

## CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 1, 2021, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Brandstetter Carroll, Inc. (CONSULTANT). OWNER intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the New Police East Sector – Roll Call as contemplated in the OWNER’s Request for Proposal No. #23-2021. The services are hereinafter referred to as the Project.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT was selected by OWNER based upon its response to the Request for Proposal No. 23-2021.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the Project described herein, serve as OWNER’S professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

### SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 23-2021. (Exhibit “A”), and Consultant’s Response dated August 25, 2021 (Exhibit “B”). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 23-2021: (Exhibit “A”).

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

1. Notify the OWNER in writing of its authorized representative who shall act as Project Manager and liaison representative between the CONSULTANT and the OWNER.
2. On the basis of the “Selection Criteria” in the "Request for Proposal", attached in Exhibit “A”, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit “A” for complete listing of all deliverables.

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

The General Condition provisions of RFP No. 23-2021 are incorporated herein by reference as if fully stated.

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

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

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

### **OWNER shall:**

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

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

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

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1 Methods of Payment for Services of CONSULTANT

#### 5.1.1 For Basic Services.

##### Lump Sum Pricing

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

<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$134,400</u></b>
Schematic Design Phase: (percentage of total services)	<u>\$33,600</u> <u>20%</u>
Design Development Phase: (percentage of total services)	<u>\$25,200</u> <u>15%</u>
Construction Documents Phase: (percentage of total services)	<u>\$67,200</u> <u>40%</u>
Bid Phase: (percentage of total services)	<u>\$8,400</u> <u>5%</u>
<b><u>Construction Administration Stage</u></b>	<b><u>\$33,600</u></b>
(percentage of total services)	<u>20%</u>
<b><u>Total Architectural/ Engineering Services</u></b>	<b><u>\$168,000</u></b>

#### 5.1.2. For Additional Services

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



### Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	\$250/HR
<u>Senior Registered Architect/ Engineer</u>	\$250/HR
<u>Registered Architect</u>	\$175/HR
<u>Professional Engineer</u>	\$175/HR
<u>Intern</u>	\$80/HR
<u>EIT</u>	\$100/HR
<u>Technician</u>	\$65/HR
<u>Clerical</u>	\$50/HR

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

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

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

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

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

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

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

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

### **6.1. Termination**

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

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

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

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

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

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

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in

this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

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

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

#### **6.5. Disputes.**

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

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

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

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

**6.7. Security Clause.**

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

**6.8. Access to Records.**

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

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national

origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - SPECIAL PROVISIONS**

8.1. This Agreement is subject to the following provisions.

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

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

**OWNER:**

Linda Gorton  
Mayor  
\_\_\_\_\_

**CONSULTANT:**

Ben Brandstetter  
\_\_\_\_\_  
\_\_\_\_\_



TRANSMITTAL

Date: September 2, 2021

Contract Number: N/A

Request for Proposal Number: RFP# 23-2021

File Number: 0893-21

Project Name: Police East Sector Roll Call

Purchase Order Number: N/A

Resolution Number: N/A

To: LFUCG Council Clerk's Office

RE: Consultant Services Agreement – Brandstetter Carroll Inc.

From: Chris Litton, LFUCG General Services

We Are Sending You:

- Contract
- Warranties
- Payment Application
- Operation and Maintenance Manuals
- Attached
- Plans

Item	Copies	Description	Pages	Date
1.	1	Memorandum- Police East Sector Roll Call - Request for Authorization – Revised with updated fiscal year.	1	09/02/2021

THESE ARE TRANSMITTED AS INDICATED BELOW:

- FOR APPROVAL
- FOR YOUR USE
- FOR YOUR REVIEW AND COMMENT
- OTHER:
- REPLY BY \_\_\_\_\_ TO AVOID DELAY IN CONSTRUCTION
- FOR ACTION
- FOR FILE
- FOR SIGNATURE

Remarks: Please send a copy back to Chris Litton upon full execution. Thank you!





TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Chris Ford, Commissioner of General Services

DATE: September 2, 2021

SUBJECT: Request Council Authorization for Consultant Services Agreement  
Professional Design Services – New Police East Sector Roll Call Station

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**Request:**

Request Council authorization for the Mayor to execute a consultant services agreement with Brandstetter Carroll Inc., for professional design services of the new Police East Sector Roll Call station.

**Purpose:**

Professional design services are needed for construction of a new Police East Sector Roll Call station. The new facility will be located on Clearwater Way. Complete design allows LFUCG to develop a construction bid package, and to establish a construction project timeline. In addition, design services enables LFUCG to better identify and account for the operational needs of the Lexington Police Department. This agreement was competitively bid under RFP# 23-2021.

**Budgetary Implication:**

The cost for Fiscal Year 2022 is \$168,000.

**Are the funds budgeted?**

Yes. This will be paid from 2612-505501-5511-90511

**File Number:** 0893-21

**Director/Commissioner:** Jamshid Baradaran / Chris Ford





TRANSMITTAL

Date: September 2, 2021

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Contract

Operation and Maintenance Manuals

Warranties

Attached

Payment Application

Plans

Item	Copies	Description	Pages	Date
1.	1	Master Legistar Report – File #0893-21	2	09/02/2021
2.	1	Memorandum- Police East Sector Roll Call - Request for Authorization	1	09/02/2021
3.	1	Consultant Services Agreement (Signed by Brandstetter Carroll)	9	09/02/2021
4.	1	Brandstetter Carroll Inc. - Certificate of Liability Insurance	1	08/17/2021
5.	1	RFP 23-2021 with Addendum 01 - Exhibit-A	107	07/28/2021
6.	1	Brandstetter Carroll Proposal - Exhibit-B	49	08/25/2021

THESE ARE TRANSMITTED AS INDICATED BELOW:

FOR APPROVAL

FOR ACTION

FOR YOUR USE

FOR FILE

FOR YOUR REVIEW AND COMMENT

FOR SIGNATURE

OTHER:

REPLY BY \_\_\_\_\_ TO AVOID DELAY IN CONSTRUCTION

Remarks:

Please send a copy back to Chris Litton upon full execution. Thank you!







# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0893-21**

**File ID:** 0893-21

**Type:** Agenda Item

**Status:** Draft

**Version:** 1

**Contract #:**

**In Control:** General Services

**Division:** General Services

**Cost:**

**File Created:** 09/02/2021

**File Name:** Consultant Services Agreement - Brandstetter Carroll  
Inc. - RFP# 23-2021

**Final Action:**

**Title:** Request Council authorization for the Mayor to execute a consultant services agreement with Brandstetter Carroll Inc., for professional design services of the new Police East Sector Roll Call station in the amount of \$168,000.

**Notes:**

**Code Sections:**

**Agenda Date:** 09/14/2021

**Indexes:**

**Agenda Number:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 01 - Police East Sector Roll Call - Request for Authorization, 02 - Consultant Services Agreement, 03 - RFP 23-2021 with Addendum 01 - Exhibit-A, 04 - Brandstetter Carroll - Exhibit-B, 05 - Brandstetter Carroll - Certificate of Liability Insurance

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Chris Litton

**Effective Date:**

**Related Files:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Sally Hamilton		
1	2		Chris Ford		
1	3		Dina Melvin		
1	4		Elizabeth McGee		
1	5		Glenda George		
1	6		Mike Skidmore		
1	7		Charlie Lanter		
1	8		Tammy Walters		
1	9		Todd Slatin		
1	10		Stacey Maynard		

### History of Legislative File

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Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0893-21**

**Title**

Request Council authorization for the Mayor to execute a consultant services agreement with Brandstetter Carroll Inc., for professional design services of the new Police East Sector Roll Call station in the amount of \$168,000.

**Summary**

Request Council authorization for the Mayor to execute a consultant services agreement with Brandstetter Carroll Inc., for professional design services of the new Police East Sector Roll Call station in the amount of \$168,000. Professional design services are needed for construction of a new Police East Sector Roll Call station. The new facility will be located on Clearwater Way. Complete design allows LFUCG to develop a construction bid package, and to establish a construction project timeline. In addition, design services enables LFUCG to better identify and account for the operational needs of the Lexington Police Department. This agreement was competitively bid under RFP# 23-2021.

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 2612-505501-5511-90511

This Fiscal Year Impact: \$168,000

Annual Impact: \$0

Project: POL\_E\_SECT\_2022

Activity: CONSTRUCT\_CAP

Budget Reference: 2022

Current Balance:



TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Chris Ford, Commissioner of General Services

DATE: September 2, 2021

SUBJECT: Request Council Authorization for Consultant Services Agreement  
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**File Number:** 0893-21

**Director/Commissioner:** Jamshid Baradaran / Chris Ford





BRANCAR-03

EEVERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Energy Insurance Agency, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: EMPLOYERS MUTUAL CASUALTY COMPANY, EMC NAIC #: 21415

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Ohio Stop Gap.

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

CERTIFICATE HOLDER: Lexington Fayette Urban Co Government. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #23-2021 Design of Police East Sector Roll Call** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 25, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

A pre-proposal meeting will be held via Zoom, August 11, 2021, at 2:00 p.m. All interested persons are encouraged to attend.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/83162382158?pwd=UnRXMWFMazNiY2tTSUdaeJJDQXFHZZ09>

**Meeting ID: 831 6238 2158**

**Passcode: 543575**

**Laws and Regulations**

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

**Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

**Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

**"KRS 45.610. Hiring minorities -- Information required**

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

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

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

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is

representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

### **Contention Process**

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

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

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



## **SELECTION CRITERIA:**

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

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

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

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<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 (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

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

<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:tyra@commercelexington.com">tyra@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>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@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@orvwbc.org">smixon@orvwbc.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:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**





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

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

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

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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 MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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



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

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

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

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR 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 bid and the commencement of any work or provision of goods.

**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

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Excess/Umbrella Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

#### Deductibles and Self-Insured Programs

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

#### Safety and Loss Control

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

#### Verification of Coverage

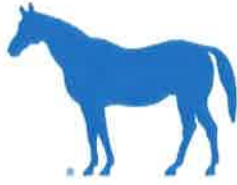
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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



# **LEXINGTON**

**REQUEST FOR PROPOSALS**

**FOR:**

**Lexington Police Department**

**New Facility For:**

**Police East Sector - Roll Call**

**RFP # 23-2021**

**Department of General Services**

**Division of Facilities & Fleet Management**

**Project Management Group**

**August 2021**

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## **1.0- INTRODUCTION**

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/ Engineering consultants who are expertly qualified in the performance of professional design services relating to new building construction.

The purpose of these services is for a New Police East Sector – Roll Call to be located at the corner of Clearwater Way and Saron Drive. The proposed site is owned by LFUCG, and is beside the Lexington Fire Department's Station #22 located at 4393 Clearwater Way, Lexington, KY 40515. The new roll call facility is anticipated to be a 1 to 2 story building at approximately 6,000 SF. The site will need to accommodate a minimum of 50 regular parking spaces, safe and efficient site access (pedestrian/ automotive), and encompass an overall design that identifies the building as part of the Lexington Police Department while staying sensitive to the neighborhood and context of the surrounding structures.

The address for the **New Lexington Police Department, Police East Sector - Roll Call** will be:  
4385 Clearwater Way, Lexington, KY 40515

The Project shall consist of Two Stages:

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

## **1.1 - PROJECT NARRATIVE**

The current Lexington Police East Sector – Roll Call is a leased space located at 1165 Centre Parkway, Lexington, KY 40517. The current space is approximately 4,523 SF, is undersized for current operational needs, and is limited in terms of potential growth for the Lexington Police Department (LPD). Moreover, the current lease is set to expire in mid-2022 in which the Lexington Police Department would vacate the leased space per the conditions of the lease agreement. Although a firm date in which the LPD will vacate the leased space has not yet been established, the timeline for this project will be set based on a substantial completion date for the new facility before July 2023. This project will follow a Design-Bid-Build delivery method in which Bid Documents should be ready to advertise no later than the middle of March 2022. Refer to the Project schedule (Attachment C).

The proposed site at 4385 Clearwater Way is owned by the LFUCG, and appears to be adequate in meeting the project scope and requirements. See (Attachment E) for aerial views highlighting the proposed site. In an in-house feasibility study, a basic single level layout containing the minimum required program of spaces totaling approximately 6,000 SF was placed on the site. The building layout maintained all known setbacks, accommodated adequate space for the required 50 plus regular parking spaces, and allowed pedestrian/ vehicular access from both Clearwater Way and Saron Drive. Although, a single story structure is preferred, the consultant shall conduct a thorough investigation regarding the site specific structure that best meets the Owner's needs. As part of the in-house feasibility study, a property survey (Attachment F), and a geotechnical report (Attachment G) were obtained. Furthermore, due to the close adjacency to Fire Station #22, and information contained on the property survey, it is assumed that all utilities are reasonably accessible. The consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert based recommendations to the Owner. Recommendations shall include at a minimum; comparisons of probable costs, product lifecycles, maintenance requirements, and site considerations.

This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage, includes a schematic

design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one year workmanship warranty provided by the contractor.

## **1.2 - PROGRAM & TECHNICAL REQUIREMENTS**

The Police East Sector – Roll Call is anticipated to be approximately 6,000 GSF on a corner lot owned by LFUCG. The building shall be sited in accordance with all codes, zoning, and applicable regulations. The building should be oriented to address both Clearwater Way and Saron Drive. Site entrances/ exits shall account for pedestrian right-of-way and access, proper sightlines, and appropriate alignment & distances from existing intersection. The design should incorporate elements to make the building 'solar ready' for the possible inclusion of roof-mounted photovoltaics in the future. Building configuration, material assemblies, lighting, and building technology shall provide a reasonable level of safety and security per the building typology. Consultants shall collaborate with the Lexington Police Department for safety and security strategies to be implemented within the design. The parking area shall include a minimum of 50 regular spaces for roll call purposes along with visitor parking and assessable spaces adjacent to the building.

### **Administrative portions of the building shall include the following:**

- Vestibule Lobby / Reception (approximately 200 SF) to utilize audio/ visual controlled exterior entrance. Vestibule/ Lobby to be a controlled space, and located adjacent to secure reception office. Reception to have secure visual sight line to vestibule/ lobby.
- Commander's Office (approximately 180 SF)
- Lieutenants' Office (approximately 280 SF) to include workspaces for 4 Lieutenants.
- Sergeant Work Stations (approximately 600 SF) to include cubicles for 12 Sergeants.
- Neighborhood Resource Officers' Office (approximately 250 SF) to include workspaces for 5 Resource Officers.

### **Assembly Spaces shall include the following:**

- Roll Call Space (minimum of 650 SF) to accommodate a minimum of 45 users.
- Conference Room (approximately 550 SF) to accommodate a minimum of 35 users.
- Break Room (approximately 400 SF) to include a dining area that would also allow for mobile work spaces. The break room shall be located near the Roll Call Space and may be used as an overflow space during certain functions.
- Kitchenette (approximately 120 SF) shall be integrated with the Break Room, include a full size refrigerator, double bowl sink, microwave, countertop space, coffee pot, and casework. A vending area shall also be incorporated within the breakroom/kitchenette area.

### **Utility and Equipment Spaces shall include the following:**

- Work Room (approximately 150 SF) located near offices and work stations. Work room to include copier/printer, file area, supply storage, etc.
- Body Warn Camera Charging Station (approximately 80 SF) to be located next to the Roll Call Space.
- Storage / Bike/ Equipment Room (approximately 750 SF) to be located with both interior access, and direct access to the exterior. The space will be used to store regularly used police equipment, police bicycles, bicycle work station, tool storage, barrier/ traffic control items, UTVs, and other general storage items.
- Restrooms (approximately 180 SF each) shall be accessible and meet ADA guidelines where applicable. Fixtures shall be calculated per applicable plumbing codes, and shall include a minimum of one ADA shower.
- General Storage Area (minimum of 50 SF).



- Utility Closet (minimum 50 SF) shall include mop sink, utility sink, and storage.
- Mechanical, Electrical, and Data Rooms to be properly sized per appropriate building systems.
- Circulation per building configuration and layout.

**Notes:**

1. All furniture and casework to be coordinated with Owner to ensure proper power, data, and blocking locations. Power & data shall be located to allow for flexible use and arrangements.
2. Consultants shall coordinate with Owner for LFUCG standards. Owner will provide consultant with all available LFUCG standards as necessary.
3. Consultant shall explore opportunities of operable partitions between large spaces to allow for greater capacity and flexible program use.
4. Consultant shall coordinate all colors and finishes with the Owner including LFUCG & LPD graphics. Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
5. Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made. It is preferred to have separately controlled heating and cooling zones with thermostats in the various areas.
6. Energy performance criteria shall utilize the 50% Advanced Energy Design Guide for Small to Medium Office Buildings where deemed practical.
7. Consultant shall ensure the mechanical systems can be serviced and maintained by locally available trades-people. If the mechanical system is at ground level, adequate security must be provided.
8. All exterior & interior finish materials should be long lasting, durable, and easily maintained.
9. Building exterior and parking area shall be well lit to provide for safe use of the facility. Exterior lights should be resistant to vandalism and be energy efficient.
10. Consultant should consider permeable surfaces and landscaping options when evaluating storm water management.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. A preliminary Program of Spaces, (Attachment D) has been included in this RFP, but the consultant shall be responsible to update and finalize the Program of Spaces as necessary with Owner approval. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, photovoltaics, building envelope commissioning, generator system, etc.

### 1.3 - SCOPE OF BASIC SERVICES

**General Requirements:**

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental

drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half size sets of drawings as a portion of the required amount of hard copy sets per each submission.

- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
- f. **Authorization to Proceed** – Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

### **1.3a - STAGE 1: Design Stage**

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

**Phase 1: Schematic Design** - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

- Program of Spaces/ Defined Scope of Work**  
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.
- Preliminary Estimate of Probable Construction Cost.**  
The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.
- Schematic Design Narrative & Documentation**

Written documentation and justification of proposed major building systems. Identify each major building system (building structure, HVAC system, building envelope, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

**Schematic Design Drawings** (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- **Site Plan:** Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations.
- **Floor Plans:** Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- **Elevations:** Exterior elevation drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified on drawings. All major building elevations shall be required for new building construction.

**Schematic Design Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

**Phase 2: Design Development**

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

**Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems, and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

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

- **Site Plans:** Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, & parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- **Structural Plans:** Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.
- **Architectural Plans:** Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- **Elevations:** Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, roof pitch, note all materials & show material extent. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment. Dash & label all required clearances.

