

ATTACHMENT 'H'

Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December 4 2018, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BRANDSTETTER CARROLL INC. (**CONSULTANT**) for the provision of architectural and engineering services, as described in the attached Request for Proposal document. The services are to include feasibility reports, supporting drawings, maps, and other documentation within a three (3) phase feasibility study as outlined in the **OWNER's** Request for Proposal No 39-2018 for an Updated/ New Fire Training Center & New Fire Station #13. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT**, in consideration of their mutual covenants herein, agree in respect to the performance of professional architectural and 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. 39-2018.

CONSULTANT shall provide professional consulting services for **OWNER** in all three (3) phases of the Project as outlined in the Request for Proposal No. 39-2018, , shall 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

- 1.1. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
- 1.2. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 39-2018. (**Exhibit A**), and Consultant's Response dated November 16, 2018 (**Exhibit B**) and full proposal submittal.
- 1.3. 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. 39-2018 (**Exhibit "A"**).
- 1.4. After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

- 1.4.1. Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
- 1.4.2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in **Exhibit A**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of feasibility options, analysis, programming & space planning, preliminary design options, recommendations for final design & development, and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit A and RFP 39-2018** for complete listing of all deliverables.
- 1.5. This Agreement, together with the Exhibits and schedules identified and referenced herein, 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.
- 1.6. The General Condition provisions of RFP No. 39-2018 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by **Exhibit A** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional Services without prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.
- 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. All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, in accordance with the project schedule and timeline provided in **Exhibit A and RFP 39-2018**. Time is of the essence in the performance of this Agreement.
- 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.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall, within 30 days from the date of the delay, apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.

4.4 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 possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Lump Sum Payments.

5.1.1. In consideration of the services to be provided by CONSULTANT and the duties and obligations adopted by CONSULTANT in this Agreement, OWNER shall pay CONSULTANT (\$35,000.00). Prior to starting work, CONSULTANT shall submit to OWNER a proposed schedule of values for the project. Upon OWNER'S approval of such schedule of values, such schedule shall become the basis for monthly statements from CONSULTANT to OWNER identifying the CONSULTANT's estimate of the proportion of total services rendered at the time of billing. All such statements and schedules shall be subject to review and approval by OWNER. Unless OWNER is contesting the same in good faith, OWNER shall pay CONSULTANT'S properly submitted monthly statements within thirty (30) days of receipt.

5.1.2. The lump sum prices provided in Exhibit B include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It also includes 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 allowances, equipment, materials, profit, and all other costs directly or indirectly related to the job.

<u>Phase 1: Cost</u>	<u>\$ 15,000</u>
Feasibility Analysis for Site(s) per Size Requirements (percentage of total costs)	<u>43</u> %
 <u>Phase 2: Cost</u>	 <u>\$ 10,000</u>
Preliminary Site Planning, Amenities, and Improvements (percentage of total costs)	<u>28.5</u> %
 <u>Phase 3: Cost</u>	 <u>\$ 10,000</u>
Recommendations for the Final Design & Development	

for the Public Safety Training Center

(percentage of total costs) 28.5 %

Total Architectural/ Engineering Services **\$ 35,000**

(total lump sum cost of all three phases combined)

5.2. Payment for Additional Services

5.2.1. Additional Services, as permitted under Section 2, shall be compensated at the following unit rates.

The City of Lexington 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 or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

5.2.2. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>180</u> \$/HR
<u>Sen. Reg. Architect</u>	<u>130</u> \$/HR
<u>Sen. Reg. Engineer</u>	<u>130</u> \$/HR
<u>Reg. A/E</u>	<u>110</u> \$/HR
<u>Landscape Arch.</u>	<u>110</u> \$/HR
<u>Intern Arch or EIT</u>	<u>75</u> \$/HR
<u>AutoCAD/GIS</u>	<u>65</u> \$/HR
<u>Clerical</u>	<u>55</u> \$/HR

Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

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 %

Reimbursable expenses are included in the lump sum cost in section 5.1. Reimbursable expenses for additional services will be based on actual costs.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by **OWNER** without fault on the part of **CONSULTANT**, **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 **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between **OWNER** and **CONSULTANT**.

5.3.2. In the event the services of **CONSULTANT** are terminated by the **OWNER** for fault on the part of **CONSULTANT**, **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 **OWNER**.

5.3.3. In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **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 **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within the ten (10) days of receiving written notice from **CONSULTANT** of the default.

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

6.2. Ownership and Reuse of Documents.

All documents, including Drawings, Specifications, Reports, and Cost Estimates, 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. **CONSULTANT** shall familiarize itself 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, **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, **CONSULTANT** shall be acting as an independent contractor. **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**. **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

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

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. **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. **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 **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 **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 **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, City of Lexington for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as

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

6.6. Accuracy of CONSULTANT'S Work.

6.6.1. 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.

6.6.2. CONSULTANT shall be responsible for the accuracy of all work, even though Documents have been accepted by **OWNER**, and shall make any necessary revisions or corrections resulting from errors or omissions on the part of **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantity estimates, calculations probable cost estimates, drawings, specifications, and other documentation to **OWNER**, **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 **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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 **OWNER** without prior approval of **OWNER**.

6.8. Access to Records.

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 **OWNER** to disqualify **CONSULTANT** from consideration for future consultant service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 39-2018 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, **CONSULTANT** agrees as follows:

- 7.1. **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. **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. **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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **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 - COMMUNICATIONS

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate City of Lexington employee ("**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or their designee. Questions by **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or their designee. **CONSULTANT** shall look only to **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:

Date: _____

Name/Title: _____

Signature: _____

CONSULTANT:

Date: _____

Name/Title: _____

Signature: _____

Jim Gray

Mayor

December 4, 2018

12/19/18

MICHAEL E. CARROLL, VP

[Signature]

EXHIBIT A



LEXINGTON

Request for Statement of Qualifications and Proposals

RFP # 39-2018

City of Lexington - Department of Public Safety

Fire Training Center Site Assessment and Feasibility Study



October 2018

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INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) – Department of Public Safety is seeking professional services from consulting firms (Consultant). LFUCG desires to retain the services of a highly qualified architectural planning and design team to conduct needs analysis, site(s) assessment and feasibility study for the Division of Fire Training Center. Consultant will need to analyze the existing Fire Training / Police K9 site at 1345 Old Frankfort Pike per Attachment 'D', along with a subsequent analysis utilizing the additional LFUCG-owned land parcel per Attachment 'E'. These sites will need to meet the minimum requirements for the training facilities and other support structures identified in Attachment 'A'.

The study should report on the best location for the Training Center and support spaces based upon criteria such as minimum and optimum facility/site size, amenities, access, least amount of issues or conflicts, soil and bearing conditions and overall cost effectiveness.

LFUCG will provide geotechnical exploration and findings reports regarding the existing LFUCG property at 1345 Old Frankfort Pike based on the consultant's recommendations once the project has been awarded. LFUCG will also provide a land survey and structural analysis as necessary of the existing vehicular bridge traversing the Town Branch Creek at the eastern portion of the site accessing the rear property.

The study shall be carried out in **(3) Phases**:

- 1 . Feasibility analysis of the outlined sites that meet the minimum size requirements
- 2 . Preliminary site planning and identification of site improvements and amenities that can be accommodated at each site location
3. Recommendations for the final design and development for the Fire Training Center

Estimated Budget:

Funding for this project is \$50,000.00 for all (3) Phases

Project Phases

PHASE 1:

Feasibility analysis of the outlined site location(s) that meet the minimum parcel size requirements for the programming identified in Attachment 'A'.

Objectives of this phase:

- Lexington Fire Department needs assessment for the proposed new campus including, but not limited to:
 1. Training Center programming needs (short and long term)
 2. Fire Station #13 basic building programming (consideration for a new replacement Station #13 located on this analyzed LFUCG property)
 3. EMS Medical Training and other associated programs currently provided at the old Fire Station #2 location
 4. Fire Department Maintenance facility needs
- Site assessment shall include the existing Fire Training Center / Police K9 properties identified in Attachment 'D', along with the additional available LFUCG parcel at 1345 Old Frankfort Pike as identified in Attachment 'E'
- Planning considerations for the future Town Branch Trail Masterplan (Keith Lovan, LFUCG Engineering) integration along Old Frankfort Pike at the existing

- Training Center / K9 sites
- Provide initial cost analysis
- Rank the potential buildable site areas based on:
 1. Location & proximity
 2. Future expansion potential
 3. Infrastructure availability
 4. Access development potential
 5. Site and soil conditions
- Analyze feasibility of the Training Center development

PHASE 2:

Preliminary site planning and identification of site improvements and amenities that can be accommodated

Objectives of this phase:

- Provide site specific recommendations on types of improvements, access and amenities
- Examine costs of improvements, amenities and ongoing maintenance
- Any additional applicable recommendations

PHASE 3:

Recommendations for the final design and development for the Training Center

Objectives of this phase

- Final report on the Training Center Site Assessment and Feasibility Study
- Provide recommendations on the development of a Public Safety Training Center
- Provide up to (3) visuals representing:
 1. Overall site plan
 2. Proposed facility(s) massing
 3. Rendering of the proposed campus

The final task considers the comprehensive findings of the previous tasks and provides the final report and presentation with recommendations for a Public Safety Training Center to the LFUCG City Council.

