes responding to technical questions during bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received.

## **4. Construction Administration**

Once a contractor has been selected, the Architect will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. The Architect or his qualified designee shall be responsible for all routine construction inspections. Throughout the duration of the construction, the Architect shall be required to review and certify applications for payments to the contractor. Also included will be routine "trouble-shooting" during construction.

## **5. Project Close Out**

Punchlist, inspections, as-built drawings in PDF format, two (2) printed copy and one (1) electronic copy on CD; warranty documents, product sheets, etc. bound in 3-ring binder with divider tabs (3 sets).

## **C. DELIVERABLES**

PHASE I - Consultant will provide copies of all final documents in PDF format.

PHASE II – Consultant shall an entire set of documents in PDF/MS Word format for bidding purposes. As-built drawings shall be in AutoCAD 15 or newer and all other documents in PDF format.

## **D. TIMELINE**

The project goal is for plans to be complete in late 2016/early 2017 so that cost estimates can be incorporated into the Division's FY18 budget request. If funded, bidding would occur in the summer of 2017 so that construction could begin in fall. The goal is for the facility to be completed so it is fully operational by the end of April 2018 for pre-season testing.

The scope includes conceptual redesign of the facility into a Regional Aquatics Center, schematic design/engineering and detailed construction estimation for 2-3 phased development options. Schematic plans and recommendations should include all upgrades needed to bring the building into compliance with the Americans with Disabilities Act as well as modernize the facility for better energy efficiency with regard to mechanical system and utilities. The work shall be specifically broken into the following phases:

## **E. Selection of Consultant**

Consultant will be selected based on the following criteria:

1. Cost of Services 15 points
2. Specialized experience and technical competence 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations 10 points
4. Past record and performance 20 points
5. Familiarity with details of project 15 points
6. Degree of local employment 15 points

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials, Urban County Government staff and community representatives will evaluate the proposals.

RFP # 32-2016  
Architectural and Engineering Services for Shillito Pool Renovation

FORM OF PROPOSAL

**Phase I - Design Services**

**Lump Sum Fee**

1. Site Plan & Existing Building Plan/Report		\$
2. Program Development & Schematic Plans		\$
	50% Schematic Design	\$
	100% Schematic Design	\$
3. Phasing Recommendations & Cost Estimates		\$
<b>TOTAL</b>		<b>\$</b>

**Phase II - Design Services (percentage based on actual construction budget TBD after completion of Schematic Design and Cost Estimates)**

1. RFQ Assistance	%
2. Construction Documents	%
3. Bid Assistance	%
4. Construction Administration	%
5. Project Close Out	%

**Hourly Rates** - please attach schedule of hourly rates for all team members for additional work requested by Owner outside the scope described in this RFP.



# Shillito Regional Aquatic Center



**PARKS & RECREATION**  
LEXINGTON, KY



Aquatics Master Plan  
Lexington, Kentucky





**EXHIBIT B**

**CONSULTANT'S RESPONSE TO RFP#32-2016  
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR SHILLITO PARK POOL EXPANSION**



Qualifications to provide  
Architectural and Engineering Services for

# #32-2016 Shillito Park Pool Expansion and Improvements

Lexington, Kentucky

September 15, 2016



September 15, 2016

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#32-2016 Architectural and Engineering Services for Shillito Pool Park Expansion and Improvements

Dear Selection Committee:

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

Please consider the following as you review our proposal:

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

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

Section I of this document, Statement of Qualifications, provides a more in depth look of the qualifications of our firm, sub-consultants and relevant experience. Section II, Experience, provides a comprehensive list of over 100 Family Aquatic Centers designed by the firm. Section III, Projects, contains graphics and information on the firm's recently

completed projects. Resumes providing information on key Team members are provided in Section IV.

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

Sincerely,  
Brandstetter Carroll Inc.

A handwritten signature in black ink, appearing to read "Michael E. Carroll". The signature is fluid and cursive, with the first name being the most prominent.