- **Building Sections:** Show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, ceilings, soffits, insulation, finish grade, etc.), roof slope, wall section call outs. Provide minimum of two major building sections (one longitudinally & one laterally).
- **Plumbing:** Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- **Mechanical:** Key plan with legend, preliminary equipment schedules with sizes and quantities from basis of design (provide make & model, if known), locate all major HVAC equipment. Provide at a minimum, single line diagram of ducts and pipes sufficient to show zone locations including preliminary sizing for all ductwork mains and piping system main lines on plan view. Locate roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents, intake louvers, etc. Confirm proper existing and/or new structure with equipment weight & vibrations. Coordinate & allow for proper equipment curbs, roof repairs, and proper flashing. Coordinate locations of all ground equipment, clearances, concrete pads, in-take locations, screen walls / enclosures, etc.
- **Electrical:** Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified. (make & model, if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.
- **Energy:** Report to include energy modeling and life cycle cost analysis as basis for mechanical system selection.

**3D Images/ Samples:**

Provide color 3D images of all 4 major elevations to show the proposed new building envelope. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.)

**Design Development Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

### **Phase 3: Construction Documents**

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

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Independent Third Party Estimate of Construction Cost:**

The consultant shall engage with a third party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

**Project Manual**

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

□ **Construction Document Drawings (include at a minimum):**

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- **Civil:** Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- **Structural:** Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.
- **Architectural Plans:** Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.

- **Building Elevations:** Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, flashing, gutters, downspouts, trims, and roof pitch. Note all materials & show material extents and transitions. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment, display areas, and restroom plumbing walls (where heights, arrangements, and finishes need clarification). Dash & label all required clearances. Provide complete notation, call outs, and coordination.
- **Sections:** Building Sections to show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, canopies, ceilings, soffits, insulation, finish grade, etc.). Indicate roof slope, and show wall section call outs. Provide minimum of two complete major building sections (one longitudinally & one laterally). Show additional sections as required to convey full scope of work. Show call outs for wall sections were applicable. Provide wall sections for typical conditions, and at all unique conditions (material and construction type transitions, canopy locations, major entrances, etc.). Note all materials and construction, and provide call outs for larger details. Provide larger details for all areas not conveyed at smaller scales. Show material transitions, and terminations. Show flashing, sealant, and other water proofing details. Provide complete notation, call outs, and coordination.
- **Doors & Windows:** Dimension all doors, door frames, and windows, show elevations and jamb/sill heights, schedule and/ or note all materials/ material types, show swing directions, and coordinate hardware. Show head, jamb, and sill details for all openings. Coordinate with structural, interior finishes, and window treatments (blinds, shades, tints, etc.). Schedule all doors and windows. Door schedule to include: Door number, door size, door material, glass type, door elevation reference, frame material, frame type reference, fire rating, head reference, jamb reference, sill reference, hardware set number (coordinate with specification – hardware specification to include ANSI hardware function.)
- **Plumbing:** Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.
- **Mechanical:** HVAC plans showing completed systems with size and type of heating and cooling units. Show all connections, pumps, supply and return lines with sizes, valves and slopes, motors, air-handling equipment, and fans. Including types, locations, sizes and capacity of all ducts, grilles and ventilator. Provide plans showing ductwork, piping, and mechanical devices with sizes. Note sound/vibration attenuation measures. Show locations of fire dampers, balance dampers, access panels, and housekeeping pads sized and located on plans. Show completed equipment schedules including makes, models, fan RPM speed, etc., for all systems. For areas of concentrated equipment, provide enlarged plans and section views. Show all piping sized including valves on plan view. Include riser diagrams and details for all systems. Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification. Consultant to advise Owner of equipment and components that affect the building's aesthetic, and/or is in direct view from an exterior pedestrian perspective. Include key plan, legends, tags, call outs, etc.



- **Electrical:** Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, cctv and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail, power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plan, legends, tags, call outs, etc.
- **Energy:** Include a final energy model with anticipated utility operating costs (for budgetary purposes).

**3D Images/ Samples:**

Provide color 3D images of all 4 major elevations to show the proposed new building envelope. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the final building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall resubmit an updated sample board of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.) Consultants shall also submit a board of interiors finishes (flooring, paint, tile, laminates, wood, etc.) that shall be coordinated with submitted finished plans.

**Construction Document Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

#### **Phase 4: Bid Phase**

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference, and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

#### **Bid Phase Deliverables:**

(1) Hardcopy and one digital written recommendation on company letterhead.

### **1.3b - STAGE 2: Construction Administration Stage**

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager, and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

#### **Phase 1: Construction Administration Phase**

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

**Meetings (Pre-Construction & Progress Meetings):**

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

**Reviews:**

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

**Logs:**

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

**Correspondence/ Reports:**

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

**Inspections:**

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

**Supplemental Drawings:**

Supplemental drawings shall be required to clearly communicate the full scope of work when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

**Record Drawings:**

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

**Close Out:**

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

**Construction Administration Deliverables:**

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting, and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-

- through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
  - VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
  - VIII. Consultant shall submit (1) digital copy of the completed Project Close Out List within (5) days after Final Completion.

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

**Warranty Coordination**

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

**11- Month Walk-Through**

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

#### **One Year Workmanship Warranty Period Deliverables:**

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

#### **1.4 - SELECTION PROCESS**

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

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

## SCORING CRITERIA

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

## COMPENSATION

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

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

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**Design Services for a New Police East Sector - Roll Call**  
**Request for Proposal # 23-2021**  
**Form of Proposal**

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

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

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
    - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
    - iii. Identification of any involved sub-consultants and/or joint-venture partners
  - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

**Design Stage (Total Services Below)**

\$ \_\_\_\_\_

Schematic Design Phase:  
(percentage of total services)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

Design Development Phase:  
(percentage of total services)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

Construction Documents Phase:  
(percentage of total services)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

Bid Phase:  
(percentage of total services)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

**Construction Administration Stage**

(percentage of total services)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

**Total Architectural/ Engineering Services**

\$ \_\_\_\_\_

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

Title/Skill Level

Hourly Rate

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

\_\_\_\_\_

\_\_\_\_\_ \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



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**Signature**

**Name**

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**Title**

**Date**

**ATTACHMENT: B**

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**CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2021, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **New Police East Sector – Roll Call** as contemplated in the **OWNER**'s Request for Proposal No. #23-2021. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 23-2021.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 23-2021. (**Exhibit "A"**), and Consultant's Response dated August 25, 2021 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 23-2021. (**Exhibit "A"**).

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

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

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

The General Condition provisions of RFP No. 23-2021 are incorporated herein by reference as if fully stated.

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

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

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

### **OWNER shall:**

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

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

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

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

**SECTION 5 - PAYMENTS TO CONSULTANT**

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

**5.1.1 For Basic Services.**

**Lump Sum Pricing**

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

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
<b><u>Construction Administration Stage</u></b>	\$ _____
(percentage of total services)	_____ %
<b><u>Total Architectural/ Engineering Services</u></b>	\$ _____

**5.1.2. For Additional Services**

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

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

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

**5.2. Times of Payment.**

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

**5.3. Other Provisions Concerning Payments.**

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

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

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

### **6.1. Termination**

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

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

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

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

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

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

**6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

**6.5. Disputes.**

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

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

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects



and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

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

**6.7. Security Clause.**

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

**6.8. Access to Records.**

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

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - SPECIAL PROVISIONS**

8.1. This Agreement is subject to the following provisions.

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

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

**OWNER:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment C - Project Schedule

### New Police East Sector - Roll Call

Task	Duration	Start	Finish
<b>RFP</b>	<b>106 Days</b>	<b>7/12/2021</b>	<b>10/26/2021</b>
RFP Development	24 Day	7/12/2021	8/5/2021
Advertise RFP	28 Day	7/28/2021	8/25/2021
Pre-Proposal Meeting	1 Day	8/11/2021	8/11/2021
<b>RFP - Responses Due</b>	<b>1 Day</b>	<b>8/25/2021</b>	<b>8/25/2021</b>
RFP Evaluation and A/E Recommendation	7 Days	8/25/2021	9/1/2021
Approved in Legistar Date	1 Days	9/3/2021	9/3/2021
Council WS	1 Day	9/14/2021	9/14/2021
Council 1st Reading (DOUBLE READING)	1 Day	9/16/2021	9/16/2021
Council 2nd Reading	1 Day	9/130/2021	9/30/2021
N.T.P. & P.O.	12 Days	9/16/2021	9/28/2021
<b>Design</b>	<b>167 Days</b>	<b>9/28/2021</b>	<b>3/14/2022</b>
Schematic Design Phase	42 Days	9/28/2021	11/9/2021
<b>Schematic Design Due</b>	<b>1 Days</b>	<b>11/9/2021</b>	<b>11/9/2021</b>
Owner Review & Comments	7 Days	11/9/2021	11/16/2021
Schematic Design Final Deliverables Due	7 Days	11/16/2021	11/23/2021
Design Development Phase	42 Days	11/9/2021	12/21/2021
Thanksgiving Holidays	2 Days	11/25/2021	11/26/2021
<b>Design Development Due</b>	<b>1 Days</b>	<b>12/21/2021</b>	<b>12/21/2021</b>
Christmas Eve & Christmas	2 Days	12/24/2021	12/27/2021
Owner Review & Comments	7 Days	12/28/2021	1/4/2022
New Years	1 Days	12/31/2021	12/31/2021
Final Design Development Deliverables Due	7 Days	1/4/2022	1/11/2022
Construction Document Phase	49 Days	1/11/2022	3/1/2022
<b>Construction Document 98% Submission</b>	<b>1 Day</b>	<b>3/1/2022</b>	<b>3/1/2022</b>
Owner Review & Comments	7 Days	3/1/2022	3/8/2022
Owner's Construction Documents' Comments Incorporated	7 Days	3/8/2022	3/15/2022
<b>100% Construction Documents Ready to Advertise Submission</b>	<b>1 Day</b>	<b>3/15/2022</b>	<b>3/15/2022</b>
<b>Advertisement &amp; Award</b>	<b>84 Days</b>	<b>3/15/2022</b>	<b>6/7/2022</b>
Compile Bid Documents	7 Days	3/15/2022	3/22/2022
Advertise for Bids	28 Days	3/22/2022	4/19/2022
Pre-Bid Meeting	1 Day	4/5/2022	4/5/2022
<b>Bids Due</b>	<b>1 Day</b>	<b>4/19/2022</b>	<b>4/19/2022</b>
Bid Review & Selection	7 Days	4/19/2022	4/26/2022
Approved in Legistar Date	1 Days	TBD	TBD
Council WS	1 Day	TBD	TBD
Council 1st Reading	1 Day	TBD	TBD
Council 2nd Reading	1 Day	TBD	TBD
Construction Contract Execution/ P.O.	1 Days	TBD	6/7/2022
Council Summer Recess	TBD Days	TBD	TBD
<b>Anticipated Construction</b>	<b>469 Days</b>	<b>6/7/2022</b>	<b>9/19/2023</b>
Pre-Construction Meeting (N.T.P.)	1 Day	6/7/2022	6/7/2022
Construction	365 Days	6/7/2022	6/7/2023
<b>Substantial Completion</b>	<b>1 Day</b>	<b>6/7/2023</b>	<b>6/7/2023</b>
Close Out	23 Days	6/7/2023	6/30/2023
<b>Final Completion</b>	<b>1 Day</b>	<b>6/30/2023</b>	<b>6/30/2023</b>

# Attachment D - Preliminary Program of Spaces

 <b>LEXINGTON</b> <i>Facilities &amp; Fleet Management</i>	Property Name:	Proposed New Police East Roll Call
	Property Address:	4385 Clearwater Way, Lexington, KY 40515
	Building Date:	N/A
	Improved Area (GSF):	6,000 GSF
	Land Area:	1.50 - 1.75 Acres (50+ Parking Spaces)
	# of Stories:	1 Story Preferred, Possibility of 2 Story
<b>Department of General Services</b> <b>LFUCG Police Department</b> <b>Program of Spaces</b>	Date:	07-28-2021

Administrative/ Office	No.		Size	Unit	Extension	Comments
Lobby/ Reception/ Secure Entry	1	@	200	SF	200 SF	
Commander's Office	1	@	180	SF	180 SF	1 Commander
Lieutenant Offices	1	@	280	SF	280 SF	4 Lieutenants
Sergeant Work Stations	1	@	600	SF	600 SF	12 Sergeants
Neighborhood Resource Office	1	@	250	SF	250 SF	5 Resource Officers
Work Room	1	@	150	SF	150 SF	Printer, Copier, Supplies Etc.
Kitchen	1	@	120	SF	120 SF	Locate In/Next to Break Room
Break Room with Work Stations	1	@	400	SF	400 SF	Locate next to Roll Call
Body Worn Camera (BWC) Station	1	@	80	SF	80 SF	Locate Next to Roll Call
		@		SF	0 SF	
		@		SF	0 SF	
					<b>Subtotal:</b>	<b>2,260 SF</b>

Assembly	No.		Size	Unit	Extension	Comments
Roll Call	1	@	650	SF	650 SF	Need for up to 45 users.
Conference Room	1	@	550	SF	550 SF	Need for up to 35 users
		@		SF	0 SF	
		@		SF	0 SF	
					<b>Subtotal:</b>	<b>1,200 SF</b>

Utility / Equipment	No.		Size	Unit	Extension	Comments
Storage / Bike / Equipment	1	@	750	SF	750 SF	
Restroom	2	@	180	SF	360 SF	Includes ADA Shower
Mechanical	1	@	200	SF	200 SF	
Electrical	1	@	100	SF	100 SF	
Data	1	@	50	SF	50 SF	
Utility Closet	1	@	50	SF	50 SF	
General Storage	1	@	50	SF	50 SF	May be multiple storage areas
		@		SF	0 SF	
		@		SF	0 SF	
					<b>Subtotal:</b>	<b>1,560 SF</b>

<b>Total Net Square Feet:</b>	NSF:	<b>5,020 SF</b>
<b>Walls, Circulation, Etc.</b>	20%	<b>980 SF</b>
<b>Total Gross Square Feet:</b>	GSF:	<b>6,000 SF</b>



**Attachment E – Vicinity Aerials**

4385 Clearwater Way, Lexington, KY 40515





# Attachment F - Property Survey

### METHOD OF SURVEY

The survey was conducted using a Trimble SPP1000 total station and a Trimble R1102 GNSS receiver. The survey was conducted in accordance with the standards of the International Association of Professional Surveyors (IAPSO).

### FEMA FLOOD HAZARD AREA

The FEMA Flood Hazard Area for this property is shown on the attached map. The property is located in a Flood Hazard Zone (V-2). The Flood Hazard Zone is defined as the area that is subject to inundation by the action of the waves of the ocean.

### ORIGIN OF BEARINGS AND COORDINATES

The bearings and coordinates of the points on this survey were obtained from the National Geodetic Survey (NGS) datum of 1983. The NGS datum is a geocentric datum that is based on the Earth's center of mass.

### ORIGIN OF ELEVATIONS

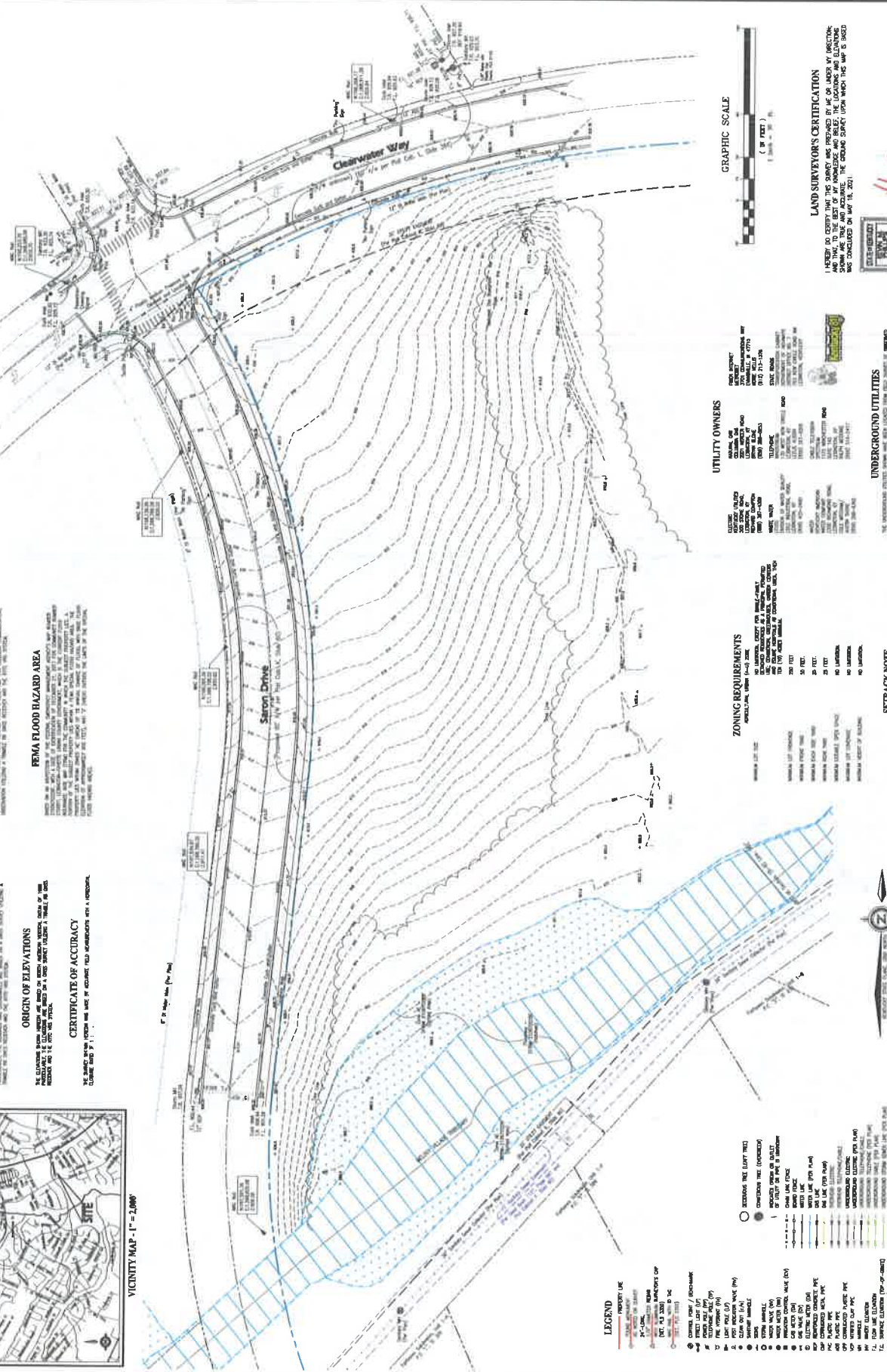
The elevations on this survey are based on the mean sea level datum of 1985. The mean sea level datum is a datum that is based on the average height of the sea level over a long period of time.