SCOPE OF SERVICES

LFUCG is seeking a qualified design firm/team to complete all (3) Phases of this effort. All deliverables shall include (3) hard copies, (1) PDF digital copy, incorporation of owner review comments/budget considerations, value engineering recommendations, cost estimate and staff presentations. The following scope of services should be addressed in response to the RFQ/P:

PHASE 1:

Feasibility analysis for a site(s) that meets the minimum parcel size requirements

Task 1.1 Kick-off Meeting - meet with key LFUCG staff to discuss parameters of the study, work plan, next steps, and draft an overall design schedule.

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Work Plan
- b. Schedule

Task 1.2 Site(s) Assessment - consultant shall provide technical site analysis that demonstrates the opportunity and constraints of the sites identified as available per Attachments 'D' and 'E'. The summary site analysis should include:

- Location
- Existing land use designation / current use
- Zoning and known requirements / setback easements
- Identify adjoining land owners, zoning and use
- Approximate size of parcel(s)
- Site accessibility
- Utilities
- Parking
- Site constraints, if any

Deliverable: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Site Assessment Report

Task 1.3 Cost Analysis - consultant shall provide a cost analysis for each site location. The cost analysis should be incorporated into the opportunities and constraints presentation (Task 1.2). The cost analysis should include, but not be limited to:

- Probable land and construction costs
- Probable operation costs, if any

Deliverable: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Cost Analysis Report

Task 1.4 Rank Sites for Development of Public Safety Training Center - consultant will rank the sites given the site assessment analysis, cost analysis, LFUCG needs and Training Center objectives. These results should be reviewed with LFUCG prior to the feasibility report phase.

Deliverable: *((all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Site(s) ranking report

Task 1.5 Public Safety Training Center Analysis - the final task for Phase 1 will consolidate the findings and recommendations into one package for presentation to the LFUCG City Council. The intent of the report is to provide the City Council with the necessary information to select a site for the subsequent phase of preliminary site planning and identification of improvements.

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Public Safety Training Center Feasibility Report
- b. Presentation to the Department of General Services & Lexington Fire Department

PHASE 2:

Preliminary site planning and identification of site improvements and amenities that can be accommodated

Subsequent to or concurrently with the feasibility analysis, the preliminary site planning and site improvements analysis would include opportunities and constraints for construction of a Public Safety Training Center and associated support structures at each site identified in the Phase 1 effort. This phase of the study would be done in close coordination with the Lexington Fire Department. Consultant to conduct the following tasks to consider site planning and improvements to selected sites:

Task. 2.1 Site Planning for Design and Construction of the Public Safety Training Center - this task should consider the use and integration of a facility by the Lexington Fire Department and any other supporting programs

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Recommendations for a Public Safety Training Center
- b. Conceptual Design for a Public Safety Training Center

Task 2.2 Identification of Site Improvements - provide site-specific recommendations on the types of improvements that can be accommodated at each site. The site improvement analysis should include opportunities and constraints for each location. These recommendations should address how each site delivers the amenities outlined in the list of needs Attachment 'A.'

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Recommendations for Site Improvements and Amenities
- b. Bubble Diagrams / Designs for Site Improvements

Task 2.3 Cost Analysis - The analysis should examine the cost of the improvement options and amenities including any adjustments to the probable cost of construction and operational costs from the previous phase for selected sites. Consultant shall review diagrams and cost estimates with the LFUCG staff and Fire Department.

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Estimated Cost of Improvements
- b. Operational/On-going Maintenance Cost Estimates

Phase 3:

Recommendations for the final design and development for the Public Safety Training Center

Task 3.1 Recommend Public Safety Training Center Development - conduct the final task to consider the comprehensive findings of the previous tasks:

Recommend steps for the implementation of a Public Safety Training Center. Submit final report and joint use facility recommendations.

Deliverables: *(all to include (3) hard copies, (1) PDF copy and presentation)*

- a. Final report for the Public Safety Training Center
- b. Presentation to LFUCG staff

SELECTION PROCESS AND CRITERIA

Selection Process

All responses to this RFQ/P 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.

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

Selection Criteria:

Some of the criteria for selection of the consultant team are listed below, not necessarily in order of importance and include, but are not limited to:

1. Experience, qualifications, performance and availability of the proposed Project Design Team
2. Relevant experience in conducting site assessments, preparing feasibility studies, preliminary site planning analysis, space planning and cost analysis

3. Proposed project approach
4. Project understanding
5. Ability to meet schedules, coordinate activities, work closely and collaboratively with staff and ability to perform within budget and schedule limitations shown

	Total Points
Professional qualifications and experience of the team with site assessments, preparing feasibility studies, preliminary site planning analysis, space planning, programming, and cost analysis.	20
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	10
Demonstrated understanding of the requirements of the project. Include past experience with Fire Stations, Fire Training Centers, and related structures serving City Fire Departments.	15
Proposed Project Approach	15
Past record and performance on contracts with the City of Lexington, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

SUBMITTAL, INSTRUCTIONS AND FORMAT

LFUCG is interested in information to address the points below. Brief responses are acceptable and encouraged.

1. Date of response
2. Firm's structure, background, general qualifications, employee count by title and profession and year firm was established
3. Please attach individual résumés, with relevant experience working with public entities, specific role and responsibility and number of similar projects completed within the last 10 years. Also include the primary point of contact's name, address, telephone number and email address for each proposal
4. A minimum of (3) client references relevant to the proposed project

5. Recent experience of the firm in providing services for representative projects similar in scale, cost, and complexity. Note the year constructed, name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references
6. Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of Kentucky.

Candidate firms will be selected on the basis of professional qualifications and demonstrated competence.

Statements of Qualifications shall be typed and shall not exceed fifteen (15) pages of written material including the cover letter. Submittals failing to comply with the page limitation will not be considered. The fifteen (15) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:

- The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
- A title page;
- A table of contents and/or index; or blank tab pages

Submittals shall include proposed fee and/or compensation amounts, as well as hourly rate schedule(s) for the entire consultant team.

LIST OF ATTACHMENTS

- A. ATTACHMENT A – Anticipated Needs for Public Safety Training Facility
- B. ATTACHMENT B – Form of Proposal
- C. ATTACHMENT C – Project Schedule
- D. ATTACHMENT D – Current LFUCG Fire Training & Police K9 Property
- E. ATTACHMENT E – Entire LFUCG Property Parcel
- F. ATTACHMENT F – Existing Fire Station #13 Site
- G. ATTACHMENT G – Existing GIS Flood Plain Mapping
- H. ATTACHMENT H – Sample Agreement for Professional Services

ATTACHMENT A – TRAINING CENTER NEEDS (FOR REFERENCE)

Lexington Fire Department Needs:

1. Administration and support facilities components as follows: daily capacity 250 people, special events up to 400 people, staff of 15, including one bureau commander, one executive officer, one administrative assistant and twelve training officers
 - Offices (5 with an administrator in an open area)
 - (2) Conference Areas (smaller capacity for 15 and larger capacity for 30)
 - Library (need approximately 64lf of wall area for 5-tier shelving units)
 - Printing/copying/work room area
 - Graphics and audiovisual aid preparation area (part of the IT Office)
 - Food service facilities, cafeteria, kitchen, or break room
 - Restrooms, locker, and shower facilities
 - Equipment and supply/custodial facilities
 - Multiple storage areas for various materials
 - Communications / Data Server area (dedicated IT room)
 - Medical area, infirmary, or first aid
 - Records storage
 - Computer Lab / Training facilities (approximately 50 people)
 - Video Production / Multimedia / Broadcasting (soundproof/quiet area)
 - Self-contained breathing apparatus (SCBA) maintenance, repair, and refilling area
 - Storage facility for assigned apparatus and light vehicles (can be directly attached or separate structure, but must be close proximity for access)

2. Indoor instructional facilities components, as follows:
 - Classrooms (“clean” and “dirty”) – (classrooms for 100 people and 30-50 people / ability to have multiple sizes with operable partition layouts)
 - Breakout areas for classes
 - Auditorium (can be multi-use space with the large 100 person classroom / portable raised platform stage area)
 - Physical Fitness / Exercise area (for 20 – 30 people)
 - Pool for water rescue training areas (potential for a 12’ deep training pool in an enclosed interior area, separate structure or covered area for year-round utilization)
 - Technical rescue training areas
 - Special training laboratories components, as follows:
 - Simulators (some simulator equipment is portable / need storage)
 - Automatic sprinklers
 - Pumps
 - Emergency medical services (EMS) and rescue.
 - Fire alarm systems
 - Arson laboratory

- Infrastructure for recording classroom sessions and for distance learning equipment / intercom and A/V equipment
- Storage space for equipment and props (large equipment, backhoe, bobcat, ladders and other fire training equipment)

3. Outside facilities components, as follows:

- Drill tower
- Drafting pit
- Live fire training structure
- Emergency vehicle operations course (EVOC) — driver training area (could be on site or utilize other LFUCG properties nearby)
- Flammable liquids and gases and fuel distribution area for outdoor gas-fired props, such as the following:
 - Fuel spill fire
 - Vehicle fire (car, bobtail truck, other)
 - Dumpster fire
 - LP tank fire
 - Gas main break fire
 - Christmas tree fire
 - Industrial fire
- Hazardous materials containment and decontamination areas
 - Including turnout gear extractor/laundry equipment
- Restroom, locker, and shower facilities
- Outside classroom areas (could combine with rehabilitation areas, storage space, and/or restrooms)
- Respiratory protection training laboratory
- Storage space for portable equipment, vehicles, and props
- Bleachers for outdoor classes or observation of drill tower activities
- Outside rehabilitation areas (could combine with outside classroom, storage space, and/or restrooms)
- Technical rescue area (e.g., high angle, collapse, trench, confined space, vehicle extrication)
- Safety monitoring and control areas
- Rail incident training (with or without fire)
- Fire behavior laboratory (“flashover container”)
- Extinguisher training area
- Rapid intervention crew (RIC) (“Saving Your Own”) training prop