Michael E. Carroll, AIA, Vice-President



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Section I  
Statement of Qualifications

# STATEMENT OF QUALIFICATIONS

## PROJECT UNDERSTANDING

The current Shillito Pool underperforms when compared to the population within its service area. Public comments during the Aquatics Master Plan phase indicated this is primarily due to the lack of family friendly amenities and attractions. Residents in the South Lexington prefer to go to Southland Pool or to facilities in adjacent communities (Frankfort, Richmond, Georgetown or Nicholasville) to have a better family aquatic experience. There is also a strong desire to be able to have better experiences at home in Lexington rather than travelling to other communities. With that in mind, Shillito Pool offered the best opportunity to expand into a Family Aquatic Center. The demographics indicate it will be financially sustainable, and the land, parking, and other park amenities are located at Shillito Park to support this expansion.

The public engagement also indicated the desire to keep the 50-meter length, but also to include taller slides, a sprayground, lazy river, and other features. Seniors currently use Picadome Pool for their aerobics program in the summer, and move to Tates Creek at the end of the season and move indoors to YMCA pools in the off season. The Picadome Pool needs significant modifications to work well for this use, including better ADA access, new bathhouse, restrooms and dressing rooms. Plus, the Picadome Pool attendance is very poor outside of the popular aerobics program. Therefore, it was determined that a logical location was to develop a pool specific for senior aerobics and other programs at Shillito that would include warmer water, ramp access, railing around the perimeter, and other amenities to support these programs. It is intended to use the slide plunge pool for this purpose rather than develop a separate body of water.

The current pool sits on top of a ridge. Therefore, the proposed expansion will require extensive earthwork and likely retaining walls to accommodate the expanded facilities. The lazy river would be at a lower location than the main pool features, similar to the recently opened and BCI designed Juniper Hills Aquatic Center in Frankfort.

The current bathhouse will be insufficient to serve the expanded use and is planned to be redeveloped. The new pool house should be an attractive, welcoming, and fun atmosphere upon entering the facility. Separate restrooms will need to be developed with exterior access to allow for the sprayground to remain open before and after the main facility is closed for the season.



# STATEMENT OF QUALIFICATIONS

## FIRM OVERVIEW

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

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

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

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

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

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



Juniper Hill Aquatic Center,  
Frankfort, KY



Huber Heights Aquatic Center  
Huber Heights, OH



Paradise Cove Family Aquatic Center  
Richmond, KY

# STATEMENT OF QUALIFICATIONS

## TEAM IDENTIFICATION

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



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

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

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



### **Patrick D. Hoagland, ASLA, Consulting Principal**

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



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

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



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

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



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

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

# STATEMENT OF QUALIFICATIONS



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

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



## **Mark E. Horman, ASLA, Senior Landscape Architect**

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

## **SUB-CONSULTANT UTILIZATION**



**Name:** Poage Engineers & Associates (Poage)

**Role:** [Structural Engineering](#)

**Address:** 446 East High Street, Lexington, KY 40507

**Phone:** 859.255.9034

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

## **FIRM OVERVIEW**

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

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

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

# STATEMENT OF QUALIFICATIONS



**Name:** Paladin, Inc. (Paladin)

**Role:** [Mechanical, Electrical, and Plumbing Engineering](#)

**Address:** 121 Old Lafayette Avenue, Lexington, KY 40502

**Phone:** 859.252.3047

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

## FIRM OVERVIEW

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

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

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

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

# STATEMENT OF QUALIFICATIONS

## PERFORMANCE RECORD

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

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

# STATEMENT OF QUALIFICATIONS

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

## REFERENCES

### City of Frankfort, Kentucky

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

### Cincinnati Recreation Commission

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

### North Lexington YMCA

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

### Morris Township

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



Section II  
Projects

Section II  
Projects

# LEXINGTON AQUATICS MASTER PLAN

## Lexington, Kentucky



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

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



# JUNIPER HILLS PARK AQUATIC CENTER

## Frankfort, Kentucky



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

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

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

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

# PARADISE COVE FAMILY AQUATIC CENTER

Richmond, Kentucky



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

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

# NICHOLASVILLE MUNICIPAL POOL

## Nicholasville, Kentucky



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

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

This project is managed by the local YMCA.