### CERTIFICATE OF ACCURACY

The accuracy of this survey is ± 0.01 feet. The accuracy is based on the standards of the International Association of Professional Surveyors (IAPSO).



VICINITY MAP - 1" = 200'



GRAPHIC SCALE  
0 10 20  
(1" = 10')

### UTILITY OWNERS

UTILITY	NAME	ADDRESS	PHONE
ELECTRIC	KENTON POWER AND LIGHT CO.	220 EAST MAIN ST.	278-4300
GAS	DOMINION ENERGY	1500 S. BRADLEY AVE.	278-2500
WATER	KENTON WATER WORKS	1500 S. BRADLEY AVE.	278-2500
SEWER	KENTON WATER WORKS	1500 S. BRADLEY AVE.	278-2500
TELEPHONE	KENTON TELEPHONE CO.	1500 S. BRADLEY AVE.	278-2500
TRASH	KENTON TRASH DEPT.	1500 S. BRADLEY AVE.	278-2500
CABLE TV	COMCAST	1500 S. BRADLEY AVE.	278-2500

### ZONING REQUIREMENTS

REQUIREMENT	REQUIREMENT	REQUIREMENT
MINIMUM LOT SIZE	5000 SQ. FT.	
MINIMUM LOT FRONT	25 FT.	
MINIMUM LOT DEPTH	25 FT.	
MINIMUM FRONT SETBACK	25 FT.	
MINIMUM SIDE SETBACK	5 FT.	
MINIMUM REAR SETBACK	5 FT.	
MINIMUM FRONT YIELD	1.0	
MINIMUM FRONT SETBACK	25 FT.	
MINIMUM SIDE SETBACK	5 FT.	
MINIMUM REAR SETBACK	5 FT.	

### SETBACK NOTE

The setback requirements are based on the zoning ordinance of the City of Kenton. The setback requirements are based on the zoning ordinance of the City of Kenton. The setback requirements are based on the zoning ordinance of the City of Kenton.

### LEGEND

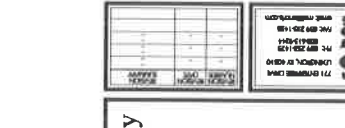
- PROPERTY LINE
- EXISTING LOT
- NEW LOT
- CONCRETE
- ASPHALT
- CURB
- PAVEMENT
- SEWER
- GAS
- ELECTRIC
- TELEPHONE
- CABLE TV
- TRASH
- WATER
- SEWER
- GAS
- ELECTRIC
- TELEPHONE
- CABLE TV
- TRASH
- WATER

### LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE MEASUREMENTS AND CALCULATIONS THEREON WERE MADE ACCURATELY AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYOR'S ACT AS APPLICABLE TO THE STATE OF KENTON, KY. DATED 05/20/2021.

05-20-2021

711 W. MAIN ST.  
LEXINGTON, KY 40502  
711 W. MAIN ST.  
LEXINGTON, KY 40502  
711 W. MAIN ST.  
LEXINGTON, KY 40502





**Geotechnical Engineering  
Exploration**

**Project:  
Lexington Fayette Urban County Government  
Police Roll Call Facility  
Lexington, Kentucky**

**Prepared for:  
Lexington Fayette Urban County Government  
Chris Litton, Project Program Manager**

**June 25, 2021**



Geotechnical, Environmental  
& Materials Engineering  
Since 1957

June 25, 2021

Chris Litton  
Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**RE: Report of Geotechnical Exploration  
LFUCG Police Roll Call Facility  
Lexington, Kentucky  
L.E. Gregg Project Number: 2021019**

Mr. Litton,

L.E. Gregg Associates is pleased to present our report for the geotechnical exploration performed at the above referenced site. The attached report presents a review of the project information provided to us, a description of the site and subsurface conditions encountered, as well as any foundation and earthwork recommendations for the proposed project. This field exploration for this study was performed on May 26<sup>th</sup>, 2021.

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

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

Respectfully,

**L.E. GREGG ASSOCIATES**

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

Steven Mortimer, P.E.  
Senior Engineer

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

Jason Ainslie, P.E.  
President



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### Key to Symbols and Descriptions

- Appendix A – Summary of Laboratory and Drilling Data
- Appendix B – Logs of Borings
- Appendix C – Site Location Map and Drawings

## **1.0 INTRODUCTION**

### **1.1 PURPOSE OF EXPLORATION**

The purpose of this exploration was to determine the general subsurface conditions existing at the project site through a program of controlled drilling, sampling, and testing; and to evaluate these findings with respect to the foundation concept, design, and currently accepted engineering practices. The purpose and scope of services were based upon the RFP from Chris Litton, dated April 20, 2021, and outlined in L.E. Gregg proposal P21-033, dated April 26, 2021. More specifically, the objectives are:

1. Determine depths to and elevations of the underlying bedrock surface beneath the proposed structures and the general geologic conditions existing at the site.
2. Determine existing surface and subsurface water conditions at the site and their relation to design, construction, and service of the proposed project.
3. Make general recommendations concerning foundation type, design, and construction based on the encountered conditions.

## **2.0 PROJECT INFORMATION**

### **2.1 BACKGROUND INFORMATION**

Project information was provided in a request for proposal to L.E. Gregg Associates from the Lexington Fayette County Urban County Government. The proposed project is for the construction of a new 2 story Police Roll Call Facility just west of Fire Station 22 at the corner of Clearwater Way and Saron Drive. The construction is expected to be either steel framed or load bearing CMU materials. The final design of the facility was not complete at the time of this report.

### **2.2 SITE SURFACE CONDITIONS**

The proposed project site is located at the southeast corner of Clearwater Way and Saron Drive in Lexington, Kentucky. In reviewing currently available historical aerial imagery, the area was developed between 1997 and 2002 and has been largely untouched since. At the time of drilling, the site was covered in short grasses and forested areas line the eastern and southern boundary of the property. Based on visual observations as well as the provided site survey, the site falls from an approximate elevation of 932 ft. at the northwest corner of the property to the south/southeast ending at the southern tree line with an approximate elevation of 902 ft.

### **2.3 SITE GEOLOGY**

Geologic information was referenced from Geologic map of the Coletown quadrangle, east-central Kentucky, Kentucky, 1967. Materials underlying the site are of Lower to Middle

Ordovician Age and are classified as the Tanglewood Limestone Member No.2. The limestone is generally medium light gray to medium brownish gray, fossil-fragmental, fine to coarse grained, partly phosphatic, very thin to thin bedded, and partly crossbedded. The unit is thickest in the northwest and intertongues with the Millersburg Member to east and with Clays Ferry Formation to south.

The karst potential at the site is classified as very high risk. No sinkholes are shown on the site; however, several mapped sinks are shown in the surrounding area. There are several faults surrounding the proposed site; however, faults are common geologic structures across the Commonwealth of Kentucky and have been mapped in many counties. These faults represent seismic activity that has occurred several million years ago at the latest and there has been no activity along these faults in recorded history. Seismic risk associated with these faults is considered to be very low.

## **2.4 LABORATORY TESTING**

The recovered soil samples were transported to L.E. Gregg's laboratory. Natural moisture content determinations (ASTM D2216), Atterberg limits (ASTM D4318), sieve analysis (ASTM D422), and visual/USCS classifications (ASTM D2487/88) were conducted in general accordance with the American Society of Testing and Materials (ASTM) practices and standards.

## **3.0 EXPLORATION FINDINGS**

### **3.1 SUBSURFACE CONDITIONS**

#### **General**

Field testing procedures were performed in general accordance with ASTM practices, procedures, and standards. The borings were advanced using 4 in. solid flight augers. Samples were recovered in the undisturbed material below the tip of the auger using the standard drive sample technique in accordance with ASTM D 1586. A 2 in. O.D. (outside diameter) by 1 3/8 in. I.D. (inside diameter) split-spoon sampler was driven a total of 18 in. with the number of blows of a 140 lb. hammer falling 30 in. recorded for each 6 in. of penetration. The sum of the blows for the final 12 in. of penetration is referred to as the Standard Penetration Test (SPT) result, also known as the N-value, or blow count, which is recorded in blows per foot (bpf). Split spoon samples were generally recovered at 0.0, 1.5, 4.0, 6.5, 9.0 ft., and at 5.0 ft. intervals thereafter. These intervals may be adjusted in the field if gravel, boulders, shot rock, asphalt, or concrete surfaces are encountered. The boreholes were backfilled immediately with auger cuttings and/or granular material for safety considerations.

### Soil Conditions

The geotechnical exploration consisted of eight (8) soil test borings labeled, B-1 thru B-8. The borings were placed in the locations indicated on the layout provided with the RFP. Boring locations were located and staked in the field by L.E. Gregg Associates. The approximate boring locations are shown on the boring layout in Appendix C.

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

The subsurface conditions are separated between the two proposed structures are described as follows:

**Topsoil** was generally encountered in all of the borings from the surface to 6 in.

**Lean clay** materials were encountered in all of the borings from below the topsoil layer to refusal depths ranging from 2.5 to 8.1 ft. The material was generally brown to dark brown, silty and/or sandy, and contained areas of rock and or root fragments. The lean clay was soft to stiff and slightly moist to wet with Standard Penetration Test (SPT) "N"-values ranging from 7 to 13 bpf and natural moisture contents ranging from 15.9 to 31.5 percent.

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

**Table 1 – Summary of Drilling Depths**

<b>Boring</b>	<b>*Elevation (ft.)</b>	<b>Refusal Depth (ft.)</b>	<b>Refusal Elevation (ft.)</b>
<b>B-1</b>	930.8	6.0	924.8
<b>B-2</b>	928.9	8.1	920.8
<b>B-3</b>	926.3	3.4	922.9
<b>B-4</b>	923.0	5.9	917.1
<b>B-5</b>	922.8	3.0	919.8
<b>B-6</b>	916.1	3.7	912.4
<b>B-7</b>	916.1	3.3	912.8
<b>B-8</b>	912.2	2.5	909.7

*\*Elevations are based off of the KY Digital Elevation Model and the site survey and are approximate.*

### Rock Conditions

Refusal was encountered in all borings at depths ranging from 2.5 to 8.1 ft. Weathered rock was generally encountered before refusal. Refusal generally indicates materials that cannot be penetrated with typical soil drilling methods. Therefore, refusal can indicate one or more of the following: coarse gravel, boulders, shot rock fill, buried concrete, weathered rock, thin rock

seams, or the upper surface of sound, continuous bedrock. Core drilling is then required to determine the characteristics and soundness of the refusal materials. The refusal materials were cored according to ASTM D 2113, which utilizes a diamond studded bit fastened to the end of a hollow double tube core barrel. The assembly is lowered to refusal depth and the boring is flooded with water to control overheating and to bring the cuttings to the surface. As the drill is rotated at high speeds, the core bit advances into the refusal material and core samples are retained within the inner core barrel. These samples are removed after core runs of up to ten feet and placed in boxes for storage. The core samples were taken back to the laboratory where they were classified as to type of rock, percent recovery, and rock quality designation by an L.E. Gregg geologist or engineer. The percent core recovery (REC) is a ratio of the recovered sample length versus the total length attempted and is expressed as a percentage. The REC is used to assess the continuity of the refusal material. The rock quality designation (RQD) is obtained by summing up the length of core recovered, including only the portions that are greater than or equal to 4 inches, and dividing by the total length attempted. This is also expressed as a percentage and is used to assess the quality of the refusal material.

A ten (10) ft. section of rock core was obtained from boring B-8 from 2.5 to 12.5 ft. The core indicated limestone with areas of interbedded clay which was fine grained, gray, thick bedded, and fossiliferous. The core had REC's of 80-90% and RQD's of 48-67% which indicates continuous bedrock of poor to fair quality.

### Water Conditions

Water was encountered in 3 borings at the soil/bedrock interface. Surface water should generally flow to the south/southwest towards the creek that runs behind the residential structures. We would expect groundwater to generally flow at or below the soil/bedrock interface. Groundwater refers to any water that percolates through the soil and can refer to isolated or perched water pockets or water that occurs below the "water table", which is a zone that remains saturated and water-bearing. The groundwater levels encountered during drilling may fluctuate significantly over time due to weather influences and should not be considered a true static groundwater level.

### **3.2 SEISMIC SITE CLASSIFICATION**

The Kentucky Building Code (current edition), Chapter 20 of ASCE 7-10, and the ASCE 7 Hazard Tool were reviewed to determine the Seismic Site Classification for the site based on the following coordinates, 37.961618°N, 84.498148°W. Based on review of geologic data, previous experience with similar projects, and the subsurface conditions encountered, a **Seismic Site Class "C"** is recommended for soil bearing foundations.

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

0.2 second period:  $S_s = 0.187g$  and Soil Factor = 1.2

1.0 second period:  $S_1 = 0.092g$  and Soil Factor = 1.7

The design spectral response acceleration factors are as follows:

$S_{DS} = 0.150$

$S_{D1} = 0.104$

#### **4.0 GEOTECHNICAL RECOMMENDATIONS**

##### **4.1 GEOTECHNICAL CONSIDERATIONS**

###### **General**

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

###### **Silty and/or Sandy Clays**

Natural materials consisting of silty and/or sandy lean clays were encountered at the site. These materials can be sensitive to changing moisture conditions and can degrade under repetitive loading and unloading. Heavy equipment traffic during construction can cause these materials to break down. Care will need to be taken to limit heavy construction traffic across the building pad and the contractor will need to consider changing moisture conditions during construction. The owner and contractor should consider seasonal weather patterns for construction scheduling.

###### **Shallow Bedrock**

Auger refusal was encountered in all borings at depths ranging from 2.5 to 8.1 ft. The rock core obtained indicated continuous limestone of poor to fair quality. If rock removal will be required to achieve bearing elevations or for the installation of utilities, pneumatic ramming will likely be required.

###### **Karst Potential**

Karst potential in the location of the site is classified as very high risk. It should be noted that sinkholes are common in this region and that caverns can extend laterally and may be unobserved from the ground surface. It should also be noted that the rock formations underlying the site are known for horizontal and vertical solution cavities that may go unnoticed for long periods of time. There is a potential for karst features such as solution channels, rock pinnacles, or sinkholes to be encountered during construction.

###### **Excavation Sloping and/or Benching**

All excavation work must be performed in accordance with OSHA and local building code requirements. The contractor is solely responsible for designing and constructing stable,

temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

### **Utility Trench Backfill**

All trench excavations should be completed with sufficient working space to permit construction as well as proper backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 in. of lean clay fill in order to reduce the infiltration and conveyance of surface water through the trench backfill.

### **Ground Water or Free Water**

Water was encountered in 3 locations at the soil/bedrock interface. The groundwater table is expected to fall near or below the bedrock level. Groundwater levels may fluctuate significantly over time due to weather influences. The available geological information and past experience with similar projects indicates that it is possible that during construction ground water could be encountered. Ground water and/or free water encroaching upon construction excavations should be removed by placing a sump near the source of seepage and then pumping from the sump. Should heavy seepage or ponding of water occur, then L.E. Gregg should be contacted.

### **Site Drainage**

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

## **4.2 FOUNDATIONS**

It is our understanding that final designs for the site and facility have not been completed. Based on preliminary discussions and the provided site survey, a finished floor elevation (FFE) of 931.5 ft. has been assumed. Assuming that the structure will be placed on the northern 1/2 to 1/3 of the site, this will require less than 1 to 11 ft. of structural fill. If the structure is placed further south, then the required fill amounts will increase. Based on the soil depths encountered at the site and the existing surface elevations, an offsite borrow will need to be established.

Typical spread foundations bearing in engineered fill may be designed for a maximum allowable bearing pressure of **2,000 psf**. This should be verified in the field during construction.

### **Design Considerations**

We recommend that continuous footings be a minimum of 24 inches wide and isolated spread footings be a minimum of 24 inches by 24 inches. The minimum thickness of both continuous and spread footings should be 12 inches. The foundations should be placed a minimum of 24 in. below grade as required by the Kentucky Building Code.

### **Construction Considerations**

All vegetation, topsoil, unsuitable fill soil (if required), loose rock fragments greater than 6 inches, construction debris, water, and other debris should be removed from the proposed construction areas before concrete placement. Any trench excavations should have adequate shoring and/or benching per OSHA requirements. The foundation support and/or foundation side walls should be protected from freezing weather, severe drying, and water ponding. Positive drainage should be provided to direct surface runoff away from excavations. The foundation elements should not be formed so that concrete completely fills the opened excavations.

#### **4.3 SLAB SUPPORT**

Slab on grade areas should be thoroughly proofrolled and any areas showing deflections or pumping should be removed and replaced with engineered fill. Slabs should be designed using a modulus of subgrade reaction,  $k$ , of 150 psi/in. We typically recommend that the floor slab should be fully ground supported and not structurally connected to any walls or foundations in order to reduce the possibility of cracking and displacement of the floor slab due to any differential settlement between it and the foundation. If the design requires a turn down slab or areas where the slab is tied to perimeter walls, differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The potential for differential settlement should be accounted for through use of sufficient control joints, appropriate reinforcing, or other means. Areas that may encounter higher point loading such as freezers, lab equipment, etc... should be designed with greater reinforcement. We recommend that a vapor barrier and a minimum of 4 inches of crushed stone be placed beneath the slab to act as a moisture block. The crushed stone or gravel should be kept moist, but not wet, immediately prior to slab concrete placement to minimize curling of the slab due to differential curing conditions between the top and bottom of the slab. These measures should help equalize loading and moisture conditions under the slab. Isolation joints should be provided between the slab and any columns or footing supported walls. Interior construction joints using dowels could be used to reduce any sharp vertical displacements.

#### **4.4 SITE PREPARATION AND GRADING**

All vegetation, topsoil, unsuitable fill soil (if required), loose rock fragments greater than 6 in., construction debris, and other debris should be removed from the proposed construction areas.



After completion of stripping operations, we recommend that the subgrade be proofrolled with a fully-loaded, tandem-axle dump truck or other pneumatic-tired construction equipment of similar weight. The geotechnical engineer or their representative should observe proofrolling. Areas judged to perform unsatisfactorily should be undercut and replaced with structural soil fill or remediated at the geotechnical engineer's recommendation.

#### 4.5 FILL PLACEMENT

Material considered suitable for use as structural fill should be clean soil free of organics, trash, or other deleterious materials, and contain no rock fragments greater than 6 in. in any one dimension. Preferably, structural soil fill material should have a standard Proctor maximum dry density of 90 pounds per cubic foot (pcf) or greater and a plasticity index (PI) of 25 percent or less. All material to be used as structural fill should be tested by the geotechnical engineer to confirm that it meets the project requirements before being placed.