4. Infrastructure components, as follows:

- Water distribution, sewer, and other utilities
- Parking facilities (open and covered)
- Site maintenance equipment and facilities
- Environmental cleanup activities
- Communications
- Water filtration and reclamation

ATTACHMENT C – PROJECT SCHEDULE

ATTACHMENT C: Project Timeline for the Fire Training Center - Feasibility Study				
Task	Duration	Start	Finish	
RFP	48 Days	10/30/2018	12/17/2018	
RFP Advertisement	17 Days	10/30/2018	11/16/2018	
Pre-RFP Response Meeting	1 Day	11/6/2018	11/6/2018	
RFP- Responses Due	1 Day	11/16/2018	11/16/2018	
RFP Evaluation / A/E Recomm. and Law / Purchasing Review	5 Days	11/16/2018	11/21/2018	
Approved in Legistar Date	0 Days	11/26/2018	11/26/2018	
Council WS	1 Day	12/4/2018	12/4/2018	
Council 1st Reading	1 Day	12/4/2018	12/4/2018	
Council 2nd Reading	1 Day	12/6/2018	12/6/2018	
Council Winter Recess	Days	12/7/2018	01/--/2019	
Pre-Design Meeting, P.O., & NTP	1 Days	12/17/2019	12/17/2019	
Phase 1: Feasibility Analysis for Site(s) per Size Requirements	31 Days	12/17/2018	1/17/2019	
Work Plan & Schedule	14 Days	12/17/2018	12/31/2018	
Site Assessment Report	31 Days	12/17/2018	1/17/2019	
Cost Analysis Report	31 Days	12/17/2018	1/17/2019	
Site Ranking Report	31 Days	12/17/2018	1/17/2019	
Public Safety Training Center Analysis	31 Days	12/17/2018	1/17/2019	
Presentation To LFUCG For Phase 1	1 Day	1/17/2019	1/17/2019	
Owner Review & Comments	7 Days	1/17/2019	1/24/2019	
Owner Comments Incorporated	7 Days	1/24/2019	1/31/2019	
All Phase 1 Deliverables Received with Owner Comments Incorporated	1 Day	1/31/2019	1/31/2019	
Phase 2: Preliminary Site Planning, Amenities, and Improvements	31 Days	1/18/2019	2/18/2019	
Recommendations for a Public Safety Training Center	31 Days	1/18/2019	2/18/2019	
Conceptual Design for a Public Safety Training Center	31 Days	1/18/2019	2/18/2019	
Recommendations for Site Improvements & Amenities	31 Days	1/18/2019	2/18/2019	
Bubble Diagram for Site Improvements	31 Days	1/18/2019	2/18/2019	
Estimated Cost of Improvements	31 Days	1/18/2019	2/18/2019	
Operational/ On-going Maintenance Cost Estimate	31 Days	1/18/2019	2/18/2019	
Presentation To LFUCG For Phase 2	1 Day	2/18/2019	2/18/2019	
Owner Review & Comments	7 Days	2/18/2019	2/25/2019	
Owner Comments Incorporated	7 Days	2/25/2019	3/4/2019	
All Phase 2 Deliverables Received with Owner Comments Incorporated	1 Day	3/4/2019	3/4/2019	

Phase 3: Recommendations for the Final Design & Development for the Public Safety Training Center	30	Days	2/19/2019	3/21/2019
Final Report for Public Safety Training Center	30	Days	2/19/2019	3/21/2019
Presentation To LFUCG For Phase 3	1	Day	3/21/2019	3/21/2019
Owner Review & Comments	7	Days	3/21/2019	3/28/2019
Owner Comments Incorporated	7	Days	3/28/2019	4/4/2019
Final Report with Owner Comments Incorporated	1	Day	4/4/2019	4/4/2019

ATTACHMENT D – Current LFUCG Fire Training & Police K9 Site

The existing Police K9 and Fire Training Center property at 1345 Old Frankfort Pike shown below is available for consideration in the main site assessment. The existing Police K9 facility is being relocated.

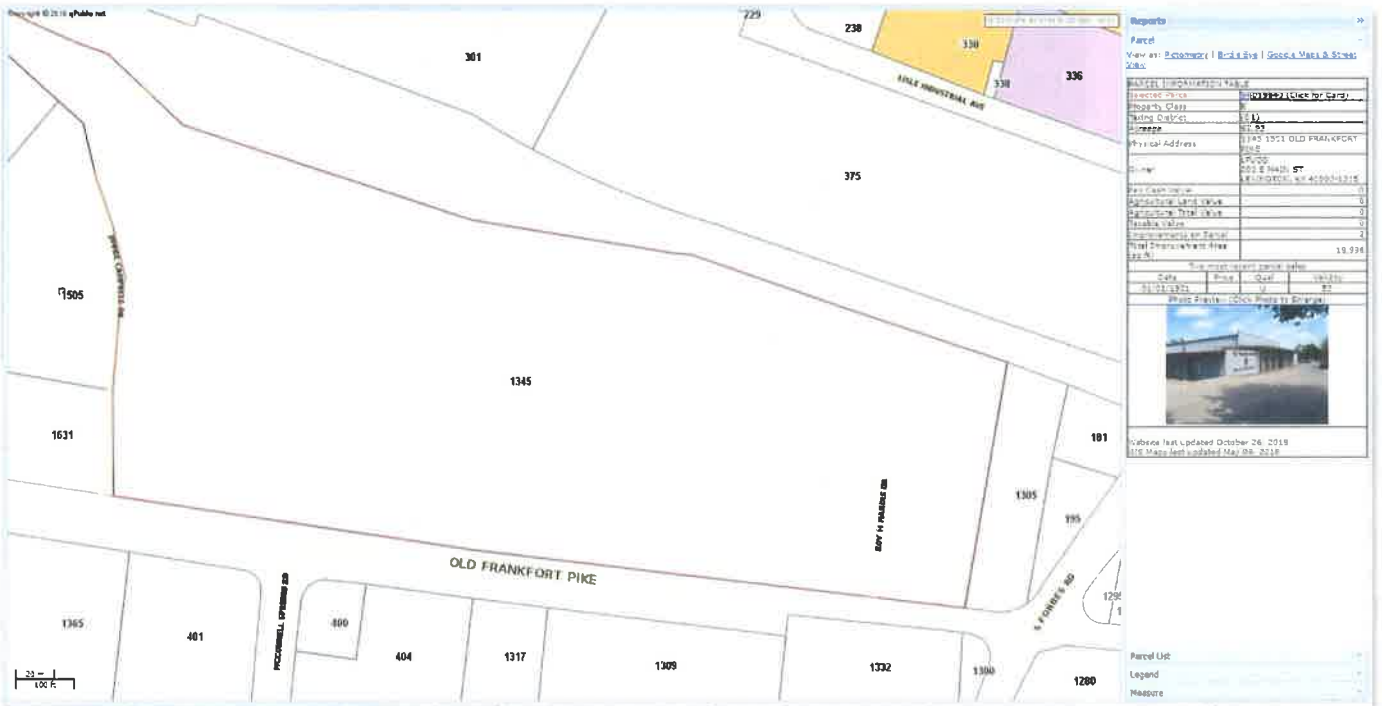


ATTACHMENT E - AVAILABLE LFUCG PROPERTY

The remaining LFUCG parcel shown in blue on the opposite side of the Town Branch at 1345 Old Frankfort Pike shall also be considered in the subsequent analysis utilizing the entire LFUCG property.



The aerial map and parcel maps below are generated from the Fayette County PVA website showing the extents of the existing LFUCG property at 1345 Old Frankfort Pike.



ATTACHMENT F – Current Lexington Fire Station #13

For reference only: the existing Lexington Fire Station #13 at 1432 Leestown Road – Parcel .2835 acres



Parcel

View: [Automatic](#) | [Bird's Eye](#) | [Aerial](#) | [Map & Street View](#)

PARCEL INFORMATION TABLE			
Parcel ID:	04022170 (Click for Details)		
Property Class:	0		
Planning District:	031		
acreage:	0.2835		
Physical Address:	1432 LEESTOWN RD		
Owner:	K.PUCG 200 E MAIN ST LEXINGTON, KY 40507		
Fair Cash Value:	0		
Agricultural Land Value:	0		
Agricultural Total Value:	0		
Market Value:	0		
Improvements on Parcel:	1		
Total Improvement Area (sq ft):	2,948		
Two most recent parcel sales			
Date	Price	Qual	Units
01/01/1951		10	#0
Photo Preview (Click Photo to Enlarge)			
Vehicle last updated October 17, 2019 GIS Area last updated May 09, 2018			

Parcel List

Legend

ATTACHMENT G – Existing GIS Flood Plain Mapping

The LFUCG GIS-generated aerial map below shows the existing FEMA flood plain for the LFUCG parcel property below. The outermost edge representing the 500-year flood plain, secondary outer edge representing the 100-year flood plain and heavy blue lines representing the water way of Town Branch.