# HUBER HEIGHTS KROGER AQUATIC CENTER

Huber Heights, Ohio



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

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

# AQUATIC FACILITIES RENOVATIONS

## Lexington, Kentucky



Southland Park Pool



Woodland Park Pool



Castlewood Park Pool



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

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

# AVON LAKE AQUATIC CENTER

Avon Lake, Ohio



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

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

# FLORENCE AQUATIC FACILITY

## Florence, Kentucky



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



# LINCOLN PARK POOL

Marion, Ohio



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

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



# PRINCETON COMMUNITY PARK POOL

Princeton, New Jersey



Brandstetter Carroll Inc. provided a comprehensive Master Plan for the Princeton Park and Recreation System. Out of that Master Plan came a recommendation to reconstruct Community Park Pool with 21<sup>st</sup> Century technology and features. The community did not want a traditional family aquatic center, but wanted to retain the club-like atmosphere focusing upon family activities, competition, day camps, and instruction. The pool tanks were totally reconstructed with new filtration systems and selected water features. The pool house is a state of the art facility designed with sustainable features including a vegetative roof. The total project cost is approximately \$6,300,000.

# RUSSELL SIMS AQUATIC CENTER

Bowling Green, Kentucky



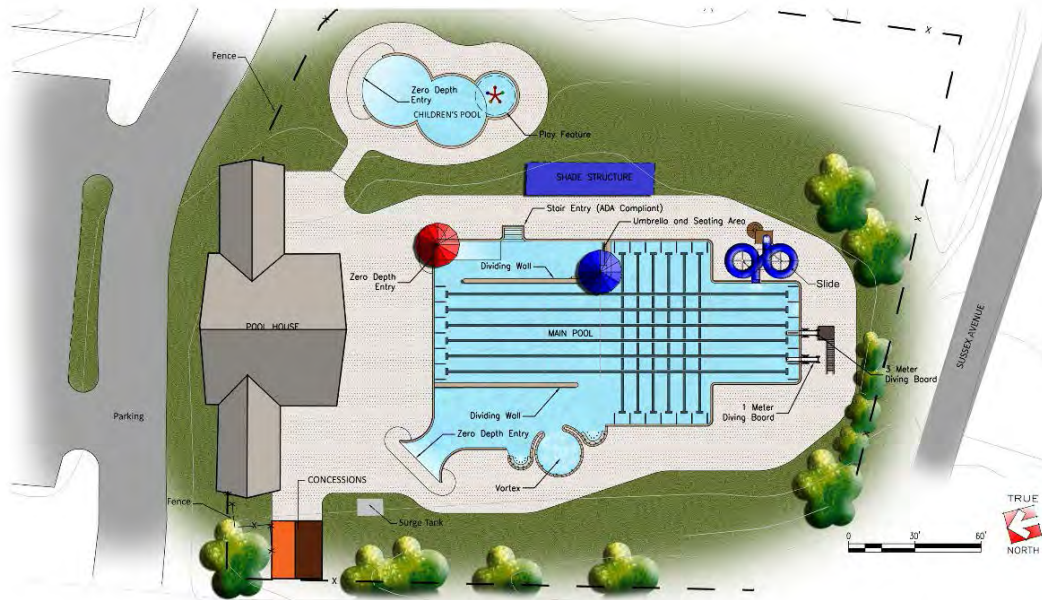
This stainless steel pool contains the most innovative aquatic technology in today's industry. Complete with spray features, zero-depth entry, a water slide, 50-meter competition and diving well facility, and related features. Since 2002 the facility has maintained an operational surplus ranging from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