Structural fill should be placed in loose, horizontal lifts not exceeding 8 in. thick. Each lift should be compacted per Table 2 below and within the range of minus (-) 2 percent to plus (+) 2 percent of the optimum moisture content. Each lift should be tested by geotechnical personnel to confirm that the contractors' method is capable of achieving the project requirements before placing any subsequent lifts. Any areas which have become soft or frozen should be removed before additional structural fill is placed. One in place density test should be performed a minimum of every 5,000 ft<sup>2</sup> for each 8 in. lift. Adequate surface drainage should be provided during all site grading and fill placement operations.

**Please note that compaction efforts can be difficult to achieve using conventional construction methods during wet weather.**

**Table 2 – Fill Placement (ASTM D 698)**

Location	Maximum Dry Density (%)
Footings and Floor Slabs	98.0
Pavement Areas	95.0
Landscape Areas	85.0

#### 4.6 DRAINAGE

To reduce the potential for undercut and construction induced sinkholes, water should not be allowed to collect in the foundation excavations, on floor slab areas, or on prepared subgrades of the construction area either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, subsurface water, or surface runoff. Positive site surface drainage should be provided to reduce infiltration of surface water around the perimeter of structures and beneath floor slabs. The grades should be sloped

away from structures and surface drainage should be collected and discharged such that water infiltration is not permitted.

#### 4.7 KARST REGION CONSTRUCTION RECOMMENDATIONS

The underlying rock units are classified as very high karst risk. Close attention should be given during the construction process to identify possible karst features or surface movement. Adequate drainage to minimize water infiltration into the subsurface during and after construction should be provided to lessen the risk of damage due to karst activity during construction. Any significant solution features or dropouts encountered during construction will require remediation and will need to be evaluated on a case-by-case basis. Sinkholes could be repaired by excavating the material to find the throat; then lining the excavation with a filter fabric, and backfilling with crushed aggregate, however, L.E. Gregg should be contacted to provide specific recommendations for remediation of any encountered karst features.

#### 4.8 BELOW GRADE WALLS

The following parameters are recommended for below grade wall design and construction:

##### Soil Backfill

- Plasticity Index of the backfill material should be less than 25;
- Provide temporary bracing if the walls cannot accommodate construction phase stresses;
- Provide adequate drainage at the rear of the wall;
- Table 3 presents Equivalent Fluid Pressures (EFP), and Earth Pressure coefficients for active, at rest and passive conditions;

**Table 3 – Soil Backfill**

Condition	EFP (pcf)	Coefficients
Active	38	$K_a = 0.36$
At Rest	56	$K_o = 0.53$
Passive	291	$K_p = 2.77$

- The data presented in Table 3 are based on the following assumptions:
  - The backfill “on-site” material is classified as “CL” by the USCS;
  - Backfill material exhibits an angle of shear resistance of 28 degrees or greater;
  - Backfill material possibly exhibits a maximum dry density of 105.0 pcf or greater;
  - Retaining wall analysis assumes a level backfill slope;
  - Retaining wall analysis assumes that the wall will be designed as a vertical wall with respect to the retained soil;
  - Retaining wall analysis assumes the wall will be designed as a smooth wall with no friction.

##### Granular Backfill

- Provide temporary bracing if the wall cannot accommodate construction phase stresses;

- Table 4 presents conditions possibly exhibited by the backfill, earth pressure design parameters for Equivalent Fluid Pressures (EFP), and Earth Pressure coefficients;

**Table 4 – Granular Backfill**

Condition	EFP (pcf)	Coefficients
Active	30.0	Ka = 0.25
At Rest	50.0	Ko = 0.38

- The data presented in Table 4 is based on the following assumptions:
  - Retaining wall analysis assumes a level slope backfill;
  - Retaining wall analysis assumes that the wall will be designed as a vertical wall with respect to the retained granular backfill;
  - Retaining wall analysis assumes the wall will be designed as a smooth wall with no friction;
  - The backfill material is classified as “GW” or “GP” by the USCS (No. 57 stone is preferred);
  - Backfill material exhibits an angle of shear resistance of 38 degrees or greater.

#### 4.9 LATERAL EARTH PRESSURES

The Kentucky Building Code (KBC), current edition, Table 1806.2, provides guidelines for allowable lateral pressure for use in foundation design. The following table summarizes the allowable lateral pressures.

**Table 5 – Presumptive Load-Bearing Values (KBC/IBC Table 1806.2)**

Type of Material	Vertical Foundation Pressure (psf)	Lateral Bearing Pressure (psf/ft below natural grade)	Lateral Sliding Resistance	
			Coefficient of friction <sup>a</sup>	Cohesion (psf) <sup>b</sup>
Crystalline bedrock	12,000	1,200	0.70	-
Sedimentary and foliated rock	4,000	400	0.35	-
Sandy gravel and/or gravel (GW and GP)	3,000	200	0.35	-
Sand, silty sand, clayey sand, silty gravel, and clayey gravel (SW, SP, SM, SC, GM, and GC)	2,000	150	0.25	-
Clay, sandy clay, silty clay, clayey silt, silt, and sandy silt (CL, ML, MH, and CH)	1,500	100	-	130

a. Coefficient to be multiplied by the dead load

b. Cohesion value to be multiplied by the contact area, as limited by Section 1806.3.2

The values for lateral bearing pressure located above in Table 6, may be adjusted when considering load combinations, including wind or earthquake loads as permitted by Section 1605.3.2 of the KYBC.

#### **4.10 SLOPE RECOMMENDATIONS**

##### **Cut Slopes**

Permanent cut slopes are typically recommended to be no steeper than 2H:1V. If steeper slopes are required, they will depend on existing conditions and will need to be reviewed on a case-by-case basis. The upper two (2) ft. of all cut slopes should be graded to 2:1 in order to reduce the potential for sloughing and erosion. Temporary cut slopes may be constructed for retaining walls, below grade walls, etc. and should follow OSHA excavation standards.

##### **Fill Slopes**

Permanent fill slopes should be no steeper than 2H:1V. Steeper slopes may be feasible if reinforcement is used in the design/construction. The fill material should be placed and compacted in horizontal lifts according to the project specifications and plans. The slope should be constructed by overbuilding the slope face and then cutting it back to the design grade. Fill slopes should not be constructed or extended horizontally by placing fill on an existing slope face and/or compacted by track walking.

#### **4.11 CONSTRUCTION NEAR SLOPES**

Construction of structures on or near slopes should comply with section 1808.7 of the Kentucky Building Code. Buildings constructed near a descending slope shall be set back from the slope a sufficient distance to provide lateral and vertical support for the foundation without detrimental settlement. If the slope is 3H:1V or shallower, the setback (Q) shall be the smaller of 1/3 the height (H) of the slope or 40 ft. The minimum distance for Q shall be 5 ft. If the slope is steeper than 1H:1V, Q shall be measured from an imaginary plane 45° to the horizontal projected upward from the toe of the slope. The setback distance can be decreased below 5 ft. through the use of retaining walls or deep foundations.

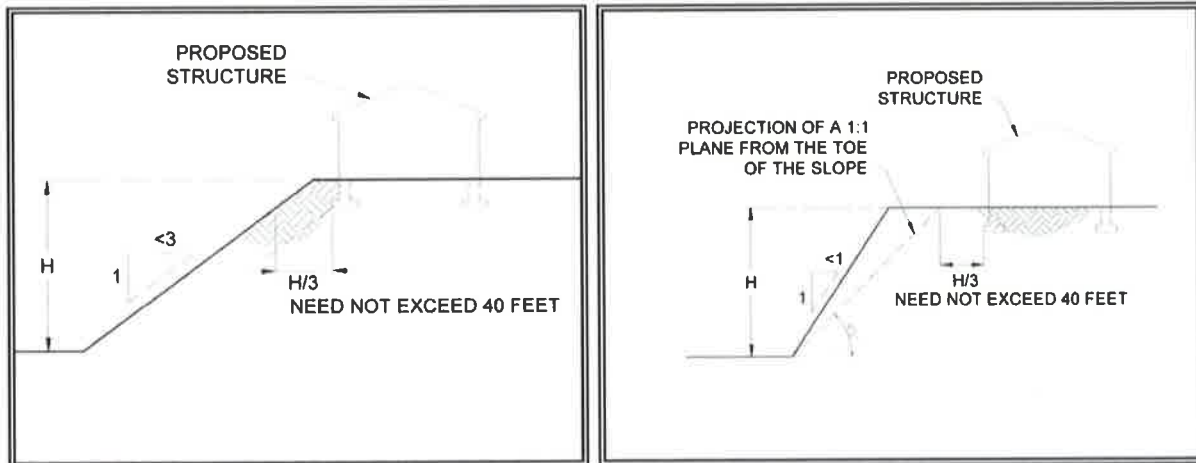


Figure 2: Construction Near Descending Slopes

#### 4.12 PAVEMENT DESIGN

##### General

A California Bearing Ratio (CBR) value of 3.0 when compacted to 95% of the Standard Proctor value was assumed for the pavement design listed below. The American Concrete Pavement Association's WinPas 12 software was utilized to evaluate the pavement recommendations and is based on the AASHTO Guide for Design of Pavement Structures (1993).

Table 6 – Pavement Design Assumptions

Design Life	20 years
Reliability	95%
Subgrade Resilient Modulus	3,500
Drainage Coefficient	1.0
Growth Potential	2 %
Initial Serviceability (Asphalt, Concrete)	4.5, 4.0
Terminal Serviceability	2.0
Asphalt Wearing Surface, layer coefficient	0.44
Asphalt Base Surface, layer coefficient	0.40
Dense Graded Aggregate Base, layer coefficient	0.14

The amount and type of traffic is unknown at this time. We have provided the following light and heavy duty flexible designs listed below which is based on the typical needs which include passenger cars, delivery trucks, and garbage trucks. If heavy duty police vehicles will be stored at this location, the pavement design may need to be increased. The light duty design will provide approximately 50,000 ESAL's and the heavy duty design will provide approximately



120,000 ESAL's. L.E. Gregg should be contacted if the amount of ESAL's provided will not satisfy the final traffic loading.

**Table 7 – Flexible Pavement Design**

Component	Light Duty Thickness (in.)	Heavy Duty Thickness (in.)
Surface Course	1.0	1.0
Asphalt Base Course	3.0	4.0
Base Material (DGA)	8.0	8.0

**Pavement Maintenance**

It should be expected that cracks will appear in flexible pavement areas within 1 to 3 years due to thermal expansion and contraction and the loss of volatiles from the bituminous mixture. These cracks cannot be avoided. In order to maintain pavement areas, these cracks should be cleaned annually and patched with a hot bituminous sealant. Within 3 to 5 years, cracks and depressions may appear in heavily traveled areas. These areas should be cut out and repaired promptly to extend the life of the pavement.

**Rigid Pavement**

If heavy duty rigid pavements are required, we would recommend a 6 in. concrete section with a 6 in. DGA base. Prior to placing the crushed stone base for the rigid pavement, the area should be proofrolled and observed by L.E. Gregg. It is recommended that the concrete pads be large enough to accommodate the entire length of a truck while loading or unloading. In addition, it is recommended that a thickened curb be constructed around the perimeter of the pads to reduce the potential for damage typically associated with overstressing of the pad edges.

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

**5.0 BASIS FOR RECOMMENDATIONS**

**VARIATIONS**

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

### **OTHER INTERPRETATIONS**

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

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

### **STANDARD OF CARE**

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

# Important Information about Your Geotechnical Engineering Report

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

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

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

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

## **Read the Full Report**

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

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

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

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

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

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

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

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

## **Subsurface Conditions Can Change**

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

## **Most Geotechnical Findings Are Professional Opinions**

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

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual



subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

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

### **Do Not Redraw the Engineer's Logs**

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

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

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

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

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



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# KEY TO SYMBOLS AND DESCRIPTIONS

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

## CONSISTENCY AND RELATIVE DENSITY CORRELATED WITH STANDARD PENETRATION TEST (SPT)

SILT AND CLAY		SAND AND GRAVEL	
Relative Density	Blows Per Foot (BPF)	Relative Density	Blows Per Foot (BPF)
Very Soft	0 to 1	Very Loose	0 to 4
Soft	2 to 4	Loose	5 to 10
Firm	5 to 8	Firm	11 to 20
Stiff	9 to 15	Very Firm	21 to 30
Very Stiff	16 to 30	Dense	31 to 50

## ROCK PROPERTIES

RELATIVE HARDNESS OF ROCK	
Very Soft	Can be scratched by fingernail
Soft	May be broken by fingers
Medium	Corner and edges may be broken by fingers
Moderately Hard	Moderate blow of hammer required to break sample
Hard	Hard blow of hammer required to break sample
Very Hard	Several hard blows of hammer required to break sample

## Rock Continuity (REC) and Rock Quality Designation (RQD)

Core Recovery (%)	Description	RQD (%)	Classification
0 - 40	Incompetent	<25	Very Poor
40 - 70	Competent	25 - 50	Poor
70 - 90	Fairly Continuous	50 - 75	Fair
90 - 100	Continuous	75 - 90	Good
		90 - 100	Very Good

## Estimated Moisture Condition Relative to Optimum

Dry	Under 5% of Optimum
Slightly Moist	Minus 2% of Optimum
Moist	± 2% of Optimum
Very Moist	Plus 2% of Optimum
Wet	Over 5% of Optimum

## Misc. and Soil Sampler Symbols

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

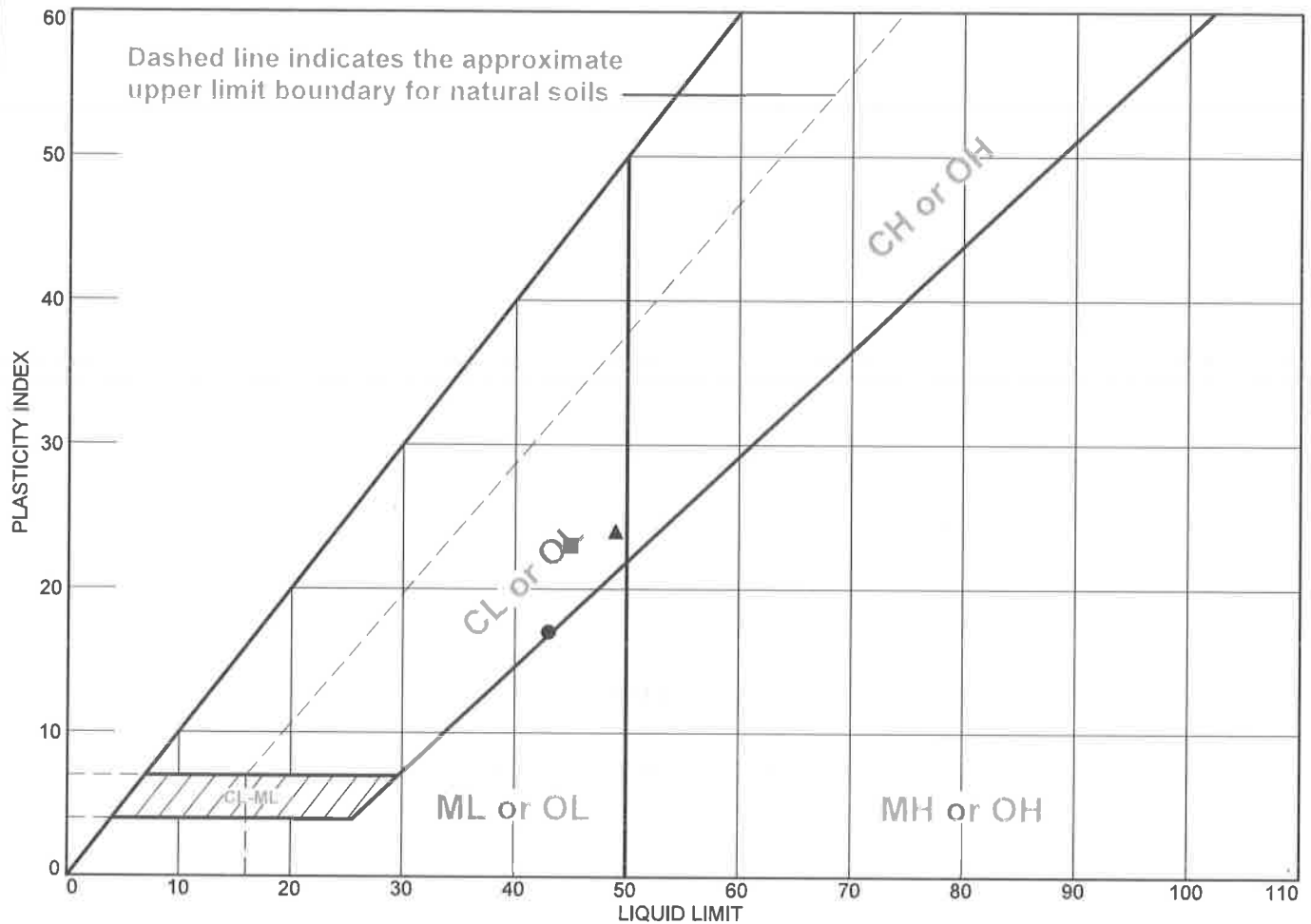


Geotechnical, Environmental & Materials Engineering  
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**APPENDIX A**

**Summary of Laboratory and Drilling Data**

# LIQUID AND PLASTIC LIMITS TEST REPORT



	Material Description	Sampled	Tested	Technician	LL	PL	PI	%<#40	USCS
●	Lean Clay (CL)	5/26/21	6/8/21	EAF	43	26	17	95.0	CL
■	Gravelly Lean Clay (CL)	5/26/21	6/8/21	EAF	45	22	23	65.4	CL
▲	Gravelly Lean Clay with Sand (CL)	5/26/21	6/8/21	EAF	49	25	24	70.0	CL