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

EXHIBIT B

Proposal to provide
Professional Design Services for

RFP #39-2018 Fire Training Center Site Assessment and Feasibility Study

Lexington, Kentucky

November 16, 2018

COPY



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

November 16, 2018

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

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

Mr. Todd Slatin
Purchasing Director
LFUCG, Room 338
200 East Main Street
Lexington, KY 40507

RE: RFP #39-2018 Fire Training Center Site Assessment and Feasibility Study

Dear Mr. Slatin and Selection Committee:

Brandstetter Carroll Inc. (BCI) is pleased to present our qualifications for the LFUCG Fire Training Center Site Assessment and Feasibility Study. We are well acquainted with your unique project needs. The project scope you have outlined is very comprehensive and will allow the City to fully understand the current issues and opportunities for the Fire Training Center and Fire Station #3 Replacement at the designated site.

BCI will work with the City, Fire Department, City Staff, City Council, and key stakeholders to verify your needs, develop a plan for the future, and build consensus. At the conclusion of the study, the City will

- understand the current opportunities and limitations of the existing properties,
- have a comprehensive list of the site and facility space needs for a potential new fire training center and replacement fire station,
- identify improvements and amenities that meet all the criteria for a new fire training center and station, and
- have concept plans, renderings, site plans, and probable costs for training center and fire station development on each site.

The study will conclude with a recommended option for the City to consider. Armed with that information, the City can make informed decisions about moving forward with development of the recommended plan.

Throughout our 40-year history, Brandstetter Carroll Inc. (BCI) has specialized in designing a variety of public safety facilities for municipalities across the region, with a strong emphasis on Fire Stations. **Our portfolio includes close to 150 public safety projects, including 63 Fire Stations of which (2) were for the City of Lexington.** Many of the stations include a variety of training opportunities including many of the needs outlined in this RFP. BCI is very familiar with NFPA, FEMA, NIOSH, and other best practices regarding fire station and training center design. Key factors pointing to our selection for this project include:

1. **BCI has more public safety EXPERIENCE than any other professional firm in the region.** This includes public safety projects in Ohio, Kentucky, West Virginia and Tennessee. Specifically, the portfolio includes:

63	Fire Stations
25	Police Buildings
11	Jail Facilities
34	Courthouses
<u>9</u>	<u>EOC/911 Buildings</u>
142	Total Public Safety Projects

2. **BCI brings an EXPERIENCED DESIGN TEAM to LFUCG.** The Design Team will be organized under the management of Mike Carroll, AIA, Principal-in-Charge and the public safety expertise of Eric Chambers, AIA, Public Safety Architect. Eric's career focus is on public safety, and he has served in this capacity with the firm for the past 15 years. BCI also brings a qualified Civil Engineer in Charlie Schneider, P.E. Charlie also serves as the Aquatics Engineer for the firm. He is intimately familiar with swimming pool design, recirculation and filtration systems.

In addition to BCI's in-house expertise, STW Engineers will provide assessment and planning services for the mechanical, electrical, plumbing, fire protection and technology required for the project. BCI also will be using GOP Limited, LLC for Structural Engineering assessment and planning services. STW and GOP has provided engineering in collaboration with BCI, including both LFUCG Fire Stations.

3. **BCI brings a comprehensive PROCESS to the Owner.** The process focuses on meeting the needs of the citizens. BCI has the ability to provide the facility assessment, space planning, response time analysis, site selection, and facility design services in-house. Our process engages all key parties including firefighters, city staff, elected officials, stakeholders, and the public. We are accustomed to facilitating public meetings and all forms of public engagement.
4. **BCI places great emphasis on Feasibility Studies.** Since 1979, BCI has completed over \$3.0 billion in projects, of which 85% have been for units of local government. Many of these projects started with Feasibility Studies, to give the units of local government a roadmap to a successful project. These studies arm the government officials with the needed information to plan and fund for the needs of the community. We have a long and consistent history of completing studies that ultimately get built. We recently completed a study for the City of Wadsworth Fire Department in Ohio and the City of Frankfort Fire Department in Kentucky.

We appreciate the opportunity to continue to work with the City of Lexington in helping to design a new fire training and replacement station for the Lexington Fire Department in order to enhance their operations and provide better service to the community. We welcome the chance to discuss this project, exchange ideas, and share more thoughts on how we can work together to reach your goals in a collaborating effort.

Very truly yours,
Brandstetter Carroll Inc.



Mike Carroll, AIA
Vice President



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PERSONNEL

APPENDIX
REQUIRED FORMS





Section I
Firm/Team Experience

FIRM/TEAM QUALIFICATIONS

FIRM LOCATION

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, Cleveland, OH 44113 216.241.4480 (Phone) 216.736.7155 (Fax)	17300 Preston Road, Suite 310 Dallas, TX 75252 469.941.4926 (Phone) 469.941.4112 (Fax)
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The work for the site assessment feasibility study for the fire training center will be completed in BCI's Lexington home office. Project Contact for this assignment will be Mr. Michael E. Carroll, Vice President of BCI and Principal-in-Charge for this assignment. Mr. Carroll can be reached via email at mcarroll@bciaep.com.

Brandstetter Carroll Inc. (BCI) has been providing professional services for nearly 40 years and has grown to include a knowledgeable, skilled staff that includes Architects, Civil Engineers, Transportation Engineers, Landscape Architects, Interior Designers, LEED Accredited Professionals, Professional Surveyors, Construction Administrators, and Resident Inspectors.

BCI has a diverse portfolio of fire station, police station and 911/EOC buildings making the firm one of the most recognized regional architecture and engineering firms in the public safety field. Because of the firm's strong reputation, BCI has had the opportunity to work on many esteemed public safety projects in the region including the Replacement Fire Station #2 located off Eastland Parkway & the new fire station #24 located off Citation Boulevard. The firm has designed the following public safety projects throughout Kentucky, Ohio and West Virginia:

- 63** Fire Stations (many started as studies)
- 25** Police Stations
- 11** Jail Facilities
- 34** Courthouses/ Judicial Centers
- 9** 911/EOC Buildings

133 Public Safety Projects!

FIRM BREAKDOWN BY DISCIPLINE

Administrative	10	Transportation Engineer	2
Architect	16	Interior Designer	2
CADD Technician	9	Landscape Architect	4
Civil Engineer	7	Technician Analyst	5
Construction Inspector	4	LEED AP/LEED GA	10

BRANDSTETTER CARROLL INC. FIRM PRINCIPALS

Benjamin E. Brandstetter, P.E.	President
Bruce G. Brandstetter, PE	Senior Vice President
Michael E. Carroll, AIA	Senior Vice President
Monica G. Sumner, RA, CID	Vice President
Patrick D. Hoagland, ASLA	Principal



FIRM/TEAM QUALIFICATIONS

Nancy K. Nozik, AIA	Principal
Richard T. Parker, AIA	Principal
Elizabeth S. Holser, AIA	Principal

CONFLICT OF INTEREST STATEMENT

BCI and its Consultants have no conflicts of interest in providing professional services for this project and can enter a contract upon award.

SUB-CONSULTANT UTILIZATION

Shrout Tate Wilson (STW)	628 Winchester Road
MEP Engineers	Lexington, KY 40505

Shrout Tate Wilson Engineers has been providing outstanding consulting engineering service for almost 33 years, since the firm's beginning in 1981. STW's technical expertise is with mechanical, electrical, plumbing and fire protection systems. The Lexington based firm has been successful with steady growth to a staff of 23 members and the opening of a Louisville office in 2013. STW is committed to providing engineering solutions that exceed client expectations! The firm currently has the following qualification and accreditations.

- Professional Engineers (PE) – 6
- LEED Accredited Professionals (LEED AP) - 6
- Certified Commissioning Authorities (CxA) - 4
- Certified Energy Managers (CEM) – 3
- Registered Communications Distribution Designer (RCDD) – 1

The firm has the following relevant experience:

- LFUCG Replacement Fire Station #2
- LFUCG Central Fire Station
- LFUCG Transit Center
- West Liberty 911 Call Center
- Scott County Fire Station #4 Addition/Renovation
- Scott County Emergency Management System
- Scott County Fire Department

GOP Limited (GOP)	644 Linn Street, Suite 936
Structural Engineer	Cincinnati, OH 45203-1738

GOP Limited (formerly Graham, Obermeyer and Partners, Ltd) is an 11-person structural engineering firm located in Downtown Cincinnati certified as a Small Business Enterprise (SBE) by the City of Cincinnati, certified EDGE by the State of Ohio and registered SBE with the Federal Central Contractor Registration (CCR). The firm has a reputation for a combination of experience and academic training which yields solid problem solving and innovative design. The firm's mission is to provide clients with innovative, yet practical and functional structural design that meets the specific needs of each client and project.

- LFUCG Replacement Fire Station #2
- Woodpoint Firehouse
- Hebron Fire Station #1
- Edgewood Municipal Building
- Covington Firehouse #8
- Campbell County Firehouse
- Rising Sun Firehouse
- Fire Station #18 Roof Joist Analysis
- Cincinnati Fire Department Training Facility
- Route 50 Fire Station

FIRM/TEAM QUALIFICATIONS

Robert Pass + Associates
Cost Estimating Consultant

309 E Market Suite 302
Louisville, KY 40202

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

OTHER SERVICES

The RFP and addendum state the City will be handling the Geotechnical and Survey services. These services are not being provided by our team. If these services are needed, BCI can provide these for the study as an additional service.



Fire Station No. 2, Lexington, Kentucky



Section II
Project Approach/Work Plan

PROJECT APPROACH/WORK PLAN

GENERAL UNDERSTANDING

BCI has enjoyed a long and rewarding relationship with the City of Lexington. BCI has completed many successful projects for the City over the course of this relationship, including the two most recent fire station projects, Replacement Station 2 on Eastland Drive, and the new Station 24 on Magnolia Springs Drive. In addition to working for the City, we have worked within Fayette County for several clients on a multitude of projects.