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

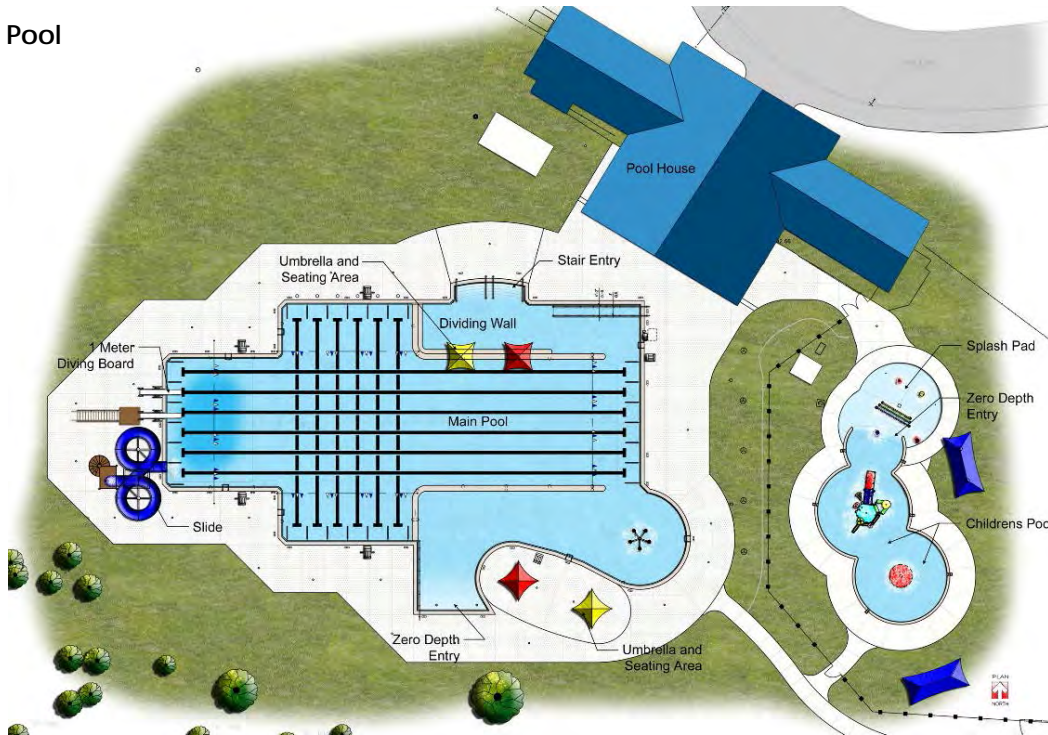
# MORRIS TOWNSHIP GINTY AND STREETER POOL RENOVATIONS

## Morris Township, New Jersey

Streeter Pool



Ginty Pool

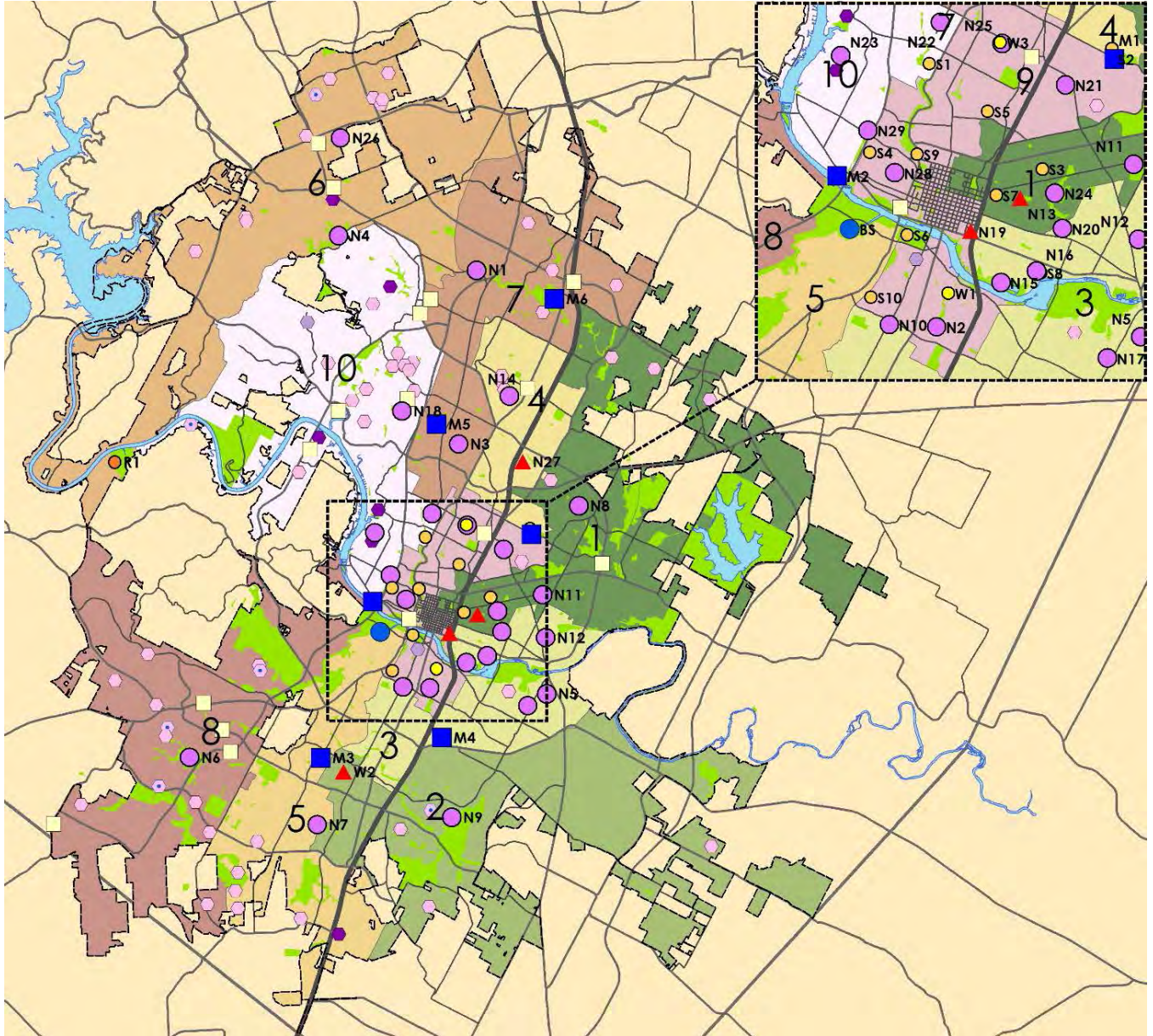


Morris Township, New Jersey is a doughnut shaped community which surrounds the City of Morristown. The delivery of recreational services is a challenge due to the traffic congestion in the area as well as the sometimes undefined jurisdictions of the city. As a result, Township citizens have enjoyed two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