**Project No.** 2021019      **Client:** LFUCG

**Project:** LFUCG Police Roll Call Facility

○ **Location:** B-2      **Depth:** 1.5-3.0      **Sample Number:** 22030

□ **Location:** B-6      **Depth:** 1.5-3.0      **Sample Number:** 22031

△ **Location:** B-8      **Depth:** 0.0-1.5      **Sample Number:** 22032

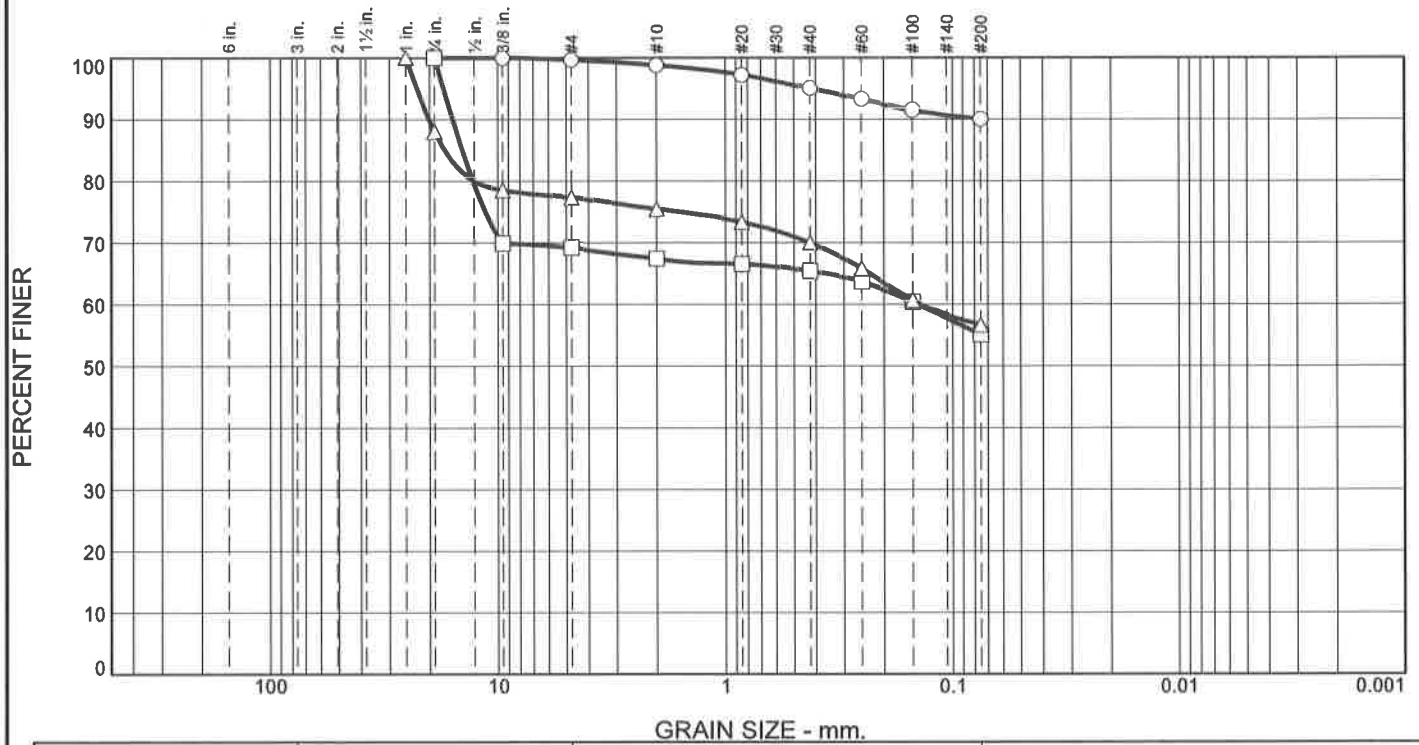
**L.E. Gregg Associates, Inc.**  
 2456 Fortune Dr, Ste 155, Lexington, KY 40509  
 Phone: 859-252-7558

**Checked by:** S Mortimer  
**Title:** Senior Engineer  
**Figure**

**Tested By:** EAF

**Checked By:** S Mortimer

# Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines			
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
○	0.0	0.0	0.3	0.9	3.8	4.9	90.1			
□	0.0	0.0	30.8	1.7	2.1	10.3	55.1			
△	0.0	12.0	10.7	1.9	5.4	13.3	56.7			
×	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
○	43	26								
□	45	22	14.3414	0.1433						
△	49	25	17.2186	0.1378						

Material Description	USCS	AASHTO
○ Lean Clay (CL)	CL	A-7-6(17)
□ Gravelly Lean Clay (CL)	CL	A-7-6(10)
△ Gravelly Lean Clay with Sand (CL)	CL	A-7-6(11)

**Project No.** 2021019      **Client:** LFUCG  
**Project:** LFUCG Police Roll Call Facility  
 ○ **Location:** B-2      **Depth:** 1.5-3.0      **Sample Number:** 22030  
 □ **Location:** B-6      **Depth:** 1.5-3.0      **Sample Number:** 22031  
 △ **Location:** B-8      **Depth:** 0.0-1.5      **Sample Number:** 22032

**Remarks:**

**Figure**

**L.E. Gregg Associates, Inc.**  
 2456 Fortune Dr, Ste 155, Lexington, KY 40509  
 Phone: 859-252-7558

**Tested By:** EAF      **Checked By:** S Mortimer

**APPENDIX B**

**Logs of Borings**





**PROJECT:** LFUCG Police Roll Call Facility **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility **ELEVATION:** 930.8  
**DRILLER:** Strata Group, LLC **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:** 6.0 **AFTER 24 HOURS:** **CAVING >**

**BORING No. B-1**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	
930.8	0	Topsoil - 6 in. Lean clay, silty, sandy, rock fragments, brown to dark brown, stiff, moist		1	19.6				11
				2					10
925.8	5	Auger refusal at 6.0 ft.		3	21.9				11
920.8	10								
915.8	15								
910.8	20								
905.8	25								
900.8	30								
895.8	35								



**PROJECT:** LFUCG Police Roll Call Facility      **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG      **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility      **ELEVATION:** 928.9  
**DRILLER:** Strata Group, LLC      **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:** 8.1      **AFTER 24 HOURS:**      **CAVING >** C

**BORING No. B-2**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)	
					Plastic Limit Water Content -	Liquid Limit	NM	PL		LL
928.9	0	Topsoil - 6 in. Lean clay, silty, sandy, rock fragments, brown, stiff, slighty moist to very moist		1	20	30	17.8			11
				2	28	35	27.9			12
923.9	5			3	28	35	27.2			11
				4	28	35	25.6			8
		Auger refusal at 8.1 ft.								
918.9	10									
913.9	15									
908.9	20									
903.9	25									
898.9	30									
893.9	35									

Figure





**PROJECT:** LFUCG Police Roll Call Facility **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility **ELEVATION:** 926.3  
**DRILLER:** Strata Group, LLC **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:**  Dry **AFTER 24 HOURS:**  **CAVING >**

**BORING No. B-3**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	
926.3	0	Topsoil - 6 in. Lean clay, silty, sandy, rock and root fragments, brown, soft to stiff, slighty moist to wet		1	18.1				9
		Weathered rock Auger refusal at 3.4 ft.		2	31.5				50+
921.3	5								
916.3	10								
911.3	15								
906.3	20								
901.3	25								
896.3	30								
891.3	35								



**PROJECT:** LFUCG Police Roll Call Facility      **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG      **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility      **ELEVATION:** 923.0  
**DRILLER:** Strata Group, LLC      **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:**  $\nabla$  Dry      **AFTER 24 HOURS:**  $\nabla$       **CAVING >** C

**BORING No. B-4**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
923	0	Topsoil - 6 in. Lean clay, silty, sandy, rock and root fragments, brown to dark brown, firm to stiff, moist		1	24.6				7	
				2	24.4				8	
918	5	Auger refusal at 5.9 ft.		3	27.0				9	
913	10									
908	15									
903	20									
898	25									
893	30									
888	35									

Figure



**PROJECT:** LFUCG Police Roll Call Facility **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility **ELEVATION:** 922.8  
**DRILLER:** Strata Group, LLC **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:**  $\nabla$  Dry **AFTER 24 HOURS:**  $\nabla$  **CAVING >**  $\nabla$

**BORING No. B-5**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	
922.8	0	Topsoil - 6 in. Lean clay, silty, sandy, rock fragments, brown, firm, slightly moist to moist	5 4 4 3 50/2	1	16.0				8
		Weathered rock Auger refusal at 3.0 ft.		2	22.2				50+
917.8	5								
912.8	10								
907.8	15								
902.8	20								
897.8	25								
892.8	30								
887.8	35								



**PROJECT:** LFUCG Police Roll Call Facility      **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG      **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility      **ELEVATION:** 916.1  
**DRILLER:** Strata Group, LLC      **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:** 3.7      **AFTER 24 HOURS:**      **CAVING >** C

**BORING No. B-6**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit	Liquid Limit	NM	PL	
916.1	0	Topsoil - 6 in. Lean clay, silty, sandy, rock and root fragments, brown, firm, slightly moist to very moist		1	20.2				10
				2	30.2				10
911.1	5	Auger refusal at 3.7 ft.							
906.1	10								
901.1	15								
896.1	20								
891.1	25								
886.1	30								
881.1	35								



**PROJECT:** LFUCG Police Roll Call Facility      **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG      **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility      **ELEVATION:** 916.1  
**DRILLER:** Strata Group, LLC      **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER> INITIAL:**  $\nabla$  Dry      **AFTER 24 HOURS:**  $\nabla$       **CAVING>**  $\nabla$

**BORING No. B-7**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content -	Liquid Limit	NM	PL	
916.1	0	Topsoil - 6 in. Lean clay, silty, sandy, rock fragments, brown, stiff, moist		1	22.7				13
		Weathered rock Auger refusal at 3.3 ft.		2	26.9				50+
911.1	5								
906.1	10								
901.1	15								
896.1	20								
891.1	25								
886.1	30								
881.1	35								





**PROJECT:** LFUCG Police Roll Call Facility      **PROJECT NO.:** 2021019  
**CLIENT:** LFUCG      **DATE:** 5/26/21  
**LOCATION:** LFUCG - Police Roll Call Facility      **ELEVATION:** 912.2  
**DRILLER:** Strata Group, LLC      **LOGGED BY:** S Mortimer  
**DRILLING METHOD:** 4" SFA  
**DEPTH TO WATER > INITIAL:**  Dry      **AFTER 24 HOURS:**       **CAVING >**  C

**BORING No. B-8**

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

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Rock Comp. Strength (psi)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	
912.2	0	Topsoil - 6 in. Lean clay, silty, sandy, rock and root fragments, brown, firm, slightly moist		1	20.6				50+
		Auger refusal at 2.5 ft. Begin core recovery, Run 1 - 2.5 to 7.5 ft. Limestone with interbedded clay, gray, fine grained, thick bedded, fossiliferous		2	15.9				50+
907.2	5	Run 2 - 7.5 to 12.5 ft. Limestone, gray, thick bedded, fine grained.							
902.2	10	Core recovery terminated at 12.5 ft.							
897.2	15								
892.2	20								
887.2	25								
882.2	30								
877.2	35								

Figure

**APPENDIX C**

**Site Location Map  
Drawings**



Google Earth



**L.E. Gregg Associates, Inc.**  
2456 Fortune Drive, Suite 155  
Lexington, Kentucky 40509

**Lexington Fayette Urban County Government**  
**Police Roll Call Facility**  
**Lexington, KY**

**Project #2021019**

**Boring Layout**



**APPENDIX D**

**Seismic Design Information**

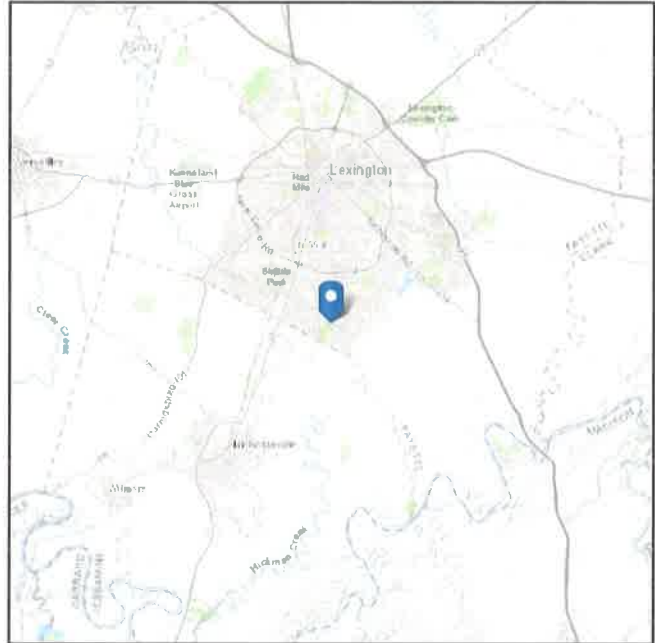


# ASCE 7 Hazards Report

**Address:**  
No Address at This  
Location

**Standard:** ASCE/SEI 7-10  
**Risk Category:** IV  
**Soil Class:** C - Very Dense  
Soil and Soft Rock

**Elevation:** 932.96 ft (NAVD 88)  
**Latitude:** 37.961618  
**Longitude:** -84.498148

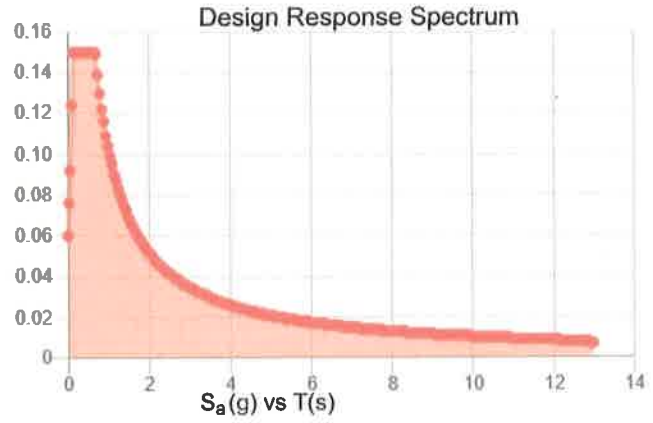
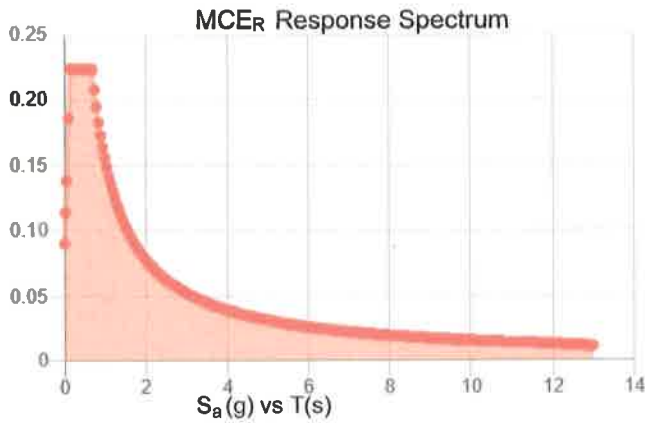


**Site Soil Class:** C - Very Dense Soil and Soft Rock

**Results:**

$S_s$ :	0.187	$S_{DS}$ :	0.15
$S_1$ :	0.092	$S_{D1}$ :	0.104
$F_a$ :	1.2	$T_L$ :	12
$F_v$ :	1.7	$PGA$ :	0.089
$S_{MS}$ :	0.224	$PGA_M$ :	0.107
$S_{M1}$ :	0.156	$F_{PGA}$ :	1.2
		$I_e$ :	1.5

**Seismic Design Category** C



**Data Accessed:**

Wed Jun 23 2021

**Date Source:**

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.



**ADDENDUM #1**

RFP Number: #23-2021

Date: August 13, 2021

Subject: Design of Police East Sector Roll Call

Address inquiries to:  
Sondra Stone  
sstone@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. If commissioning is required, or if the Owner wants to pursue commissioning even if not required, it is the consultant's responsibility to coordinate with the Owner to develop commissioning criteria and prepare the necessary specifications and documents as part of the bidding documents. The Owner will use documents prepared by the consultant to procure a commissioning agent outside of the bid contract for construction.
2. See attached pre-proposal sign-in sheet.
3. See attached Revised Schedule (Attachment C).

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Brandstetter Carroll Inc.

ADDRESS: 2360 Chauvin Drive, Lexington, KY 40517

SIGNATURE OF BIDDER:  \_\_\_\_\_



**SIGN-IN SHEET**  
**Pre-Proposal Meeting #23-2021 Design of Police East Sector Roll Call**  
**August 11, 2021 @ 2:00 PM**

<b>Representative</b>	<b>Company Name</b>	<b>DBE/MBE/WBE/ Veteran</b>	<b>Phone#</b>	<b>Email Address</b>
Sondra Stone	LFUCG			
Chris Litton	LFUCG			
Jamshid Baradaran	LFUCG			
Teresa Grider	LFUCG			
Brian Maynard	Division of Police			
Sherita Miller	LFUCG			
James Bush	LFUCG			
Kellin Vellenoweth	Morris Workshop			
Terri Albert	Shrout Tate Wilson			
Adam Gillett	Integrity Architecture			
Emily Browning	Integrity Architecture			
Tracy Jones	KPFF Consulting Engineers			
Eric Chambers	Brandstetter Carroll Inc			echambers@bciaep.com
Cheryl Kersey	Kersey & Kersey			
John M. Thomas	CMW, Inc.			JThomas@cmwaec.com

## Attachment C - Project Schedule

### New Police East Sector - Roll Call

Task	Duration	Start	Finish
<b>RFP</b>	<b>78 Days</b>	<b>7/12/2021</b>	<b>9/28/2021</b>
RFP Development	24 Day	7/12/2021	8/5/2021
Advertise RFP	28 Day	7/28/2021	8/25/2021
Pre-Proposal Meeting	1 Day	8/11/2021	8/11/2021
<b>RFP - Responses Due</b>	<b>1 Day</b>	<b>8/25/2021</b>	<b>8/25/2021</b>
RFP Evaluation and A/E Recommendation	7 Days	8/25/2021	9/1/2021
Approved in Legistar Date	1 Days	9/3/2021	9/3/2021
Council WS	1 Day	9/14/2021	9/14/2021
Council 1st Reading (DOUBLE READING)	1 Day	9/16/2021	9/16/2021
N.T.P. & P.O.	12 Days	9/16/2021	9/28/2021
<b>Design</b>	<b>168 Days</b>	<b>9/28/2021</b>	<b>3/15/2022</b>
Schematic Design Phase	35 Days	9/28/2021	11/2/2021
<b>Schematic Design Due</b>	<b>1 Days</b>	<b>11/2/2021</b>	<b>11/2/2021</b>
Owner Review & Comments	7 Days	11/2/2021	11/9/2021
Schematic Design Final Deliverables Due	7 Days	11/9/2021	11/16/2021
Design Development Phase	35 Days	11/16/2021	12/21/2021
Thanksgiving Holidays	2 Days	11/25/2021	11/26/2021
<b>Design Development Due</b>	<b>1 Days</b>	<b>12/21/2021</b>	<b>12/21/2021</b>
Christmas Eve & Christmas	2 Days	12/24/2021	12/27/2021
Owner Review & Comments	7 Days	12/28/2021	1/4/2022
New Years	1 Days	12/31/2021	12/31/2021
Final Design Development Deliverables Due	7 Days	1/4/2022	1/11/2022
Construction Document Phase	49 Days	1/11/2022	3/1/2022
<b>Construction Document 98% Submission</b>	<b>1 Day</b>	<b>3/1/2022</b>	<b>3/1/2022</b>
Owner Review & Comments	7 Days	3/1/2022	3/8/2022
Owner's Construction Documents' Comments Incorporated	7 Days	3/8/2022	3/15/2022
<b>100% Construction Documents Ready to Advertise Submission</b>	<b>1 Day</b>	<b>3/15/2022</b>	<b>3/15/2022</b>
<b>Advertisement &amp; Award</b>	<b>35 Days</b>	<b>3/15/2022</b>	<b>4/19/2022</b>
Compile Bid Documents	7 Days	3/15/2022	3/22/2022
Advertise for Bids	28 Days	3/22/2022	4/19/2022
Pre-Bid Meeting	1 Day	4/5/2022	4/5/2022
<b>Bids Due</b>	<b>1 Day</b>	<b>4/19/2022</b>	<b>4/19/2022</b>
Bid Review & Selection	7 Days	4/19/2022	4/26/2022
Approved in Legistar Date	1 Days	TBD	TBD
Council WS	1 Day	TBD	TBD
Council 1st Reading	1 Day	TBD	TBD
Council 2nd Reading	1 Day	TBD	TBD
Construction Contract Execution/ P.O. (Anticipated)	1 Days	TBD	6/7/2022
Council Summer Recess	TBD Days	TBD	TBD
<b>Anticipated Construction</b>	<b>388 Days</b>	<b>6/7/2022</b>	<b>6/30/2023</b>
Pre-Construction Meeting (N.T.P.)	1 Day	6/7/2022	6/7/2022
Construction	359 Days	6/7/2022	6/1/2023
<b>Substantial Completion</b>	<b>1 Day</b>	<b>6/1/2023</b>	<b>6/1/2023</b>
Close Out	29 Days	6/1/2023	6/30/2023
<b>Final Completion</b>	<b>1 Day</b>	<b>6/30/2023</b>	<b>6/30/2023</b>