BCI has a vast knowledge of fire operations and best practices and understands the importance of maintaining those operations for successful and efficient operations. The responsiveness of the Fire Fighters and EMT's are critical to saving lives and we understand that training plays a critical role in that responsiveness. Therefore, the BCI Team believes strongly that the design of fire stations and training facilities are critical to assisting in that responsibility. This replacement station and training facility is critical to be able to train the firefighters and to improve their response to the City and its' citizens.

BCI has provided many of the items outlined in the RFP's Attachment A Department Needs in many of our fire stations. The Administration and Support Facilities, Interior Instructional Facilities, Outdoor Provisions, and Infrastructure Needs are very important and each has their own unique challenges and opportunities that must be analyzed for this project.

Key Project Features and Requirements:

Administrative Needs:

- Staff of 15, which includes (1) Bureau Commander, (1) Executive Officer, (1) Administrative Assistant, and (12) Training Officers
- Events of 400 people to be accommodated
- Daily Capacity of 250 people to be accommodated
- Offices
- (2) Conference Areas ((1) for 15 people and (1) for 30 people)
- Restrooms, Locker Rooms, and Shower Facilities
- IT Room and IT Office with Graphics and A/V Preparation Area
- Library
- Work Room Area
- Records Storage and Miscellaneous Storage and Equipment Rooms
- Medical/Infirmary Area
- Computer Lab and Training Facilities accommodating 50 people
- Video Production and Multimedia and Broadcasting area with soundproof walls
- SCBA Maintenance and Repair Area
- Apparatus and Light Vehicle Storage.

Indoor Instructional Needs:

- "Clean and Dirty" Classrooms that are flexible (Operable Partitions to accommodate 30 to 100 people)
- Breakout Rooms
- Auditorium (portable raised platform)
- Fitness Room for 30 people
- Training Pool (12' Deep) for Water Rescue Training
- Special Training Labs with Storage for Props
- Technical Training Areas
- A/V and Technology to do distance learning and recording
- Arson Lab
- EMS and Rescue Training Lab

PROJECT APPROACH/WORK PLAN

Outdoor Needs:

- EVOC area
- Training Structure
- Drill Tower, Drafting Pit, Technical Training Area, Rail Incident Training Area, Extinguisher Training Area, other Outdoor gas-fired props with bleachers
- Storage for flammable liquids, gases, and fuel distribution
- Restrooms, Lockers, Shower Facilities
- Hazardous Materials Containment and Decontamination Areas
- Respiratory Protection training lab
- Storage
- Outdoor classrooms and Rehabilitation Areas with bleachers
- Safety Monitoring and Control Areas
- RIC Training Prop
- Fire Behavior Lab

Infrastructure Needs:

- Utilities
- Water Distribution
- Parking Facilities both open and covered
- Water Reclamation and Filtration
- Communications
- Environmental Cleanup
- Site Maintenance and Equipment Facilities
- Fire Alarm
- Sprinklers and Pumps

PROJECT APPROACH AND WORK PLAN

Scope of Services

Phase 1: Feasibility Analysis of Outlined Site Location(s):

- BCI will conduct a Kickoff Meeting with City Staff and the Fire Department to discuss parameters of the study, work plan, and establishing a schedule.
- BCI will perform an assessment of the existing site(s) to provide an objective determination of whether the site(s) are appropriate to meet the needs of the current and anticipated fire service and training center. This will include the site size, land use, easements, setbacks, accessibility, utilities, parking, and constraints. This will culminate in a Site Assessment Report.
- BCI will analyze and include considerations for the Future Town Branch Trail Masterplan integration.
- BCI will develop a cost analysis for each site location. The cost analysis shall provide land and construction costs, and operational costs.
- BCI will perform a site evaluation ranking to help determine the site to utilize for the Training Center. Due to the extent of BCI's study services for units of local government, BCI has established a metric for site evaluation and ranking that will be used in this study.
- BCI will develop a comprehensive building program for the Training Center, EMS Medical Training Center, Maintenance Facility, and Replacement Fire Station #3.
- BCI will develop preliminary design diagrams for understanding of the existing properties.
- BCI will provide a comprehensive Public Safety Training Center Analysis Report with all the necessary information discussed and analyzed during this Phase.
- BCI will present to the LFUCG City Council, LFUCG Department of General Services, and Fire Department.

PROJECT APPROACH/WORK PLAN

Phase 2: Preliminary Site Planning and Identification of Improvements and Amenities:

- BCI will work diligently with the Lexington Fire Department staff and key stakeholders, while applying our knowledge of "best practices" for Fire Station Design and current code requirements, to develop recommendations for the Training Center.
- BCI will develop conceptual designs for the Training Center and review and refine with the Lexington Fire Department.
- BCI will develop site improvements and amenities.
- BCI will develop site diagrams to show how the needs identified in Attachment A can be met. These are very important since there are very specific needs for the Training Center including specific equipment that must be housed or stored at the facility.
- BCI will develop diagrams for depicting the possible outcomes.
- BCI will develop a cost analysis for the Construction and Improvements outlined in this Phase.
- BCI will present to LFUCG Department of General Services and Fire Department. Presentations to City Council are available upon request.

Phase 3: Recommendations for the Final Design and Development of the Training Center:

- BCI will review and consider the comprehensive findings of the previous tasks.
- BCI will recommend steps for the implementation of a Public Safety Training Center.
- BCI will prepare the final report and joint use recommendations.
- BCI will prepare final graphic visuals to represent the recommendations. This will include the site plan, renderings, and floor plans.
- BCI will present the final report to LFUCG staff and Fire Department staff.
- Presentations to City Council are available upon request.

In conclusion, the BCI team is committed to this project and understands that it is an essential project for the City of Lexington and Fire Department to complete successfully. BCI considers the City of Lexington a valued client. The firm will work diligently with the City and Fire to complete this project in the most cost effective, expeditious way it can be achieved. We believe our references will speak to this commitment and our ability to perform and complete projects successfully.

A. Commitment to Energy Efficient Buildings

The firm currently has 10 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 site, water, energy, indoor environmental quality, materials and resources, as well as innovation and design. All of these concepts are inter-related 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. Members of the Team have earned the following LEED certifications for their clients:

BCI LEED Experience

- Kentucky Association of Counties Office is **LEED Gold Certified**
- 308 East 8th Street Office Building is **pending LEED Silver certification**
- Wolfe County Judicial Center is **LEED Silver Certified**

STW LEED Experience

- Bernheim Arboretum Visitor's Center was KY's first **LEED Platinum** Project
- Jim Beam American Stillhouse Visitor's Center received **LEED Gold**
- Kentucky National Guard Readiness Center is **LEED Silver** (self-certified)

PROJECT APPROACH/WORK PLAN

- Glasgow High School is **LEED Certified**
- Montgomery County Elementary School is **LEED Certified** (self-certified)

B. Coordination of Disciplines and Quality Control Program/Client Satisfaction

Quality Control/ Assurance Program

BCI's QC/QA program was developed as a result of the Firm's commitment to earning customer loyalty based upon the consistent ability to deliver quality service and projects to our clients. The BCI program placed emphasis on the fact that quality control begins with the first project meeting and continues through the life of the project.

BCI believes QC/QA is just as important through the process of a Study as it is for design and construction. BCI has seen in 40 years of service and providing various study services to a variety of municipalities, there is a definitive process that must be followed, and this is the way in which we can monitor the quality and success of a study. Those four steps are:

1. **Identification of Needs:** This has been started by your team.
2. **Formulation of a Plan:** This will be the first part of the process but will culminate with the final report. This plan must be followed through implementation. This step is critical in moving forward.
3. **Building Consensus:** This is critical if the project is to be implemented. BCI believes that our process and our ability to work with your team will allow us to build consensus with your team, City Officials, and the Citizens of Lexington.
4. **Funding and Implementation:** This step is essential, or the study is worthless. However, in our experience, once consensus is developed this step is much easier to navigate.

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 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.

C. Continuing Education Program

BCI has conducted internal education programs for staff for over 15 years. The internal program supplements employee's participation in continuing education programs outside of the office as part of license requirements and individualized employee professional development plans. Each employee reviews their professional development plan annually with their supervisors to monitor and refine their plan of action to grow professionally in specific areas of expertise.

The program is titled "Tier II" and aimed at the second tier of leadership and up and coming project managers. Topics in this program included, but were not limited to: contract documents; project management; ADA accessibility; professional liability; customer service; and much more.

The firm has recently assigned an Education Committee to form a long range plan for a broader effort to assist in all employees' professional development. The Committee conducted a survey of staff to identify the individual's needs and desires for continuing education and professional development. The goals of the committee are:

1. Provide education opportunities for staff to assist in obtaining required continuing education
2. Provide mentoring opportunities for younger staff
3. Provide orientation for new staff

PROJECT APPROACH/WORK PLAN

The plan involves a variety of venues including:

1. In office lunch programs
2. new staff orientation and mentoring
3. sharing of in-house talents, webinars, on-line sessions
4. professional society local and national programs

A copy of the firm's complete Continuing Education Plan is available upon request.

D. Current Workload

BCI's Architecture division is currently at 60% capacity. The Project Team is able to start this project immediately if awarded.