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

# AQUATIC FACILITIES STRATEGIC MASTER PLAN

## City of Austin, Texas Parks and Recreation Department



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

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



Section III  
Experience

# AQUATIC FACILITIES

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



# AQUATIC FACILITIES

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



# AQUATIC FACILITIES

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





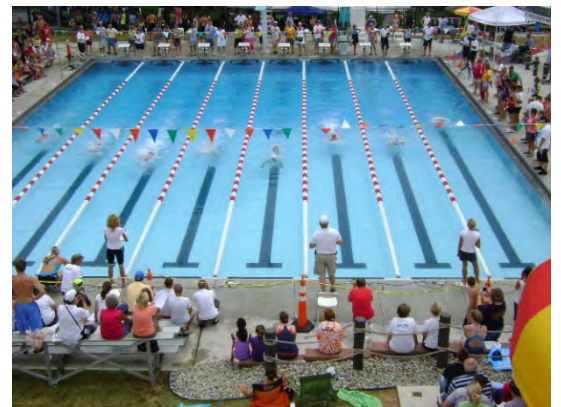
# AQUATIC FACILITIES

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



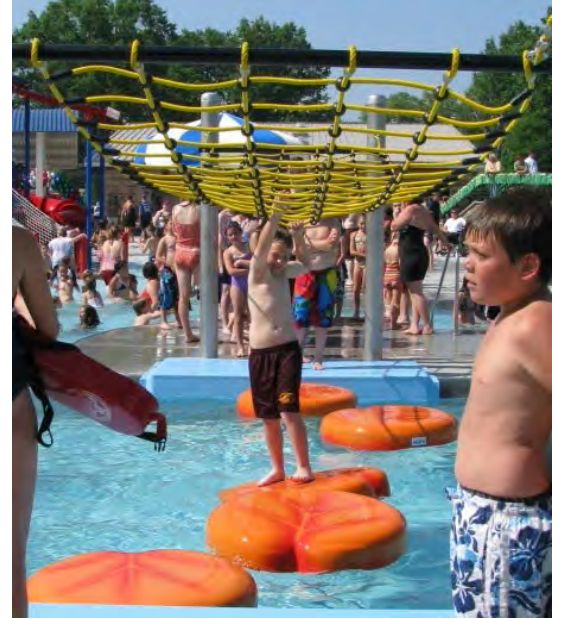
# AQUATIC FACILITIES

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



# AQUATIC FACILITIES

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





Section IV  
Personnel

# MICHAEL E. CARROLL, AIA

## Principal-in-Charge



### EDUCATION

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

### REGISTRATION

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

### AFFILIATIONS

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



### AQUATIC FACILITIES DESIGN

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

# PATRICK D. HOAGLAND, ASLA

## Consulting Principal



### EDUCATION

The Ohio State University,  
B.S. Landscape Architecture

### REGISTRATION

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



### AQUATIC FACILITIES PLANNING & DESIGN

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

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

## Project Manager



### EDUCATION

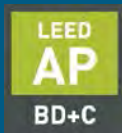
University of Kentucky College of Design  
Bachelor of Architecture, 2008

### Registered Architect:

Commonwealth of Kentucky

### AFFILIATIONS

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



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

### RECREATION AND AQUATIC FACILITIES

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

# CHARLES L. SCHNEIDER, P.E.

## Aquatic Engineer



### EDUCATION

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

### REGISTRATION

Professional Engineer:  
Commonwealth of Kentucky  
#22599

### CERTIFICATIONS

Certified Pool Operator, Ohio Aquatic  
Council, LTD—2008

### SPECIALTIES

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

### AQUATIC EXPERIENCE

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



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

## Architect



### EDUCATION

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

### REGISTRATION

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

### AFFILIATIONS

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



### RECREATION FACILITIES

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

# IAN C. BEATTIE, CSI, CCCA, ASSOCIATE

## Construction Administrator



### EDUCATION

Lexington Community College,  
Associate Degree in Architecture

University of Kentucky – College of  
Architecture

### AFFILIATIONS

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

### AQUATICS

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

### RECREATION

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

# MARK E. HORMAN, ASLA

## Senior Landscape Architect



### EDUCATION

University of Kentucky  
B.S. Landscape Architecture

### REGISTRATION

Registered Landscape Architect:  
Commonwealth of Kentucky

### AFFILIATIONS

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



### AQUATICS AND RECREATION DESIGN

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

**Chris Kelly, PE**  
Principal in Charge



**EXPERIENCE**

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

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

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

**Education**

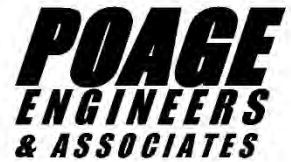
University of Kentucky  
Bachelor of Science in Civil Engineering  
(emphasis on Structures) – 1987