**BRANDSTETTER  
CARROLL INC**  
ARCHITECTS ENGINEERS PLANNERS

Qualifications to provide  
Architectural Schematic Design  
and Engineering Services for the

#RFP 23-2021

Design of Police East Sector  
Roll Call for Lexington-Fayette  
Urban County Government

Lexington, Kentucky

August 25, 2021



August 25, 2021

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

17300 Preston Rd  
Suite 310  
DALLAS  
TX 75252  
469.941.4926

255 Seven Farms  
Drive, 300-A  
CHARLESTON  
SC 29492

Lexington Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street, 3<sup>rd</sup> Floor  
Lexington, Kentucky 40507  
Attn: Todd Slatin, Director

RE: RFP #23-2021 New Facility for Police East Sector Roll Call

Dear Mr. Slatin:

Brandstetter Carroll Inc. (BCI) has developed numerous police stations, fire stations, emergency operation centers, detention facilities, public administration and court facilities throughout the Commonwealth and we have a detailed understanding of the requirements for this project. Our experience in this type of project extends over a period of 42 years. We are committed to the development of Law Enforcement facilities that serve the need for law enforcement at all levels and we understand the need for an accommodating design that meets the expectations of the City of Lexington.

Our Police facility experience is vast, with current Police projects under construction in Nicholasville, Kentucky; Westerville, Ohio; and Denton, Texas. We currently are working with the City of Jeffersontown and Franklin Police Departments to investigate and determine the needs for the department and the potential size, layout, cost, and location for their facilities, which now are in later stages of design. In addition, we recently designed and built new Police facilities for the City of Berea, Leitchfield, Ashland, and Georgetown, a Police Evidence Building in Bowling Green, Kentucky, and we also designed the new police and fire facilities for the City of North Canton in Ohio for them to go out for a levy in the next election cycle. Our immense experience has led us to consult for other architectural firms around the country by being the design architect in West Virginia on the Moundsville Public Safety Complex, which currently is in process of bidding.

Brandstetter Carroll Inc. offers the best and most diverse experience of any firm within the Commonwealth. Several key reasons to engage BCI in this process are:

**We have experience working with a variety of public safety facilities.** Our resume includes: (32) Law Enforcement Facilities, (9) 911/EOC Buildings, (68) Fire Stations, (38) Court Facilities, (12) Corrections Facilities, and (35) Public Administration/City Halls. Additionally, we have public safety projects under construction in Kentucky, Ohio, West Virginia, and Texas.

**We are familiar with the requirements of Law Enforcement Facility design.** This is not our first project, nor our second or third. The majority of our clients are in the public sector and our projects are fulfilling that need. We attend educational conferences and support organizations such as KACP, IACP, and we are heavily involved in the Public Safety Sector. We are familiar with Design Best Practices and Standards such as CALEA, IACP, and FEMA. We understand the trends in Police Facility Design and work diligently to enhance the working environment for police officers.

We understand the project is to design a Roll Call Center in the East Sector. These projects are critically important and require leadership from a team familiar with this project type. A Police facility of any kind is not a typical building type and cannot be approached as one, or the operational efficiencies and critical elements and use of the facility will be jeopardized throughout the process.

**We bring an excellent team to the project.** BCI can provide creative and reasonable solutions required for this type of project. The proposed team will work in collaboration with the Owner's representatives to exceed all expected project outcomes! **The following group of professionals comprises our team and includes the team currently working on the City of Nicholasville Police Department and other facilities shown herein:**

- A. **Eric M. Chambers, AIA** possesses the organizational skills necessary for the successful development of a project of this nature. He is the firm's Public Safety Architect and was instrumental in the design of the projects herein and his success on these projects has been well-documented. He will serve as the Principal-In-Charge and Public Safety Design Architect for this assignment.
- B. **Philip N. Schilffarth, AIA** has served as Project Architect, Project Manager, and Technical Architect on many projects in this proposal. Mr. Schilffarth has the skills to lead the process of design and has worked on the City of Berea, Nicholasville, and Georgetown Police Departments. He will serve as the Project Manager for this project.
- C. The consulting services of **Shrout Tate Wilson Consulting Engineers** and **Poage Engineering** have been utilized by the Firm for 30 years, designing quality projects together for our clients. Relationships have been forged between the three Firms which yield a more thorough effort and a better communicated and coordinated project. Both of these firms are working with BCI on the City of Nicholasville Police Department and many other projects herein. **Abbie Jones Consulting** will be providing Civil Engineering for the project while fulfilling the MBE/WBE requirements. Abbie Jones Consulting has worked with BCI for more than 10 years on multiple assignments and will be fulfilling approximately 15% of the project scope. **J.S. Held** will be providing the third-party estimating for the project. J.S. Held has extensive experience in construction estimating which is critical now more than ever due to the current market conditions.

**We have extensive experience with budget control and project performance.** BCI has built a reputation of excellent **quality control** and high expectations of contractors while developing excellent working relationships built on trust with Owners. We wish nothing less for this project. We have a long and consistent history of cost control and project performance.

**We have extensive experience with various project delivery methods.** BCI has been involved in more than \$3.5 billion in construction costs. These projects have been delivered with different project delivery methods including General Contractor, Design-Build, and Construction Manager. BCI has extensive experience in all project delivery methods and can assist the City in any form they choose to pursue this project.

In summary, through the **quality of our staff, the assembled Team, and the breadth of relevant work history**, the City can be confident BCI will deliver the requested project outcomes. We more than appreciate the opportunity to continue our work with the City of Lexington on the development of their new Roll Call Facility. We welcome the chance to discuss this project, exchange ideas, and share more thoughts on how you can reach your goals in a collaborative effort with the Brandstetter Carroll Inc. Team.

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

Sincerely,

Brandstetter Carroll Inc.



Benjamin E. Brandstetter, P.E., President



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FIRM OVERVIEW



**SECTION I. FIRM OVERVIEW & REFERENCES**

BY BRADY COMPANY AND QUALITY OF LIFE





## FIRM OVERVIEW

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

### Architecture

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

### Recreation, Planning, & Landscape Architecture

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

### Engineering

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

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

### ARCHITECTURAL SPECIALIZATION

BCI was founded in 1979 in Lexington Kentucky, with the express purpose of providing professional design services to units of local government in Kentucky, Ohio, West Virginia, and many other states. As the firm grew, disciplines in Civil Engineering, Landscape Architecture, and Planning were added. The firm has a deep portfolio in virtually all areas of public infrastructure, but especially in Public Safety, developing experience not only in design but also planning, funding, operations, and revenue. **In the field of public safety buildings, BCI has completed more than:**

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

### FIRM LOCATIONS

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

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

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

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

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

**"WE ENHANCE COMMUNITY AND QUALITY OF LIFE"**

### SUBCONSULTANT UTILIZATION – SEE SECTION III, PROJECT TEAM, FOR RESUMES

#### Abbie Jones Consulting – Civil Engineering (WBE)



Abbie Jones Consulting (AJC) provides surveying services including mapping, boundary, topographic, aerial control, airfield, geodetic control, inspections, asbuilts, ALTA/ACSM, and construction staking land survey services. Their engineering services include traffic counts, site design, transportation engineering, sanitary & storm system design, and owner representation. Their traffic counting equipment is Miovision and they also assist with O-D studies. **Abbie Jones, P.E., PLS, will serve as the Civil Engineer for this project.**

#### Shrout Tate Wilson Consulting Engineers - MEP Engineering



Shrout Tate Wilson Consulting Engineers (STW) has established itself as a consulting engineering practice structured around the full lifecycle of a building. STW's focus is the needs of the owner and its end users on each project. Established, in 1981 as a traditional mechanical, electrical, and plumbing engineering firm, STW has continuously enhanced its service offerings based upon the advancements in building engineering, technologies, and applications in delivering the built environment. The firm is located in Lexington and Louisville, Kentucky. **The team will include Billy Gadd, P.E., Plumbing Engineer, David Epperson, P.E., Electrical Engineer, and Brandon Slusher, P.E., Mechanical Engineer.**

#### Poage Engineers and Associates - Structural Engineering



Since 1969, Poage Engineers and Associates has provided Structural Engineering Services on thousands of projects with clients including Architects, Engineers, Owners, and all levels of Government (Municipal, State, and Federal Government). The company has an extensive history of providing economical design services on almost every type of construction including concrete, precast prestressed concrete, post-tensioned concrete, steel, masonry, and wood. They have built a reputation throughout the region as being "problem solvers" in the Structural Engineering field with a unique ability to provide safe, economical, and buildable structural designs. **Brian Scott, P.E. will serve as the Structural Engineer for this project.**

#### J.S. Held - Cost Estimator



J.S. Held is a global consulting firm providing specialized technical, scientific, financial, and advisory services with considerable experience in cost planning and control. Their team brings together years of unrivaled expertise and unparalleled service to deliver comprehensive solutions to their clients. J.S. Held has over 100 offices across the globe as well as two testing facilities and a roof lab/building envelope forensic lab. As a member of the design team, the firm can assist in developing and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather than producing cost estimates retrospectively after much design effort has been expended, some of which may subsequently prove to be unnecessary. **Lyn Godsey will serve as the Chief Estimator for this project.**

### STATEMENT OF WORKLOAD AND CAPACITY

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

### LITIGATION AND CONFLICT OF INTEREST STATEMENT

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

### QUALITY CONTROL PROGRAM

BCI's QC/QA program was developed because of the firm's commitment to earning customer loyalty based upon the consistent ability to deliver quality service and projects to our clients. **The firm's quality control procedures have enabled BCI to maintain a percentage of Change Orders of 1.5% compared to the national average of 4%. We are happy to share our performance history at your request.**

- 1. Schedule Control Methods:** BCI is committed to accurate and proactive scheduling to eliminate potential surprises and delays in progress. Scheduling strategies will be the responsibility of the Principal-In-Charge and Project Manager to ensure milestones are met. As the project initially develops, the scheduling staff places the project goals into a Critical Path Method (CPM) schedule. The schedule will reflect goals at each project interval and aid in tracking progress.
- 2. Cost Control Methods:** The BCI Team will approach cost control on this project as a continuous process. It is customary for BCI to evaluate the cost implications of all major decisions throughout the design process, regardless of if it falls at the end of a phase. By doing this, the Owner remains continually attuned to all elements of the project affecting cost. Proactive communication works well with all Team partners regarding the effect decisions can potentially have on cost. The role of the Project Manager is to keep everyone involved in the decision-making process. The goal of the BCI team relative to budget items is to have no surprises!

In summary, effective leadership, planning, and communication will best position the BCI Team to serve the needs of LFUCG by maintaining control over the project.

### ERIC M CHAMBERS, AIA

Public Safety Architect

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

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



*Plan review Nicholasville Police Department*

Mr. Chambers stays well versed on the trends and the intricacies of a Police Department including community relations, evidence processing and storage, patrol and operations, investigations, training facilities for defensive tactics, classroom, fitness, range training, and many others. Mr. Chambers is also knowledgeable in certifications and accreditation standards and how a design must comply with regulations. Mr. Chambers understands there is a relationship that must be maintained between police, other departments, and the government officials, and has the experience to maneuver these relationships with an appreciation for the sensitivity between the involved parties and what is important to each entity.



### CONTRACT EXPERIENCE AND GENERAL AND PROFESSIONAL LIABILITY INSURANCE

BCI is very familiar with the LFUCG Consultant Services Agreement, having worked on multiple City projects including the LFUCG Fire Stations No. 2, 24, and 9. BCI has used this on many projects and has no issues with this contract type and scope of services. BCI currently has professional liability insurance and in addition, the firm carries normal general liability insurance. See the Certificate of Insurance attached.

### FIRM STAFFING

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

9 Registered Architects	4 Construction Administration
3 Registered Landscape Architects	1 Landscape/Planning Support Staff
6 Professional Engineers	13 Engineering Support Staff
10 Administrative Support Staff	10 Architectural Support Staff

### REFERENCES

#### **Todd Reece, Assistant Chief, LFUCG Fire Department**

859.231.5679 | reecem@lexingtonky.gov

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

#### **Todd Justice, Chief of Police, Nicholasville Police Department**

859.885.9467 | todd.justice@nicholasville.org

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

#### **Roger Solomon, Chief of Police, Franklin Police Department**

270.586.7167 | rsolomon@franklinpolice.net

The City of Franklin contracted BCI to design a new facility for the Franklin Police Department. The City and BCI are working on development of the design and look to start construction in 2022. This project currently is underway and is expected to be complete on budget in spring of 2023.

#### **Brittney Garrett, Police Major, Jeffersontown Police Department**

502.267.0503 | bgarrett@jtownkypd.org

Jeffersontown Police Department contracted BCI to design the new Police Department Headquarters. Before that, BCI was awarded to complete the study of the existing Police Department. The new construction is expected to be complete on budget in spring of 2023.

#### **Mike Bosse, Chief of Police, Georgetown Police Department**

502.863.7826 | m.bosse@georgetownpolice.org

The City of Georgetown and the Georgetown Police Department contracted with Brandstetter Carroll Inc. in 2013 to design and construct a new Police Department for the City. Construction started in October 2013 and was completed on budget in 2016.

## Team Overview

### CONTACT INFORMATION AND PROFESSIONAL SERVICE INFORMATION

For a complete list of services provided by the project team, please refer to the project manual. The project team consists of the following members:



## NORTH CANTON SAFETY CENTER

The project team was selected through a competitive process. The project team consists of the following members:

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The project team was selected through a competitive process. The project team consists of the following members:

## SECTION II. PROJECT TEAM

The project team was selected through a competitive process. The project team consists of the following members:



For more information, please contact the project manager at [phone number].

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

Vice President



### EDUCATION

University of Kentucky, Bachelor of Architecture, Business Minor

PSMS Project Management (BARCH) Bootcamp

### REGISTRATIONS

Registered Architect:

- Indiana AR12100053
- Kentucky 6882
- Ohio ARC.1817468

LEED Green Associate

Construction Document Technologist (CDT)

### ROLE ON THIS PROJECT: Principal-in-Charge/Safety MSL

Mr. Chambers is a Registered Architect who joined BCI in 2003, specializing in the design of public safety facilities. He has served as Project Manager/Public Safety Architect for numerous public safety projects such as police stations, fire stations, dispatch, EMS, EOCs, courthouses, and jails.

### RELEVANT PROJECTS

NICHOLASVILLE POLICE DEPARTMENT  
Nicholasville, Kentucky

GEORGETOWN POLICE DEPARTMENT  
Georgetown, Kentucky

BEREA POLICE AND FIRE FACILITY  
Berea, Kentucky

SOMERSET CITY HALL AND POLICE  
Somerset, Kentucky

BOWLING GREEN POLICE EVIDENCE STORAGE  
Bowling Green, Kentucky

LEITCHFIELD CITY HALL AND POLICE FACILITY  
Leitchfield, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION  
Denton, Texas

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

Vice President



### EDUCATION

University of Kentucky, College of Design, Bachelor of Architecture

PSMJ Project Manager Bootcamp

### REGISTRATIONS

Registered Architect:

- Indiana AR12100070
- Kentucky 7451
- Ohio ARC1817464

Certified Interior Designer:

- Kentucky #0318CID

LEED AP #10375089

### ROLE ON THIS PROJECT: Project Manager

Mr. Schilffarth is a Licensed Architect, member of the American Institute of Architects, and a LEED-Accredited professional. Mr. Schilffarth is a graduate from the University of Kentucky School of Architecture College of Design. He has 14 years of experience and has served as a Project Manager for the majority of that time.

### RELEVANT PROJECTS

NICHOLASVILLE POLICE DEPARTMENT  
Nicholasville, Kentucky

BEREA POLICE AND FIRE FACILITY  
Berea, Kentucky

GEORGETOWN POLICE DEPARTMENT  
Georgetown, Kentucky

GARRARD COUNTY EOC  
Lancaster, Kentucky

SOMERSET CITY HALL AND POLICE  
Somerset, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION  
Denton, Texas

BRYAN POLICE AND FIRE COMPLEX  
Bryan, Ohio

## IAN C. BEATTIE, CSI, CCCA, AFO

Vice President



### EDUCATION

Lexington Community College,  
Associate Degree in Architecture

University of Kentucky, College of  
Architecture

### REGISTRATIONS

Certified Construction Contract  
Administrator

Construction Document  
Technologist

Aquatic Facility Operator

### ROLE ON THIS PROJECT: Construction Administrator

Mr. Beattie serves as Construction Administrator for the majority of the firm's Architectural projects, including public safety facilities, courthouses, libraries, city and county administration buildings, maintenance facilities, recreation centers, and aquatic centers.