Current Design Projects

Morgan Township Fire Department
Okeana, Ohio
Schematic Design

BG Police Evidence
Bowling Green, Kentucky
Construction Documents

Nicholas County Judicial Center
Carlisle, Kentucky
Construction Documents

Fairborn Public Works
Fairborn, Ohio
Construction Documents

E. References

Michael Todd Reece, Assistant Chief

Department of Fire and
Emergency Services
219 East Third Street
Lexington, KY 40508
859.231.5600
hoskins@lexingtonky.gov

Jamshid Baradan, Director

LFUCG Department of General
Services
200 East Main Street
Lexington, KY 40507
859.258.3054
jbaradan@lexingtonky.gov

Matt Hiscock, Director of Public Safety

City of Wadsworth
120 Maple Street
Wadsworth, Ohio 44281
330.335.2705
mhiscock@wadsworthcity.org

Wayne Briscoe, Chief

Frankfort Fire Department
300 W Second Street
Frankfort, KY 40601
502.875.8511
wbriscoe@frankfort.ky.gov

Rob Anderson, City Manager

City of Fairborn
44W Hebble Ave
Fairborn, OH 45324
937.754.3030
fairborn@ci.fairborn.oh.us

Jeff Galloway, Chief

Morgan Township Fire Department
5654 Cincinnati- Brookeville Road
Okeana, OH 45053
513.738.4513
jgalloway@morgantwptd.org

PROJECT APPROACH/WORK PLAN

F. Schedule

Brandstetter Carroll Inc. can execute the entire project scope as indicated in the RFP, attachment included below. Brandstetter Carroll Inc. understands this study is important to the city and fire department and its completion is crucial in their ability to budget, fund, ultimately design, and construct this facility. Brandstetter Carroll Inc. will work diligently with the city and fire department to complete this endeavor on time.

ATTACHMENT C: Project Timeline for the Fire Training Center - Feasibility Study				
Task	Duration	Start	Finish	
RFP	48 Days	10/30/2018	12/17/2018	
RFP Advertisement	20 Days	10/30/2018	11/16/2018	
Pre-RFP Response Meeting	1 Day	11/6/2018	11/6/2018	
RFP- Responses Due	1 Day	11/16/2018	11/16/2018	
RFP Evaluation / A/E Recomm. and Law / Purchasing Review	6 Days	11/16/2018	11/21/2018	
Approved in Legistar Date	0 Days	11/26/2018	11/26/2018	
Council WS	1 Day	12/4/2018	12/4/2018	
Council 1st Reading	1 Day	12/4/2018	12/4/2018	
Council 2nd Reading	1 Day	12/6/2018	12/6/2018	
Council Winter Recess	Days	12/7/2018	01/--/2019	
Pre-Design Meeting, P.O., & NTP	1 Days	12/17/2019	12/17/2019	
Phase 1: Feasibility Analysis for Site(s) per Size Requirements	31 Days	12/17/2018	1/17/2019	
Work Plan & Schedule	14 Days	12/17/2018	12/31/2018	
Site Assessment Report	31 Days	12/17/2018	1/17/2019	
Cost Analysis Report	31 Days	12/17/2018	1/17/2019	
Site Ranking Report	31 Days	12/17/2018	1/17/2019	
Public Safety Training Center Analysis	31 Days	12/17/2018	1/17/2019	
Presentation To LFUCG For Phase 1	1 Day	1/17/2019	1/17/2019	
Owner Review & Comments	7 Days	1/17/2019	1/24/2019	
Owner Comments Incorporated	7 Days	1/24/2019	1/31/2019	
All Phase 1 Deliverables Received with Owner Comments Incorporated	1 Day	1/31/2019	1/31/2019	
Phase 2: Preliminary Site Planning, Amenities, and Improvements	31 Days	1/18/2019	2/18/2019	
Recommendations for a Public Safety Training Center	31 Days	1/18/2019	2/18/2019	
Conceptual Design for a Public Safety Training Center	31 Days	1/18/2019	2/18/2019	
Recommendations for Site Improvements & Amenities	31 Days	1/18/2019	2/18/2019	
Bubble Diagram for Site Improvements	31 Days	1/18/2019	2/18/2019	
Estimated Cost of Improvements	31 Days	1/18/2019	2/18/2019	
Operational/ On-going Maintenance Cost Estimate	31 Days	1/18/2019	2/18/2019	
Presentation To LFUCG For Phase 2	1 Day	2/18/2019	2/18/2019	
Owner Review & Comments	7 Days	2/18/2019	2/25/2019	
Owner Comments Incorporated	7 Days	2/25/2019	3/4/2019	
All Phase 2 Deliverables Received with Owner Comments Incorporated	1 Day	3/4/2019	3/4/2019	
Phase 3: Recommendations for the Final Design & Development for the Public Safety Training Center	30 Days	2/19/2019	3/21/2019	
Final Report for Public Safety Training Center	30 Days	2/19/2019	3/21/2019	
Presentation To LFUCG For Phase 3	1 Day	3/21/2019	3/21/2019	
Owner Review & Comments	7 Days	3/21/2019	3/28/2019	
Owner Comments Incorporated	7 Days	3/28/2019	4/4/2019	
Final Report with Owner Comments Incorporated	1 Day	4/4/2019	4/4/2019	



Section III
Relevant Experience

Lexington Fire Stations No. 2 and No. 24

Lexington, Kentucky



Project Information

Lexington Fire Station No. 2

Owner: Lexington-Fayette Urban County Government

Contact: Jamshid Baradan
Director
859.258.3054
jbaradan@lexingtonky.gov

Completed: 2017

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 will also 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 on-site including a full kitchen, dormitories, and locker rooms.



Project Information

Lexington Fire Station No. 24

Owner: Lexington-Fayette Urban County Government

Contact: Jamshid Baradan, Director
859.258.3054
jbaradan@lexingtonky.gov

Complete: In Construction

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 reviewed the site conditions, including the 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 determine the size of the building and work with their engineers to determine the utility locations so that the City could negotiate with the developer for the purposes of identifying and routing utilities to the proposed site.

The project is now under construction and expected to be complete in Spring 2019.



Berea Municipal Police and Fire Safety Building

Berea, Kentucky

Project Information

Owner: City of Berea

Contact: Randy Stone, City Administrator
(859) 986-8528
rstone@bereaky.gov



The current Berea City Hall has a long standing reputation as being a "Center of Town" building within the historic City of Berea. Over the course of its life it has been renovated several times to accommodate different programs and departments.

Brandstetter Carroll, Inc. originally performed a study for the City of Berea to determine if it would be feasible to yet again renovate the building and provide an addition to house Police and Fire operations. Following the completion of the study, the City agreed that it would be in the best interest of the community to proceed with Brandstetter Carroll's recommendation and move forward with the project in April of 2015.

The existing City Hall is just over 12,000 square feet consisting of a basement and two stories. This space was renovated to better suit the City Administration, Finance and Planning Departments. Approximately 32,000 square feet was added to the building for the Police and Fire Departments which house administration, evidence, vehicles, apparatus and living quarters.

Maintaining an aesthetic appeal consistent with the "Center of Town" context was a large component to the project. This was achieved through the use of local materials such as brick and stone. In addition, circulation patterns were tirelessly studied to derive the best outcome as the public, police and fire all have different circulation routes and access points to and from the building.

In July of 2016 the project bid and the contract was awarded. In the following month of August the ground breaking was celebrated..

Wadsworth Fire Station 1 Needs Assessment Study

Wadsworth, Ohio

Project Information

Owner: City of Wadsworth

Contact: Matt Hiscock, Director of Public Safety
330.335.2709
mhiscock@wadsworthcity.org

The City of Wadsworth has outgrown their central Fire Station No. 1. Brandstetter Carroll is working with the City and the Fire Department to assess the current Fire Station for renovation or replacement, identify a Space Needs Program for a potential new Fire Station, perform a Site Selection Study, and prepare Conceptual Planning for renovation or replacement of Fire Station 1.

The scope includes an analysis of response times from potential locations to ensure recommended coverage from both Fire Station 1 and Fire Station 2. Consideration is also given to all current Fire Station design and operation recommendations, as well as the size of current and future apparatus.

The Study will provide the City with an objective assessment of the needs for both facility and operations.



Owensboro – Daviess County ARFF

Owensboro, Kentucky

Project Details

Owner: Owensboro-Daviess County Regional Airport

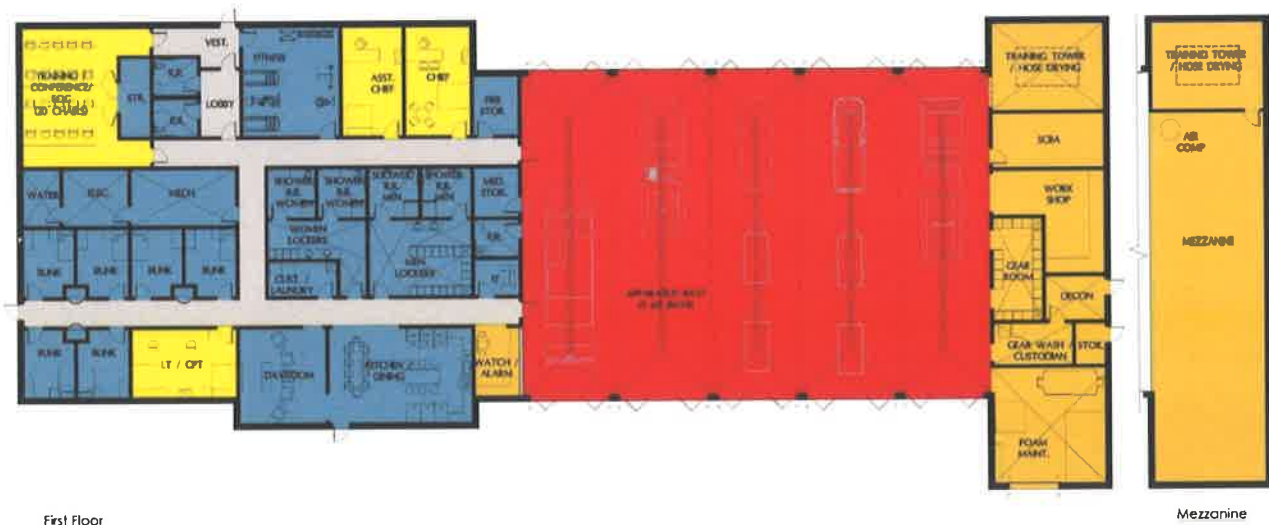
Contact: Bob Whitmer, Airport Director
270.685.4179
airport@owb.net
Dwane Smeathers, Chief
270.685.8440