**Professional Organizations**

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

**Registration**

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



**RELEVANT EXPERIENCE**

**YMCA PROJECTS:**

**YMCA – Weight Room & Aerobics Addition**  
Paris, Kentucky

**YMCA – Telford – New Facility**  
Richmond, Kentucky

**YMCA – Arts Place Renovation**  
Lexington, Kentucky

**PARKING GARAGE PROJECTS:**

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

**Chase Bank Parking Garage**  
Lexington, Kentucky

**The Woodlands Parking Deck Structural Repairs**  
Lexington, Kentucky

**LFUCG Parking Annex – Structural Repairs**  
Lexington, Kentucky

**PNC Bank Parking Garage**  
Lexington, Kentucky

**Fayette County Justice Center Parking Structure**  
Lexington, Kentucky

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

**St. Joseph Hospital-Parking Structure**  
Lexington, Kentucky

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

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

**Victorian Square/Festival Market Parking Structure**  
Lexington, Kentucky

**Bank One Parking Garage – Structural Repairs**  
Lexington, Kentucky

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

**LEXINGTON PROJECTS:**  
**Victorian Square Renovation (2013)**

**HopCat - Victorian Square**

**Saul Good Renovation - Victorian Square**

**Urban Outfitters - Victorian Square**

**Tony's of Lexington - Victorian Square**

**Shakespeare & Company**

**New Fayette County High School**

**Fayette County District & Circuit Courthouses**

**Downtown Arts Center**

**Dudley's Restaurant Renovation/Adaptive Re-use**

**Proof Fitness**

**L'Escalade Fitness**

**Bryan Station High School**

**Lexington Transit Center**

**Dunbar Athletic Building**

**Brian D. Scott, PE**  
Engineer of Record



**EXPERIENCE**

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

**EDUCATION**

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

**PROFESSIONAL ORGANIZATIONS**

Structural Engineers Association of Kentucky

**REGISTRATION**

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

**RELEVANT EXPERIENCE**

**YMCA PROJECTS:**

**YMCA - Northside Addition & Renovation**  
Lexington, Kentucky

**PARKING GARAGE PROJECTS:**

**LFUCG Parking Garage Annex**

Lexington, Kentucky

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

**Chase Bank Parking Garage Emergency Wall Panel Review**

Lexington, Kentucky

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

**Picadome Parking Garage - St. Joseph Office Park**

Lexington, Kentucky

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

**Fayette County Courthouse Parking Garage**

Lexington, Kentucky

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

**ATHLETIC PROJECTS:**

**EKU Begley Building Repair Study & Implementation**

Richmond, Kentucky

**Clear Creek Family Activity Center**

Shelbyville, Kentucky

**College Park Natatorium Addition and Renovation**

Winchester, Kentucky

**LEXINGTON PROJECTS:**

**Lyric Theater**

Mr. Scott served as the project engineer as well as the engineer-of-record for this project. The project consisted of approximately 29,000 ft<sup>2</sup> with a cost of \$5.7 million. This project could be divided up into two buildings, a two-story addition, and a renovation of the existing theater. Mr. Scott was responsible for the management and the production of the construction documents and handled the construction administration. The building was designed around and submitted to the USGBC to achieve LEED Certification. This project was awarded Gold Status Level under LEED NC 2.2.

**Nunn Building Addition/Renovation**

**Alliance Coal Office Building**

**Fayette County District & Circuit Courthouses**

**William Wells Brown Elementary**

**Lexington Clinic Ambulatory Surgery Center**

**UK - Commonwealth Stadium End zone Expansion (1998)**  
(Engineered for all steel connections)

**Kentucky Basketball Academy**

**The Omni Center**

**University of Kentucky Administration Building Renovation**

**Southwynd Office Condo Building - New Three story Office Bldg**



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

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

#### **EDUCATION**

*Masters in Business Administration,  
University of Kentucky*

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

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

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

### **CERTIFICATION**

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

### **PROJECT ROLE & RELATED EXPERIENCE**

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

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

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

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

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

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

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

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

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

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

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

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

### **AFFILIATIONS**

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



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

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

**EDUCATION**

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

**Richard T. Rogers** | PE, CCP  
**PRINCIPAL ENGINEER**

**CERTIFICATION**

Professional Chemical & Electrical Engineer: Commonwealth of Kentucky (#23685)  
Certified Commissioning Professional, Building Commissioning Association  
Six Sigma Green Belt, American Society of Quality

**PROJECT ROLE & RELATED EXPERIENCE**

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

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

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

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

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

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

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

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

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

**Carver Community Center | Commissioning**  
*LFUCG | Lexington, KY*

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

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

**PROFICIENCIES**

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



**Kelsey Leslie | PE, CxA  
Engineer**

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

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

**EDUCATION**

*Bachelor of Science, Lipscomb  
University, Mechanical Engineering*

**LICENSURE & CERTIFICATION**

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

*Associate Commissioning Professional,  
Building Commissioning Association*

**AFFILIATIONS**

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

**PROFICIENCIES**

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

**RELATED EXPERIENCE**

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

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

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

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

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

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

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

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





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

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

#### **EDUCATION**

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

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

#### **CERTIFICATION**

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

#### **PROJECT ROLE & RELATED EXPERIENCE**

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

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

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

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

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

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

#### **PROFICIENCIES**

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



Section V  
Appendix

### **AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

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STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by *James W. Drayton* on this the 15 day of September, 2016.

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

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NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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



Brandstetter Carroll Inc.

Signature

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Brandstetter Carroll Inc.