### RELEVANT PROJECTS

NICHOLASVILLE POLICE DEPARTMENT  
Nicholasville, Kentucky

BEREA POLICE AND FIRE FACILITY  
Berea, Kentucky

GEORGETOWN POLICE DEPARTMENT  
Georgetown, Kentucky

IRVINE MUNICIPAL COMPLEX AND POLICE STATION  
Irvine, Kentucky

ASHLAND POLICE HEADQUARTERS  
Ashland, Kentucky

CINCINNATI POLICE HEADQUARTERS RENOVATION  
Cincinnati, Ohio

DENTON POLICE HEADQUARTERS  
Denton, Texas

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## CHARLIE L. SCHNEIDER, P.E., AFO, CPO

Vice President



### EDUCATION

University of Texas, University of  
Kentucky, B.S.C.E Hydrology and  
Hydraulics

### REGISTRATIONS

Professional Engineer:

- Kentucky 22599

### ROLE ON THIS PROJECT: Civil Engineer

Mr. Schneider is a civil engineer. He leads the Lexington Engineering Division of the firm and brings more than 30 years of experience designing sites, earthwork, drainage systems and stormwater management, infrastructure, roads, and utilities.

### RELEVANT PROJECTS

ASHLAND POLICE HEADQUARTERS SITE DEVELOPMENT  
Ashland, Kentucky

IRVINE POLICE HEADQUARTERS SITE DEVELOPMENT  
Irvine, Kentucky

BEREA POLICE AND FIRE FACILITY  
Berea, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION  
Denton, Texas

BRYAN POLICE AND FIRE COMPLEX  
Bryan, Ohio

NORTH OLMSTED FIRE STATION NO. 2 & EMERGENCY  
OPERATION CENTER SITE DEVELOPMENT  
North Olmsted, Ohio



THE COMPANY HAS A LONG HISTORY OF SUCCESSFUL PROJECTS AND A COMMITMENT TO EXCELLENCE IN SERVICE AND QUALITY. WITH OVER 50 YEARS OF EXPERIENCE, WE HAVE DEVELOPED A REPUTATION FOR DELIVERING HIGH-QUALITY PROJECTS ON TIME AND WITHIN BUDGET. OUR TEAM OF EXPERTS IS DEDICATED TO UNDERSTANDING YOUR NEEDS AND PROVIDING SOLUTIONS THAT EXCEED YOUR EXPECTATIONS. WE ARE PROUD TO BE PART OF YOUR SUCCESS AND TO CONTRIBUTE TO THE GROWTH OF YOUR ORGANIZATION.

OUR COMMITMENT TO EXCELLENCE IS REFLECTED IN OUR TRACK RECORD OF SUCCESSFUL PROJECTS AND OUR DEDICATION TO CUSTOMER SATISFACTION. WE ARE PROUD TO BE PART OF YOUR SUCCESS AND TO CONTRIBUTE TO THE GROWTH OF YOUR ORGANIZATION. OUR TEAM OF EXPERTS IS DEDICATED TO UNDERSTANDING YOUR NEEDS AND PROVIDING SOLUTIONS THAT EXCEED YOUR EXPECTATIONS. WE ARE PROUD TO BE PART OF YOUR SUCCESS AND TO CONTRIBUTE TO THE GROWTH OF YOUR ORGANIZATION.



SECTION III. EXPERIENCE



## Lexington Fire Station No. 2

Lexington, Kentucky

### Project Information

Contact: Joyce Thomas  
Administrative Officer Senior, LFUCG  
859.258.3054  
jthomas@lexingtonky.gov

Estimated Cost: \$4,618,900

Project Cost: \$4,693,900

Subconsultants: GOP Limited (Structural); Shroul Tate  
Wilson Consulting Engineers (MEP)

The new Lexington Fire Station No. 2 is designed to replace an aging facility on New Circle Road. The new site is located within a half-mile of the existing site, on the opposite side of New Circle Road in an industrial area. In addition to housing two companies, the facility also will become the warehousing area for the Lexington Fayette Urban County Government EMS Services. An independent warehouse and support facilities will be built as part of this fire station. This building is designed with three apparatus bays, deep enough to house two pumpers, with doors at both the front and rear of the building. Living quarters for 16 fire-fighters are provided onsite, including a full kitchen, dormitories, and locker rooms.



## Lexington Fire Station No. 9

Lexington, Kentucky

### Project Information

Estimated Cost: \$1,150,000

Project Cost: \$528,500

Subconsultants: GOP Limited (Structural); E2M (MEP)

BCI was hired to complete a renovation and addition of 2,4740 s.f. to the existing Lexington Fire Station No. 9. The renovation included the addition of two vehicle bays and the interior renovation of the existing living space. Exterior improvements were made to the roof fascia, façade, driveways and parking areas. The project was completed in 2020.



## Lexington Fire Station No. 24

Lexington, Kentucky

### Project Information

Contact: Joyce Thomas  
Administrative Officer Senior, LFUCG  
859.258.3054  
jthomas@lexingtonky.gov

Estimated Cost: \$4,670,000

Project Cost: \$4,621,832

Subconsultants: GOP Limited (Structural); Shroul Tate  
Wilson Consulting Engineers (MEP)

The City contracted with Brandstetter Carroll Inc. (BCI) to design a new station in a current development located off Citation Boulevard. During that review BCI analyzed the site conditions, including soil for the property and circulation, to determine if the site was conducive to house a fire station. After conducting the site review, the City contracted with BCI to do preliminary conceptual floor plans for the fire department to establish the size of the building and work with their engineers to determine the utility locations so the City could negotiate with the developer for the purposes of identifying and routing utilities to the proposed site. The project was completed summer 2019.



## Public Safety Justice Center

Westerville, Ohio

### Project Information

Contact: Adam Maxwell  
Director of Facilities  
614.901.6400  
adam.maxwell@westerville.org

Estimated Cost: \$15,500,000

Project Cost: TBD

Subconsultants: Mission Critical Partners (Security and  
Technology); G2 Solutions Group  
(Range Consultant)

Westerville, Ohio, has continued its growth as an outstanding community. The needs of local law enforcement have changed since the existing building was constructed, so it has been determined to renovate and add on to the existing building. Renovated space will be 28,000 s.f., plus a new addition of 32,000 s.f. hardened facility. The city's Evidence Storage will be consolidated from three locations to the new HQ, with special provisions being made for climate control and security. There also will be a 10-lane firing range in the basement and a Mayor's Court included. This project currently is under construction, to be completed mid-2022.





## Georgetown Police Department

Georgetown, Kentucky

### Project Information

Contact: Mike Bosse  
Chief of Police  
502.863.7826  
m.bosse@georgetownpolice.org

Estimated Cost: \$5,000,000

Project Cost: \$4,900,000

Subconsultants: Poage Engineering (Structural); ShROUT  
Tate Wilson Consulting Engineers (MEP)

The City of Georgetown and the Georgetown Police Department contracted with Brandstetter Carroll Inc. in 2013 to design and construct a new Police Department for the City of Georgetown. Brandstetter Carroll Inc. reviewed multiple site locations ultimately helping the city to acquire property in the downtown corridor which will better serve their community. Brandstetter Carroll Inc developed a two story, 23, 750 s.f. state-of-the-art Police Department. The building consists of Administration areas, Patrol Division, Detective Division, Evidence Storage and Processing, Holding Cell, In-Custody Processing, Vehicle Sallyport, Secure Parking for Police Vehicles.



## Berea City Hall, Police, and Fire Safety Building

Berea, Kentucky

### Project Information

Contact: David Gregory  
City Administrator  
859.986.8528  
dgregory@bereaky.gov

Estimated Cost: \$9,300,000

Project Cost: \$8,200,000

Subconsultants: ShROUT Tate Wilson Consulting Engineers  
(MEP); L E Gregg (Geotechnical); Thorson  
Baker & Associates (Structural)

BCI originally performed a study for the City of Berea to determine if it would be feasible to yet again renovate the municipal building and provide an addition to house Police and Fire operations. Following the completion of the study, the City agreed it would be in the best interest of the community to proceed with BCI's recommendation and move forward with the project in April 2015. The existing City Hall was just over 12,000 s.f., consisting of a basement and two stories. This space was renovated to better suit the City Administration, Finance, and Planning Departments. Approximately 32,000 s.f. was added to the building for the Police and Fire Departments, which house administration, evidence, vehicles, apparatus, and living quarters. The new facility is 44,000 s.f. in total.





## North Canton Safety Services Center

North Canton, Ohio

### Project Information

Contact: Patrick DeOrio  
Director of Administration  
330.499.8223  
pdeorio@northcantonohio.gov

Estimated Cost: \$18,000,000

Project Cost: TBD

Subconsultants: N/A

The City of North Canton, Ohio, is planning for a new combined police/fire building to be the Public Safety Services Center. This will consolidate the current police station and two fire stations into one 66,000 s.f facility located centrally on Main Street. While providing much-needed expanded space, the facility also will meet current codes and recommendations for public safety operations, including a hardened "storm-shelter" area. Space for community meetings will be included in addition to a rifle range to serve North Canton as well as other departments in the region. The initial 2019 programming study serves as a communication tool for an upcoming ballot initiative and design direction once funding is in place.



## Nicholasville Police Building

Nicholasville, Kentucky

### Project Information

Contact: Todd Justice  
Chief of Police  
859.885.9467  
todd.justice@nicholasville.org

Estimated Cost: \$7,140,000

Project Cost: TBD

Subconsultants: Poage Engineering (Structural); Shrout  
Tate Wilson Consulting Engineers (MEP);  
Banks (Civil)

BCI was selected to design a new Police Building for the City of Nicholasville in 2020. The new facility replaces a dated, under-sized facility. This department now will be able to consolidate detectives, in addition to secure vehicle parking, a secure evidence processing and storage area, a sallyport and a storm shelter in the lower level. The building also offers a 100-person community room and multiple vehicle access points plus visual appeal to southbound motorists. Additionally, BCI completed a threat mitigation assessment. The finished building will be 26,400 s.f. and construction will begin in summer 2021.



SOUTHEAST  
CORNER

## City of Denton Police Headquarters

Denton, Texas

### Project Information

Contact: Sara Hensley  
Deputy City Manager  
940.349.7755  
sara.hensley@cityofdenton.com

Estimated Cost: \$4,618,900

Project Cost: \$4,693,900

Subconsultants: MD Engineering (MEP) JQ Infrastructure (Structural); Mission Critical Partners (Public Safety and Operations); MJ Thomas (Civil)

The City of Denton Police Department renovated 90,000 s.f. of City Hall East for the Police Headquarters located in downtown Denton. The project has begun construction. A new sub-station will be constructed first so some of the department can be relocated during the renovation of headquarters. Services include extensive assessment of the existing Police Headquarters, Building Program for 114,000 total s.f. of building, and bond referendum assistance.



## City of Denton Police Substation

Denton, Texas

Estimated Cost: \$16,500,000

Project Cost: TBD

Subconsultants: Same as Police Headquarters

BCI was chosen by the City of Denton Police Department to design and construct a new 24,000 s.f. Police Sub-Station on the southside of the City. This new facility will allow the police provide service beyond downtown and also will relieve personnel crowding.



## City of Denton Police Firing Range

Denton, Texas

Estimated Cost: \$5,500,000

Project Cost: TBD

Subconsultants: Same as Police Headquarters

The City of Denton and Denton Police Department chose to construct a new 29,650 s.f. Police Firing Range on the south side of the City. There will be 50-yard and 100-yard components and a vehicle simulation. The Firing Range will be adjacent to the new Police Sub-Station and will include a training facility with SIMS Training. Vehicle simulation also will be included. The project is under construction. The new range will be constructed so the department can begin training including SIMS training.





## Franklin Police Department

Franklin, Kentucky

### Project Information

Contact: Roger Solomon  
Chief of Police  
270.586.7167  
rsolomon@franklinpolice.net

Estimated Cost: \$6,750,000

Project Cost: TBD

Subconsultants: Clark Engineering (Structural); ShROUT Tate Wilson Consulting Engineers (MEP)

The City of Franklin contracted BCI in 2019 to perform a study to determine the location of the new Police Department. After the study was completed, BCI was then contracted to provide professional design services to build the new 28,000 s.f. facility. Construction is set to begin in spring of 2022.



## Jeffersontown Police Department

Jeffersontown, Kentucky

### Project Information

Contact: Brittney Garrett  
Police Major  
502.267.0503  
bgarrett@jtownkypd.org

Estimated Cost: \$11,977,000

Project Cost: TBD

Subconsultants: Poage Engineering (Structural); ShROUT Tate Wilson Consulting Engineers (MEP)

The City of Jeffersontown contracted BCI in 2019 to perform a study to determine the location of the new Police Department. After the study was completed, BCI was then contracted to provide professional design services to build the new 35,000 s.f. facility. BCI also performed Public Engagement services during the process. Construction is set to begin in summer 2022.



## Scott County Sheriff Department

Scott County, Kentucky

### Project Information

Contact: Tony Hampton  
 Sheriff  
 502.863.7855  
 Info@scott.kysheriff.org

Estimated Cost: \$8,000,000

Project Cost: TBD

Subconsultants: Poage Engineering (Structural); Shroud Tate Wilson Consulting Engineers(MEP)



The City of Franklin contracted BCI in 2021 to perform a study to determine the location of the new Sheriff Department. The study has determined the location of facility and the size will be 22,000 s.f. and includes a satellite Clerk space for vehicle registration and inspection. Design is set to begin in the Fall of 2021.



## Louisville Metro Sheriff Department

Louisville, Kentucky

### Project Information

Contact: Dennis Arthur  
 Senior Facility Projects Manager  
 502.574.4671  
 dennis.Arthur@louisvilleky.gov

Estimated Cost: \$6,000,000

Project Cost: TBD

Subconsultants: RAI (Structural); Shroud Tate Wilson Consulting Engineers(MEP); Mission Critical Partners (Technology and Communication); RJS Justice Services LLC (Jail Operations Specialist)



The City of Louisville contracted BCI in 2020 to perform a study to review a vacant site they have for the possible conversion to Sheriff's Department. The study is still in the preliminary design phase.





## SECTION IV. PROJECT APPROACH



# PROJECT APPROACH

## CURRENT PROJECT UNDERSTANDING

The City of Lexington recently acquired a property at the southeast corner of Clearwater Way and Saron Drive. The City has had a geotechnical exploration study performed by L.E. Gregg to analyze the soil conditions of the site. The City also had Endris Engineering perform a topographic and boundary survey for the property. The City has identified in the RFP it is proposing to construct an approximately 6,000 s.f. Police Roll Call Center for the East Sector of the Department.

The City and Police Department have conducted some level of discussion and assessment of what would be needed for a new Police Roll Call Center. Through this discussion and assessment, the facility needs and goals have been identified. These would include:

- Substantial Completion of the Facility by July 2023
- Bid Documents complete and ready to advertise in March 2022
- One or two Story to be investigated but one story was determined to fit on-site based on preliminary concepts produced by the City
- 50 Parking Spaces
- Pedestrian and Vehicular Access from both streets
- Adjacent to Fire Station #22
- Roof to be "solar ready"
- Lobby and Vestibule with A/V and Secure
- A reception area that is secure and visual to Lobby and Vestibule
- Offices for Commander, Lieutenant's Office (Shared with 4), Sergeant's Office (Shared with 12), Neighborhood Resource Officer's Office (Shared with 5)
- Roll Call Room, Breakroom, and Kitchenette
- Adequate charging stations for body cameras, phones, and radios
- Work Room
- Storage for Bikes, Equipment, tools, traffic control, and general storage, with interior and exterior access
- Restrooms
- Exterior Lighting at building and parking areas
- Durable and long-lasting materials
- Security throughout the building, including cameras and access control
- All necessary HVAC, fire suppression, plumbing, data, technology, and electrical infrastructure



# PROJECT APPROACH

## DESIGN PROCESS

### STAGE 1 – DESIGN STAGE

The RFP states there will be two stages of the project. The first stage is to be started immediately upon the selection of the architect and is to conduct a refined review of the program and investigate alternatives for the project. Once this is complete, the schematic design, design development, construction documents, and bidding and negotiation will commence. For purposes of our approach, we are calling this a Planning, Programming, and Design Phase where the Design Team will attempt to understand the operational side of the City of Lexington Police Department and develop a design that meets and achieves the level of operation and efficiencies the department needs at this location along with tailoring the building to meet the surrounding neighborhood context and create a safe, efficient, and attractive environment for the Police Department and neighborhood.

BCI is familiar with the municipal process and the team understands the value of engaging the public officials, public, and endusers in this process. BCI is committed to attending meetings as often as needed and does not limit our meetings during the design stage. We would also want to present information to City Council at milestones as the Owners' team finds useful. The content of these meetings will be used by BCI to convey concepts that address the police, city officials, and the public's needs. The RFP and City Consultant Services Contract outlines each of these stages and phases in detail. A summary of the process is below and BCI has a strong belief and commitment to the planning and design phase as the success of the project happens most effectively at this stage. All deliverables required by the City RFP and contract will be provided by the team. A summary of the services is as follows:

#### **I. Planning, Programming, and Design Phase - The Consultant will:**

- Conduct a Kick-off Meeting with the Building Committee
  - Document goals and objectives
  - Review previous studies/actions
  - Confirm project schedule and deliverables
  - Establish a level of sustainability desired
- Observe the daily operations of the Police Department
  - Note the unique aspects of the providers
- Meet with the Owner to discuss Building Program needs.
- Discuss requirements of Police Stations.
- Compare data from similar facilities
  - Square footage
  - Security
  - Police relationships
  - Operating costs
  - We will work with the city to develop a list of other communities to review and tour
- Develop a preliminary Building Program for review with the Owner; modify Building Program as required through the Owner meeting process; present Final Building Program.
- Include in the Building Program any special features to be included such as finish materials, equipment, mechanical requirements, communications, security, site requirements, and other items unique to the public safety mission.
- Compare existing Program with National Standards
  - International Association of Chiefs of Police Facility Planning Guidelines
  - CALEA Standards for Accreditation
- Conduct Preliminary Code Review

# PROJECT APPROACH

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## Site Development

The most important criteria for Site Development of a project of this type is the separation of flow between the people and vehicles utilizing this facility:

- Emergency vehicles
- General public
- Staff
- We will also develop standards for:
  - Threat mitigation
  - Parking
  - Storm Water Detention
  - Security
  - Landscaping
  - Future Expansion

## Conceptual Design

In consideration of the project goals, existing concepts, and the desired space program, a series of conceptual design alternatives will be developed.

- Conduct intensive meetings with the Facility user groups to identify design characteristics of the building. These include:
  - Building Circulation
  - Adjacencies
  - Communication
  - Security
  - Interdepartmental Relationships
  - Future Expansion
  - Alternatives for Cost Control
- Concept Sketches: Prepare diagrammatic drawings of the site and building floor plan. Photographic precedents will be used to help illustrate the design intent for each alternative.
- Concept Design: After an initial review of the Concept Sketches, the three (if warranted by the meeting results) alternatives will be developed further to include comments from the meeting perspective sketches or digital models to show the scale and relationships of the proposed design elements.
- Opinions of Probable Cost will be prepared at a conceptual level for each alternative, including building and site. The probable costs will aid in the evaluation of the concept designs.
- Concepts will be revised and reduced to two options. Changes will be accommodated, designs improved, and reviewed again by the committee. Cost Estimates will be updated. A decision will be made as to the direction of the schematic design.