Completed: In Construction

Brandstetter Carroll Inc. designed a 15,000 square foot Aircraft Rescue Fire Fighting Facility for Owensboro-Daviess County Regional Airport. This fire station is a dual use station that is not only an ARFF but also a County/City Station on the west side of the County. This station is designed with 5 apparatus bays, 5 bunk rooms, a full kitchen, locker rooms, and a training/EOC room along with a training tower for multiple training opportunities. The facility's completion is expected in January of 2019.



Floor Plan Concept



First Floor

Mezzanine

- BAYS
- BAY SUPPORT
- ADMIN
- BUILDING SUPPORT
- CIRCULATION



Section IV
Personnel

MICHAEL E. CARROLL, AIA

Principal-in-Charge



EDUCATION

University of Cincinnati, Bachelor of Architecture

College of Design, Art, Architecture: The Harvard Graduate School of Design, "The New American Courthouse"

RELEVANT PROJECTS

- LFUCG Fire Station No. 2, Lexington, Kentucky
- LFUCG Fire Station No. 24, Lexington, Kentucky
- Berea Municipal Police and Fire Facility, Berea, Kentucky
- Owensboro-Daviess County Air Rescue Firefighting Facility, Owensboro, Kentucky
- Fort Mitchell Municipal Facility, Fort Mitchell, Kentucky
- Morgan Township Fire Station, Morgan Township, Ohio
- Solon Fire Station, Solon, Ohio
- Lebanon Fire Station No. 2 Renovation, Lebanon, Ohio
- Ashland Police Headquarters, Ashland, Kentucky
- Danville Municipal Building, Danville, Kentucky
- Bryan Police and Fire Complex, Bryan, Ohio

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

Project Manager & Public Safety Architect



EDUCATION

University of Kentucky, Bachelor of Architecture, Business Minor

PSMS FIERO Design Symposium 2016

Cancer Awareness and Prevention Program in Fire Industry

RELEVANT PROJECTS

- Frankfort Fire Station Study, Frankfort, Kentucky
- Wadsworth Fire Station 1 Needs Assessment Study, Wadsworth, Ohio
- LFUCG Fire Station No. 2, Lexington, Kentucky
- LFUCG Fire Station No. 24, Lexington, Kentucky
- Berea Municipal Police and Fire Facility, Berea, Kentucky
- Owensboro-Daviess County Air Rescue Firefighting Facility, Owensboro, Kentucky
- Clark County Emergency Operations Center, Winchester, KY
- Morgan Township Fire Station, Morgan Township, Ohio
- Fort Mitchell Municipal Facility, Fort Mitchell, Kentucky
- Georgetown Police Department, Georgetown, Kentucky
- Bryan Police and Fire Complex, Bryan, Ohio
- Cincinnati Police Department Headquarters, Cincinnati, Ohio
- Broadview Heights EOC, Broadview Heights, Ohio
- Somerset City Hall, Somerset, Kentucky

CHARLIE S. SCHNEIDER, P.E., AFO, CPO

Aquatics/Civil Engineer



EDUCATION

University of Texas

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

RELEVANT PROJECTS

- LFUCG Fire Station No. 2, Lexington, Kentucky
- LFUCG Fire Station No. 24, Lexington, Kentucky
- Stow Fire Station No. 2 Site Development, Stow, Ohio
- Stow Fire Station No. 3 Site Development, Stow, Ohio
- North Olmsted Fire Station No. 2 & Emergency Operation Center Site Development, North Olmsted, Ohio
- Ashland Police Headquarters Site Development, Ashland, Kentucky
- Irvine Police Headquarters Site Development, Irvine, Kentucky
- Danville City-Wide Municipal Facilities Study Site Development, Danville, Kentucky
- Hamburg Pavilion YMCA Pool, Lexington, Kentucky
- Juniper Hill Family Aquatic Center, Frankfort, Kentucky
- Paradise Cove Family Aquatic Center, Richmond, Kentucky

MARK E. HORMAN, ASLA

Landscape Architect



EDUCATION

University of Kentucky,
B.S. Landscape Architecture

RELEVANT PROJECTS

- LFUCG Fire Station No. 2, Lexington, Kentucky
- LFUCG Fire Station No. 24, Lexington, Kentucky
- Solon Fire Station, Solon, Ohio
- Stow Municipal Court, Stow, Ohio
- Elyria Municipal Court, Elyria, Ohio
- Kenton County Jail, Covington, Kentucky
- Hart County Judicial Center, Munfordville, Kentucky
- Fire Station, Elizabethtown, Kentucky
- Cincinnati Police Department Headquarters, Cincinnati, Ohio
- Somerset City Hall, Somerset, Kentucky

E. TYLER WILSON, P.E., RCDD, LEED AP, CEM

Principal-in-Charge, Electrical Engineer



RELEVANT PROJECT EXPERIENCE

- LFUCG Lexington Fire Station #24 Site Utility Feasibility
- LFUCG Lexington Fire Station #2
- Madison County Emergency Medical Services Building
- West Liberty 911 Call Center
- Bernheim Arboretum and Research Forest Visitor Center (LEED Platinum)
- Jim Beam American Stillhouse (LEED Gold)

DAVID EPPERSON, P.E.

Electrical Engineer



RELEVANT PROJECT EXPERIENCE

- Lexington Fire Station #2
- Lexington Fire Station #24 Feasibility Study
- Lexington Fire Station #1 Generator Project
- Lexington Fire Department Maintenance Building Phase 2
- Berea Municipal, Police, & Fire Safety Building
- Bourbon County Fire Station
- Madison County Emergency Services Building
- Scott County Fire Station #4 Renovation & Addition*
- Scott County Emergency Management System
- Scott County Fire Department (Sadieville)
- CHFS Emergency Operations Center

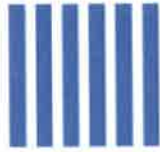
BRANDON SLUSHER, P.E.

Mechanical Engineer



RELEVANT PROJECT EXPERIENCE

- Lexington Fire Station #2
- Lexington Fire Station #24
- Madison County Emergency Medical Services Building
- New Fayette County Elementary School
- Glendover Elementary School Renovation
- Eastern Kentucky University Clean Agent Fire Suppression
- Saint Peter Claver Catholic Church
- University of Kentucky Erikson Hall Renovation



MICHAEL A. FRANK, P.E.

President, Senior Project Manager



Michael A. Frank, P.E., President and Senior Project Manager, has 30+ years of comprehensive experience in structural engineering analysis and design of buildings, bridges, retaining walls and other structures. His experience includes new facilities, additions and renovations of existing facilities, seismic design, load analysis, feasibility studies, forensic investigations and expert testimony. His designs include use of structural steel, reinforced concrete, pre-stressed concrete, masonry, aluminum and wood. Frank joined the firm in 1977, became a partner in 1988, vice-president in 1994 and president in 2004.

JOHN S. DORICH, LEED AP

Project Manager



Mr. Dorich's twenty years of comprehensive structural engineering experience includes the structural analysis and design of buildings, retaining structures, feasibility studies, seismic design, forensic investigations and the renovation of existing structures. He joined the firm in 2000 and became a principal in 2013. He currently serves as Secretary/Treasurer.

GOP RELEVANT PROJECT EXPERIENCE

- **LFUCG Fire Station No. 2**, Lexington, Kentucky
- **LFUCG Fire Station No. 24**, Lexington, Kentucky
- **Florence Fire Station #3**, Florence, Kentucky
- **Hebron Fire Station #1**, Hebron, Kentucky
- **Covington Firehouse #8**, Latonia, Kentucky
- **Campbell County Firehouse**, Cold Springs, Kentucky
- **Rising Sun Firehouse**, Rising Sun, Indiana
- **Fire Station #18 Roof Joist Analysis**, Cincinnati, Ohio
- **Cincinnati Fire Department Training Facility**, Cincinnati, Ohio
- **Fire Station**, Fairfield, Ohio
- **Route 50 Fire Station**, Milford, Ohio
- **Mason Fire Station Addition**, Mason, Ohio
- **Edgewood Municipal Building**, Edgewood, Kentucky



ROBERT G. PASS

Architectural/Structural/Civil Estimator

RELEVANT PROJECT EXPERIENCE

- Historic Fayette County Courthouse Renovation, Lexington, KY
- Lexington Fire Station #2
- Lexington Fire Station #24
- Lexington Senior Center, Lexington, KY
- Indoor Equestrian Event Arena, Kentucky Horse Park, Lexington, KY
- Highview Fire Station #3, Louisville, KY
- Middletown Fire Headquarters, Louisville, KY
- Army Aviation Support Facility, Boone National Guard Armory, Frankfort, KY
- US Air Force Academy, Fire Station #3, Colorado Springs, CO
- MetroSafe Phase II, Louisville, KY
- Police Headquarters, Jeffersonville, IN



Appendix
Required Forms

AFFIDAVIT

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

1. His/her name is Benjamin E. Brandstetter 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.



STATE OF Kentucky

COUNTY OF Fayette

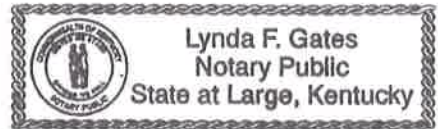
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Benjamin E. Brandstetter on this the 15th day

of November, 2018.