Date: 9 / 15 / 16

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispani c or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	4		2	2												2	2
Professionals	31	26	3	2												28	3
Superintendents																	
Supervisors																	
Foremen																	
Technicians	15	13	2													13	2
Protective Service																	
Para-Professionals																	
Office/Clerical	7	1	6													1	6
Skilled Craft																	
Service/Maintenanc																	
<b>Total:</b>	57																

Prepared by: Alex Solomon, Marketing Coordinator

**Name & Title**

Firm Submitting Proposal: Brandstetter Carroll Inc.

Complete Address: 2360 Chauvin Drive      Lexington      40517  
  Street    City    Zip

Contact Name: Michael E. Carroll      Title: Senior Vice President/Principal-in-Charge

Telephone Number: 859.268.1933 Fax Number: 859.268.3341

Email address: mcarroll@bciaep.com



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 32-2016

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>MBE WBE or DBE</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. Paladin, Inc. 121 Old Lafayette Ave. Lexington, KY 40502	WBE	Mechanical, Electrical, and Plumbing Engineering	\$74,000	Estimated 15%
2.				
3.				
4.				

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

Brandstetter Carroll Inc.

**Company**

9/15/16

**Date**

**Company Representative**

Senior Vice President/Principal-in-Charge

**Title**





**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 32-2016

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

Company Name Brandstetter Carroll Inc.	Contact Person Michael E. Carroll
Address/Phone/Email 2360 Chauvin Drive Lexington, KY 40517 mcarroll@bciaep.com	Bid Package / Bid Date 7/8/16

MWDBE Company Addr	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Paladin, Inc. 121 Old Lafayette Ave Lexington, KY 40502	Debbie Winn	859.252.9047 winnd@paladinky.com	6/28/16	MEP Engineering	Email, phone	\$74,000	Female	2 on staff

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

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

Brandstetter Carroll Inc.

Company  
9/15/16

Date

Senior Vice President/Principal-in-Charge

Title

## **LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 32-2016

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

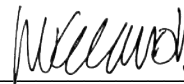
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Brandstetter Carroll Inc. \_\_\_\_\_

Company

9/1516 \_\_\_\_\_

Date




Company Representative

Senior Vice President/Principal-in-Charge \_\_\_\_\_

Title

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

  
\_\_\_\_\_  
Signature

9/15/16  
\_\_\_\_\_  
Date

RFP # 32-2016  
Architectural and Engineering Services for Shillito Pool Renovation

FORM OF PROPOSAL

**Phase I - Design Services**

**Lump Sum Fee**

1. Site Plan & Existing Building Plan/Report		\$ 5,000
2. Program Development & Schematic Plans		\$ 35,000
	50% Schematic Design	\$
	100% Schematic Design	\$
3. Phasing Recommendations & Cost Estimates		\$ 6,000
<b>TOTAL</b>		<b>\$46,000</b>

**Phase II - Design Services (percentage based on actual construction budget TBD after completion of Schematic Design and Cost Estimates)**

1. RFQ Assistance	0.5	%
2. Construction Documents	3.85	%
3. Bid Assistance	0.2	%
4. Construction Administration	2.15	%
5. Project Close Out	0.2	%

**Hourly Rates** - please attach schedule of hourly rates for all team members for additional work requested by Owner outside the scope described in this RFP.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2016

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

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

<b>PRODUCER</b> Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Brandstetter Carroll Inc. 2360 Chauvin Dr Lexington KY 40517-3917		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443	

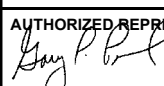
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	AEH288364175	11/27/2015	11/27/2016	\$1,000,000 per claim/\$2,000,000 aggregate \$50,000 deductible

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

**CERTIFICATE HOLDER****CANCELLATION**

Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT D**

**DETAILED PAYMENT SCHEDULE**

**Architectural and Engineering Services for Shillito Park Pool Expansion**  
**RFP#32-2016**

**Detailed Payment Schedule**

Phase I		Total Fee Per Phase	Detail
1. Site plan & Existing Building Plan/Report		\$5,000	
2. Program Development & Schematic Plans		\$35,000	
	50% Schematic Plans		\$17,500
	100% Schematic Plans		\$17,500
3. Phasing Recommendations & Cost Estimates		\$6,000	
	<b>TOTAL FEE (Not to Exceed)</b>	<b>\$46,000</b>	