## II. Schematic Design – The Consultant will:

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

## III. Design Development – The Consultant will:

- Provide more detailed drawings and outline specifications that will show the integration of building systems such as mechanical, electrical, plumbing, fire protection, structural, and



## PROJECT APPROACH

architectural elements. The construction cost estimate will be updated and reviewed with the Owner for approval.

### **IV. Construction Document – The Consultant will:**

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

### **V. Bidding, Negotiation, and Permitting – The Consultant will:**

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

## **STAGE 2 – CONSTRUCTION ADMINISTRATION STAGE**

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

### **A summary for this Stage is as follows:**

#### **I. Construction Administration – The Consultant will:**

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

#### **II. Warranty Review – The Consultant will:**

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

## **PROPOSED PROJECT SCHEDULE**

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

## **FUNCTIONAL AND OPERATIONAL UNDERSTANDING**

Having completed well over 100 Police, Fire, EMS, or Emergency Operations Centers, the key staff have seen a diverse variety of these building types. BCI has always made it a policy to "camp out" at existing facilities when new buildings are being considered. This allows the Design Team to observe day-to-day operations, discovering the unique operating and policy characteristics of a given client. The designers can then offer new ideas in the context of past operations. What is accepted practice for one city may not work for another city.

# PROJECT APPROACH

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## COMMITMENT TO ENERGY EFFICIENT BUILDINGS

The firm and its team currently have multiple LEED Accredited Professionals or LEED Green Associates on staff all dedicated to providing sustainable solutions and energy-efficient design. The sustainable LEED approach to any project begins with an Eco Charette that brings all stakeholders together to determine the scope of the project. The project is broken into sustainable opportunities for the site, water, energy, indoor environmental quality, materials, and resources, as well as innovation and design. All these concepts are interrelated and affect each other. Thus, strategies will be developed with the stakeholders of this project to incorporate inventive and cohesive designs for sustainability including lighting, information technology, and audio-visual systems. Sustainable design elements can be implemented to reduce maintenance and operation costs once the transformation is complete. The Team is more than qualified to facilitate the requirements to pursue LEED certification. If LEED isn't pursued, the team is prepared to assist the city in achieving all of their sustainability goals and will follow a similar process as above to identify and track them through the project.

## COMMUNICATION METHODOLOGY

The key to communication success is as follows:

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

## OWNER INVOLVEMENT

The City and Police must be integral to virtually all decisionmaking in this process. While primary communication will occur between the Project Manager and the Owner's Project Representative, the Design Team will desire to involve Police staff. It is common for public safety staff to have specific ideas for their facilities based on the operations they perform daily.

The Design Team will listen to their needs and then relate information to the Owner's Representative for final decision making. Depending on the city, BCI Design Teams often conduct design workshops with staff to solicit their "buy-in" to design decisions. Giving staff a voice often helps to avoid contentious conversations following completion. By conducting workshops during the first phase, staff input is addressed early. It is anticipated communication with the City Contact and the Police Chief will be ongoing through construction.

Other City staff will be contacted based upon their responsibilities. Those involved in public infrastructure will be contacted at appropriate times. BCI will interact with City officials. Utility professionals will be consulted as to the availability and nature of service. Maintenance staff will be consulted as to recommended finish materials as well as commonality of equipment and fixtures with respect to replacement and repair. BCI also recommends the Design Team work with the City to determine an annual operating budget for the new building.



## APPENDIX



## **AFFIRMATIVE ACTION POLICY**

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

## **EQUAL EMPLOYMENT POLICY STATEMENT**

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

## **OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS:**

Requirement:

The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.

## **OUTCOME/GOOD FAITH:**

Brandstetter Carroll Inc. was able to secure a WBE for Civil Engineering services for the Police East Sector Roll Call project. Abbie Jones Consulting (WBE) has accepted our invitation to join the BCI proposal team for Civil Engineering services.

Brandstetter Carroll Inc. was unable to secure a Veteran-owned business for the project. After reviewing the LFUCG list of MBE/WBE/Veteran providers, there was no subcontractor that fit the required needs of the Police East Sector Roll Call project.



## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

*B. Brandstetter*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Benjamin E. Brandstetter, P.E. on this the 25th day  
of August, 2021.

My Commission expires: 8-9-2024

Lynda F. Gates  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
NOTARY ID# KYNP9703  
MY COMMISSION EXPIRES August 9, 2024

*Lynda F. Gates*  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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



\_\_\_\_\_  
Signature

Brandstetter Carroll Inc.

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: Brandstetter Carroll Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators		1	1														1	1
Professionals		13	3														13	3
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective																		
Para-																		
Office/Clerical		19	17	1													20	17
Skilled Craft																		
Service/Maintena																		
<b>Total:</b>		33	21	1													34	21

Prepared by: Benjamin E. Brandstetter, P.E., President Date: 8 / 25 / 2021

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: Brandstetter Carroll Inc.

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

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

Telephone Number: 859.268.1933 Fax Number: 859.268.3341

Email address: ben@bciaep.com



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 23-2021**

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502 859.559.3443 abbie@abbie-jones.com	WBE	Civil Engineering	\$315,000	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

August 25, 2021  
 Date

Benjamin E. Brandstetter, P.E.  
 Company Representative

President  
 Title



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 23-2021

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

<b>Company Name</b> Brandstetter Carroll Inc.	<b>Contact Person</b> Benjamin E. Brandstetter, P.E.
<b>Address/Phone/Email</b> 2360 Chauvin Drive, Lexington, Kentucky 40517 859.268.1933   ben@bciaep.com	<b>Bid Package / Bid Date</b> August 25, 2021

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502	Abbie Jones	abbie@abbie-jones.com	8/23/2021	Civil Eng.	Email	\$16,000	Female	

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

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

Abbie Jones Consulting PSC  
 \_\_\_\_\_  
**Company**

*Abbie Jones*  
 \_\_\_\_\_  
**Company Representative**

August 23, 2021  
 \_\_\_\_\_  
**Date**

President  
 \_\_\_\_\_  
**Title**





ABBIE JONES CONSULTING  
1022 Fontaine Rd, Lexington, KY 40502  
859.559.3443  
www.abbie-jones.com

Via Email: [mjohnson@bciaep.com](mailto:mjohnson@bciaep.com)

August 24, 2021

Ms. Macey Johnson  
Brandstetter Carroll, Inc

**RE: Proposal for RFP#54 Police East Sector Roll Call Station**

Dear Ms. Johnson:

Abbie Jones Consulting is pleased to offer our professional land survey and civil engineering services to you. It may or may not be helpful to note that we are DBE Certified by KYTC and other agencies.

**Task 1: Public Facility Review Lump Sum \$4,000**

1. Endris CAD to be provided at NTP
2. This is similar to a Development Plan but the government version. By state law this takes 60 days.
3. Shows planned improvements from attached map/sketch
4. Assumes BC will provide landscaping information (nominal for codes)
5. Requires a pre-submittal application to PZ office
6. Includes 3 meetings with city
7. Includes submittal package to County. Process takes minimum 60 days. Filing planned: NTP+45 days
8. Does not include filing fees. Owner will provide check prior to filing.
9. AJC would be the lead communicator with LFUCG for this process.

**Task 2: Construction Plans Lump Sum \$12,000**

1. Endris CAD to be provided at NTP
2. Design is based upon paragraph in RFP. Up to 3 schematic layouts max.
3. Assumes BC will provide landscaping sheet.
4. Includes up to 5 meetings with architect/MEP/structural/contractor group or individual, max. (requests prior to construction for meetings more than that will be extra). We strongly desire to have a 50% pricing set, permit set, and issued for construction set alongside the arch plans to keep the project coordinated and on-budget for the owner. CAD files from arch/MEP/structural are expected to be shared with AJC and vice versa.
5. Includes a Tuesday one-stop meeting with LFUCG and architect
6. Note that civil plans can no longer be submitted concurrently with DP plans. DP's must be certified prior to any review by Thomas Clements.
7. Includes sheets: cover, site/layout, grading/drainage/erosion, utility, details, pipe profiles
8. Includes hydrology report for basic underground detention scenario or confirmation that this site meets any regional/master detention assumptions or provides its own local system. (this portion alone is \$4500)
9. Assumes that no FEMA CLOMR will be required (ie design will stay out of those areas)

**Notes:**

1. Project admin through Michelle Pennington, 859.699.3440 [office@abbie-jones.com](mailto:office@abbie-jones.com). Engineer to be assigned would be Joyce Followell, PE
2. Deliverable: The services above include the preparation and distribution of reports associated with the field. Deliverables can include AutoCAD, Paper copies of plat as needed, pdf of plat, and legal description document(s). Please request in writing which type(s) of deliverable is required for this project.
3. Your first deliverable is sent for your review for any changes, or updates. After you have communicated any changes and those changes have been completed, any changes to the plat will be performed at an

LAND SURVEYING – CIVIL ENGINEERING – TRAFFIC COUNTS



ABBIE JONES CONSULTING  
1022 Fontaine Rd, Lexington, KY 40502  
859.559.3443  
[www.abbie-jones.com](http://www.abbie-jones.com)

hourly rate per our attached rate sheet.

4. Prices are valid for 180 days from date of letter.
5. Billing will not take more than 45 days per monthly invoice.

Please indicate your acceptance by signing the Agreement and returning it to [office@abbie-jones.com](mailto:office@abbie-jones.com). Unless otherwise requested, Abbie Jones Consulting will return an electronic copy of the fully executed agreement to the Client's Project Manager via email. By executing below, you hereby authorize Abbie Jones Consulting to proceed with the work detailed herein and agree to the conditions contained in this document and in the attached general terms and conditions [hereinafter referred to as "Proposal"].

Abbie Jones Consulting appreciates the opportunity to provide professional services on this project. If you have questions, or need additional information, please contact us at 859.559.3443. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads 'Abbie Jones'.

Abbie Jones, PE, FLS  
President

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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



Signature

August 25, 2021

Date



<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$134,400</u></b>
Schematic Design Phase: (percentage of total services)	<u>\$33,600</u> <u>20%</u>
Design Development Phase: (percentage of total services)	<u>\$25,200</u> <u>15%</u>
Construction Documents Phase: (percentage of total services)	<u>\$67,200</u> <u>40%</u>
Bid Phase: (percentage of total services)	<u>\$8,400</u> <u>5%</u>
<b><u>Construction Administration Stage</u></b>	<b><u>\$33,600</u></b>
(percentage of total services)	<u>20%</u>
<b><u>Total Architectural/ Engineering Services</u></b>	<b><u>\$168,000</u></b>

This fee is based on 8% of Construction Cost assuming a \$2,100,000 construction cost (6,000 s.f. x \$350/s.f.) A swing of \$500,000 in construction cost will be accepted before any consideration or request for Additional Services would be requested.

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

<u>Title/Skill</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>\$250/hr</u>
<u>Senior Registered Architect/Engineer</u>	<u>\$250/hr</u>
<u>Registered Architect</u>	<u>\$175/hr</u>
<u>Professional Engineer</u>	<u>\$175/hr</u>
<u>Intern</u>	<u>\$80/hr</u>
<u>EIT</u>	<u>\$100/hr</u>
<u>Technician</u>	<u>\$65/hr</u>
<u>Clerical</u>	<u>\$50/hr</u>

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



BRANCAR-03

EEVERMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2021

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

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


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

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

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

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

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

<b>CERTIFICATE HOLDER</b>  Lexington Fayette Urban Co Government 200 E Main St Lexington, KY 40580	<b>CANCELLATION</b>  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 



**ADDENDUM #1**

RFP Number: #23-2021

Date: August 13, 2021

Subject: Design of Police East Sector Roll Call

Address inquiries to:  
Sondra Stone  
sstone@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. If commissioning is required, or if the Owner wants to pursue commissioning even if not required, it is the consultant's responsibility to coordinate with the Owner to develop commissioning criteria and prepare the necessary specifications and documents as part of the bidding documents. The Owner will use documents prepared by the consultant to procure a commissioning agent outside of the bid contract for construction.
2. See attached pre-proposal sign-in sheet.
3. See attached Revised Schedule (Attachment C).

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Brandstetter Carroll Inc.

ADDRESS: 2360 Chauvin Drive, Lexington, KY 40517

SIGNATURE OF BIDDER: 



**SIGN-IN SHEET**  
**Pre-Proposal Meeting #23-2021 Design of Police East Sector Roll Call**  
**August 11, 2021 @ 2:00 PM**

<b>Representative</b>	<b>Company Name</b>	<b>DBE/MBE/WBE/ Veteran</b>	<b>Phone#</b>	<b>Email Address</b>
Sondra Stone	LFUGG			
Chris Litton	LFUGG			
Jamshid Baradaran	LFUGG			
Teresa Grider	LFUGG			
Brian Maynard	Division of Police			
Sherita Miller	LFUGG			
James Bush	LFUGG			
Kellin Vellenoweth	Morris Workshop			
Terri Albert	Shrout Tate Wilson			
Adam Gillett	Integrity Architecture			
Emily Browning	Integrity Architecture			
Tracy Jones	KPFF Consulting Engineers			
Eric Chambers	Brandstetter Carroll Inc			echambers@bciaep.com
Cheryl Kersey	Kersey & Kersey			
John M. Thomas	CMW, Inc.			JThomas@cmwaec.com

## Attachment C - Project Schedule

### New Police East Sector - Roll Call

Task	Duration	Start	Finish
<b>RFP</b>	<b>78 Days</b>	<b>7/12/2021</b>	<b>9/28/2021</b>
RFP Development	24 Day	7/12/2021	8/5/2021
Advertise RFP	28 Day	7/28/2021	8/25/2021
Pre-Proposal Meeting	1 Day	8/11/2021	8/11/2021
<b>RFP - Responses Due</b>	<b>1 Day</b>	<b>8/25/2021</b>	<b>8/25/2021</b>
RFP Evaluation and A/E Recommendation	7 Days	8/25/2021	9/1/2021
Approved in Legistar Date	1 Days	9/3/2021	9/3/2021
Council WS	1 Day	9/14/2021	9/14/2021
Council 1st Reading (DOUBLE READING)	1 Day	9/16/2021	9/16/2021
N.T.P. & P.O.	12 Days	9/16/2021	9/28/2021
<b>Design</b>	<b>168 Days</b>	<b>9/28/2021</b>	<b>3/15/2022</b>
Schematic Design Phase	35 Days	9/28/2021	11/2/2021
<b>Schematic Design Due</b>	<b>1 Days</b>	<b>11/2/2021</b>	<b>11/2/2021</b>
Owner Review & Comments	7 Days	11/2/2021	11/9/2021
Schematic Design Final Deliverables Due	7 Days	11/9/2021	11/16/2021
Design Development Phase	35 Days	11/16/2021	12/21/2021
Thanksgiving Holidays	2 Days	11/25/2021	11/26/2021
<b>Design Development Due</b>	<b>1 Days</b>	<b>12/21/2021</b>	<b>12/21/2021</b>
Christmas Eve & Christmas	2 Days	12/24/2021	12/27/2021
Owner Review & Comments	7 Days	12/28/2021	1/4/2022
New Years	1 Days	12/31/2021	12/31/2021
Final Design Development Deliverables Due	7 Days	1/4/2022	1/11/2022
Construction Document Phase	49 Days	1/11/2022	3/1/2022
<b>Construction Document 98% Submission</b>	<b>1 Day</b>	<b>3/1/2022</b>	<b>3/1/2022</b>
Owner Review & Comments	7 Days	3/1/2022	3/8/2022
Owner's Construction Documents' Comments Incorporated	7 Days	3/8/2022	3/15/2022
<b>100% Construction Documents Ready to Advertise Submission</b>	<b>1 Day</b>	<b>3/15/2022</b>	<b>3/15/2022</b>
<b>Advertisement &amp; Award</b>	<b>35 Days</b>	<b>3/15/2022</b>	<b>4/19/2022</b>
Compile Bid Documents	7 Days	3/15/2022	3/22/2022
Advertise for Bids	28 Days	3/22/2022	4/19/2022
Pre-Bid Meeting	1 Day	4/5/2022	4/5/2022
<b>Bids Due</b>	<b>1 Day</b>	<b>4/19/2022</b>	<b>4/19/2022</b>
Bid Review & Selection	7 Days	4/19/2022	4/26/2022
Approved in Legistar Date	1 Days	TBD	TBD
Council WS	1 Day	TBD	TBD
Council 1st Reading	1 Day	TBD	TBD
Council 2nd Reading	1 Day	TBD	TBD
Construction Contract Execution/ P.O. (Anticipated)	1 Days	TBD	6/7/2022
Council Summer Recess	TBD Days	TBD	TBD
<b>Anticipated Construction</b>	<b>388 Days</b>	<b>6/7/2022</b>	<b>6/30/2023</b>
Pre-Construction Meeting (N.T.P.)	1 Day	6/7/2022	6/7/2022
Construction	359 Days	6/7/2022	6/1/2023
<b>Substantial Completion</b>	<b>1 Day</b>	<b>6/1/2023</b>	<b>6/1/2023</b>
Close Out	29 Days	6/1/2023	6/30/2023
<b>Final Completion</b>	<b>1 Day</b>	<b>6/30/2023</b>	<b>6/30/2023</b>



**LEXINGTON**

**RFP-23-2021 Addendum 1  
Brandstetter Carroll Inc.  
Supplier Response**

**Event Information**

Number: RFP-23-2021 Addendum 1  
Title: Design of Police East Sector Roll Call  
Type: Request For Proposal  
Issue Date: 7/28/2021  
Deadline: 8/25/2021 02:00 PM (ET)  
Notes: Only online proposals will be accepted via Ion Wave.

**Contact Information**

Contact: Sondra Stone  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [ssone@lexingtonky.gov](mailto:ssone@lexingtonky.gov)



## Brandstetter Carroll Inc. Information

Address: 2360 Chauvin Drive  
Lexington, KY 40517  
Phone: (859) 268-1933

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Debbie Winn

*Signature*

*Submitted at 8/24/2021 3:37:48 PM*

[dwinn@bciaep.com](mailto:dwinn@bciaep.com)

*Email*

## Response Attachments

### Brandstetter Carroll Inc. Submission RFP #23-2021 Design of Police East Sector Roll Call.pdf

Submission for Design of Police East Sector Roll Call project.