My Commission expires: August 9, 2020


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	5		5														5	
Professionals	24	18	5	1													19	5
Superintendents																		
Supervisors	7	6	1														6	1
Foremen																		
Technicians	11	10	1														10	1
Protective Service																		
Para-																		
Office/Clerical	4		4															4
Skilled Craft																		
Service/Maintenan																		
Total:	51																35	16

Prepared by: Jennifer Sizemore, Human Resources Date: 11 / 15 / 2018

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Brandstetter Carroll Inc.

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

Contact Name: Benjamin E. Brandstetter 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 # 39-2018

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

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

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

Brandstetter Carroll Inc.
Company


Benjamin E. Brandstetter
Company Representative

November 15, 2018
Date

President
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 39-2018

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. N/A					
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.

Brandstetter Carroll Inc.
Company

November 15, 2018
Date

Benjamin E. Brandstetter
Company Representative

President
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 39-2018

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

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

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

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

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

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 # 39-2018

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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 # 39-0218

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.

Brandstetter Carroll Inc. _____

Company

November 15, 2018 _____

Date



Benjamin E. Brandstetter _____

Company Representative

President _____

Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

November 15, 2018

Date

ATTACHMENT B – FORM OF PROPOSAL

Design Services for a New Lexington Training Center Feasibility Study

Request for Proposal No. 39-2018

Form of Proposal

Consultant:

Brandstetter Carroll Inc.

Address: 2360 Chauvin Drive, Lexington, KY 40517

General

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
 - b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
 - c. The undersigned agrees that this proposal constitutes a firm offer to the City of Lexington which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the City of Lexington and a third party, whichever occurs earlier.
 - d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the City of Lexington (see sample agreement **Exhibit D**). 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 construction costs and references.
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. Ability to meet required deadlines (**See Exhibit A**). 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. Proposals are limited to 15 single-sided pages not including the required City of Lexington documents and as outlined in the RFP. Proposals in excess of these requirements may not be considered.
 4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The City of Lexington assumes no responsibility for such costs. The City of Lexington reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
 5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the 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 Exhibit A**) 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 City of Lexington with services as noted in these specifications.

<u>Phase 1: Cost</u>	\$ <u>15,000</u>
Feasibility Analysis for Site(s) per Size Requirements (percentage of total costs)	<u>43 %</u>
<u>Phase 2: Cost</u>	\$ <u>10,000</u>
Preliminary Site Planning, Amenities, and Improvements (percentage of total costs)	<u>28.5 %</u>
<u>Phase 3: Cost</u>	\$ <u>10,000</u>
Recommendations for the Final Design & Development for the Public Safety Training Center (percentage of total costs)	<u>28.5 %</u>
<u>Total Architectural/ Engineering Services</u> (total lump sum cost of all three phases combined)	\$ <u>35,000</u>

7. **Unit Pricing** Brandstetter Carroll Inc

- a. The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>180</u> \$/HR
<u>Senior Reg. Architect</u>	<u>130</u> \$/HR
<u>Senior Reg. Engineer</u>	<u>130</u> \$/HR
<u>Reg. A/E</u>	<u>110</u> \$/HR
<u>Landscape Architect</u>	<u>110</u> \$/HR
<u>Intern Architect or EIT</u>	<u>75</u> \$/HR
<u>AutoCAD/GIS</u>	<u>65</u> \$/HR
<u>Clerical</u>	<u>55</u> \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

- c. 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 %
 - d. Reimbursables will be based on actual costs.
-

7. Unit Pricing Shroul Tate Wilson

- a. The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
Principal _____	165.00 \$/HR
Senior Engineers _____	115.00 \$/HR
Design Engineer _____	85.00 \$/HR
CADD _____	65.00 \$/HR
Clerical _____	55.00 \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR
_____	____ \$/HR

- c. 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 %
- d. Reimbursables will be based on actual costs.



7. Unit Pricing RP+A

- a. The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Senior Architectural Estimator</u>	<u>90.00</u> \$/HR
<u>Senior Structural Estimator</u>	<u>90.00</u> \$/HR
<u>Senior Mechanical Estimator</u>	<u>90.00</u> \$/HR
<u>Senior Electrical Estimator</u>	<u>90.00</u> \$/HR
<u>Administration</u>	<u>90.00</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR

- c. 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 %
- d. Reimbursables will be based on actual costs.



ATTACHMENT 'H'

Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December 17, 2019 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 feasibility reports, supporting drawings, maps, and other documentation within a (3) three phase feasibility study as outlined in the **OWNER's** Request for Proposal No 39-2018, for an Updated/ New Fire Training Center & New Fire Station #13. 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. 39-2018.

CONSULTANT shall provide professional consulting services for **OWNER** in all (3) three phases of the Project as outline in the Request for Proposal No. 39-2018, to which this Agreement applies, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 39-2018. (**Exhibit "A"**), and Consultant's Response dated November 16, 2018 (**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. 39-2018. (**Exhibit "A"**).

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

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

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 39-2018 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.
- 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 possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

<u>Phase 1: Cost</u>	\$ <u>15,000</u>
Feasibility Analysis for Site(s) per Size Requirements (percentage of total costs)	<u>43 %</u>
<u>Phase 2: Cost</u>	\$ <u>10,000</u>
Preliminary Site Planning, Amenities, and Improvements (percentage of total costs)	<u>28.5 %</u>
<u>Phase 3: Cost</u>	\$ <u>10,000</u>
Recommendations for the Final Design & Development for the Public Safety Training Center (percentage of total costs)	<u>28.5%</u>
<u>Total Architectural/ Engineering Services</u>	\$ <u>35,000</u>
(total lump sum cost of all three phases combined)	

5.1.2. For Additional Services

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

Unit Pricing

The City of Lexington reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance 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 all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
Principal	180 \$/HR
Senior Reg. Architect	130 \$/HR
Senior Reg. Engineer	130 \$/HR
Reg. A/E	110 \$/HR
Landscape Architect	110 \$/HR
Intern Architect or EIT	75 \$/HR
AutoCAD/GIS	65 \$/HR
Clerical	55

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 %

Reimbursable are included in the lump sum cost in section 5.1. Reimbursable for additional services will be based on actual costs.

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Documents 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 probable cost estimates, drawings, specifications, and other documentation to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

The **CONSULTANTS** and his/her 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. 39-2018 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 City of Lexington employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

OWNER:

CONSULTANT:

Lexington Fayette Urban county Government

Brandstetter Carroll Inc.

Benjamin E. Brandstetter

[Handwritten signature]

SAMPLE

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #39-2018

Date: November 8, 2018

Subject: Fire Training Center Site Assessment and Feasibility Study

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The existing Fire Training Center facility averages 150 people per day.
2. Fire Station #13 cannot be renovated or rebuilt in its current location at 1432 Leestown Road.
3. Attached is an existing floor plan of the Fire Training Center at 1375 Old Frankfort Pike.
4. The existing Fire Training Center was constructed in 1969 and is approximately 16,400 sf.
5. Omit the "Submittal, Instructions and Format" section in the RFP and provide the "Submittal Requirements" as outlined in "Attachment B – Form of Proposal."
6. In "Attachment B – Form of Proposal", change Item 3 from (15) single-sided pages to (20) single-sided pages.
7. Pre-bid proposal agenda is attached.
8. Pre-proposal sign-in sheet is attached.

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, Kentucky 40517

SIGNATURE OF BIDDER: 





BRANCAR-03

EEVERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2018

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

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

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

INSURED
Brandstetter Carroll, Inc.
2360 Chauvin Drive
Lexington, KY 40517


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> Blkt Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5W85769-19	04/23/2018	04/23/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> Blkt Waiver of Subro			5E85769	04/23/2018	04/23/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J85769-19	04/23/2018	04/23/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			5H85769-19	04/23/2018	04/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 500,000
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Ohio Stop Gap			5W85769-19	04/23/2018	04/23/2019	Employers Liability	1,000,000
B	Professional Liab			PL5EO00337-171	11/27/2017	11/27/2018	\$50,000 Retention	2,000,000

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

RFP#39-2018
Fire Training Center Site Assessment & Feasibility Study

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Room 338 Government Center 200 E Main St Lexington, KY 40507	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.
	AUTHORIZED REPRESENTATIVE 

2360 Chauvin Drive, Lexington, Kentucky 40517 Phone: 859.268.1933 Fax: 859.268.3341
308 East 8th Street, Cincinnati, Ohio 45202 Phone: 513.651.4224 Fax: 513.651.0147
1220 W Sixth Street, Suite 300, Cleveland, Ohio 44113 Phone: 216.241.4480 Fax: 216.736.7155
17300 Preston Road, Suite 310, Dallas, Texas 75252 Phone: 469.941.4926 Fax: 469.941.4112
www.bciaep.com