



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

Roof Replacement Project at Community Corrections

Lexington-Fayette Urban County Government

October 18, 2021

TABLE OF CONTENTS

SECTION I.
FIRM OVERVIEW

SECTION II.
PROJECT TEAM

SECTION III.
EXPERIENCE

SECTION IV.
PROJECT APPROACH

SECTION V.
REFERENCES

APPENDIX
FORMS





**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

October 18, 2021

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

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

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

255 Seven Farms
Drive, 300-A
CHARLESTON
SC 29492

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

Attn: Todd Slatin, Director

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

Dear Purchasing Director and Selection Committee:

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

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

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

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

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

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

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

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

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

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

Sincerely,
Brandstetter Carroll Inc.



Benjamin E. Brandstetter, P.E.
President

SECTION I. FIRM OVERVIEW

FIRM OVERVIEW

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

Architecture

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

Recreation, Planning, & Landscape Architecture

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

Engineering

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

ARCHITECTURAL SPECIALIZATION

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

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

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

FIRM LOCATIONS

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

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

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

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

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

“WE ENHANCE COMMUNITY AND QUALITY OF LIFE”

MARKET SECTOR LEADERS

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

Our Market Sector Leaders are:

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

ERIC M CHAMBERS, AIA

Public Safety Architect

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

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



Plan review Nicholasville Police Department

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

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

Philip N. Schilffarth, AIA - Project Manager



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

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



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

SUBCONSULTANT UTILIZATION

Robert Pass + Associates – Cost Estimating



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

ROOFTEC – Roof Consultant



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

LITIGATION AND CONFLICT OF INTEREST STATEMENT

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

CUSTOMER SATISFACTION TRACKING

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

CONTINUING EDUCATION/PROFESSIONAL TRAINING PROGRAM

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

STATEMENT OF WORKLOAD AND CAPACITY

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

FIRM STAFFING

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

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

BCI OWNERS AND PRINCIPALS

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



Before



After

SECTION II. PROJECT TEAM

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

Vice President



ROLE ON THIS PROJECT: Principal-in-Charge

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

EDUCATION

University of Kentucky, Bachelor of Architecture, Business Minor

PSMS Project Management (BARCH) Bootcamp

Recreation Facility Design School

High Performance School Buildings

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

Cancer Awareness and Prevention Program for the Fire Industry

REGISTRATIONS

Registered Architect:

Indiana AR12100053

Kentucky 6882

Ohio ARC.1817468

South Carolina AR.10835

Texas 29571

LEED Green Associate

Construction Document Technologist (CDT)

AFFILIATIONS

American Institute of Architects (AIA)

NCARB

Leadership Central Kentucky

Baptist Church at Andover Property and Facility Task Force

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

LEXINGTON FIRE STATION NO. 24
Lexington, Kentucky

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

KENTON COUNTY DETENTION CENTER
Covington, Kentucky

RUSSELL COUNTY DETENTION CENTER
Jamestown, Kentucky

RESTRICTED CUSTODY FACILITY
Adair County, Kentucky

CAMPBELL COUNTY RESTRICTED CUSTODY CENTER
Newport, Kentucky

CAMPBELL COUNTY JAIL ADMINISTRATION BUILDING
Newport, Kentucky

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

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

SOMERSET CITY HALL AND POLICE
Somerset, Kentucky

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

BOWLING GREEN POLICE EVIDENCE STORAGE
Bowling Green, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

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

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

Vice President



ROLE ON THIS PROJECT: Project Manager

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

EDUCATION

University of Kentucky, College of Design, Bachelor of Architecture

PSMJ Project Manager Bootcamp

REGISTRATIONS

Registered Architect

Indiana AR12100070

Kentucky 7451

Ohio ARC1817464

Certified Interior Designer:

Kentucky #0318CID

LEED AP #10375089

AFFILIATIONS

LEED AP, 2008 - Present

AIA, Member 2008 - Present

NCARB Program, 2008 - Present

EBCE Student Mentor

Boy Scouts of America Assistant Scout Master

AFO, 2016 - Present

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

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

LEWIS COUNTY JAIL ROOF REPLACEMENT
Vanceburg, Kentucky

KENTON COUNTY DETENTION CENTER
Covington, Kentucky

RUSSELL COUNTY DETENTION CENTER
Jamestown, Kentucky

CAMPBELL COUNTY DETENTION CENTER
Newport, Kentucky

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

CAMPBELL COUNTY JAIL ADMINISTRATION BUILDING
Newport, Kentucky

BEREA MUNICIPAL, POLICE AND FIRE SAFETY BUILDING
Berea, Kentucky

SOMERSET CITY HALL AND POLICE DEPARTMENT
Somerset, Kentucky

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

WESTERVILLE PUBLIC SAFETY CENTER
Westerville, Ohio

NORTH CANTON SAFETY SERVICES CENTER
North Canton, Ohio

IAN C. BEATTIE, CSI, CCCA, AFO

Vice President – Director of Field Services



ROLE ON THIS PROJECT: Construction Administrator

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

EDUCATION

Lexington Community College,
Associate Degree in Architecture

University of Kentucky, College of
Architecture

REGISTRATIONS

Certified Construction Contract
Administrator

Construction Document
Technologist

Aquatic Facility Operator

AFFILIATIONS

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

Former Technical Affiliate to
Department of Architecture,
Lexington Community College

Secretary of Fraternal Order of
Police, Lodge #59

Scott County Constable,
Georgetown, Kentucky

RELEVANT PROJECTS

LEXINGTON FIRE STATION NO. 2
Lexington, Kentucky

LEXINGTON FIRE STATION NO. 24
Lexington, Kentucky

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

NICHOLASVILLE POLICE DEPARTMENT
Nicholasville, Kentucky

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

GEORGETOWN POLICE DEPARTMENT
Georgetown, Kentucky

ASHLAND POLICE HEADQUARTERS
Ashland, Kentucky

DANVILLE CITY HALL AND POLICE STATION
Danville, Kentucky

WILLIAMSTOWN CITY HALL AND POLICE STATION
Williamstown, Kentucky

IRVINE MUNICIPAL COMPLEX AND POLICE STATION
Irvine, Kentucky

DENTON POLICE HEADQUARTERS RENOVATION
Denton, Texas

WESTERVILLE POLICE AND COURT FACILITY
Westerville, Ohio

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

BRYAN PUBLIC SAFETY COMPLEX
Bryan, Ohio

CINCINNATI POLICE HEADQUARTERS RENOVATION
Cincinnati, Ohio

ROBERT PASS + ASSOCIATES

309 East Market Street
Suite 302
Louisville, KY 40202

502 589.7632
Fax 589.7634
Cell 797.2540

rpaconsultants@bellsouth.net

Construction Costs Consultants

Robert G. Pass:

Architectural/Structural/Civil Estimator

YEARS EXPERIENCE



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

PROFESSIONAL DEGREES

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

WORK EXPERIENCE

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

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

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

RELEVANT EXPERIENCE

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

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



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

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

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

Recent Projects



Solon City School District – High School Athletics



Eaton World Headquarters



SECTION III. EXPERIENCE

Bourbon County Judicial Center Roof Replacement

Bourbon County, Kentucky

Project Information

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

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



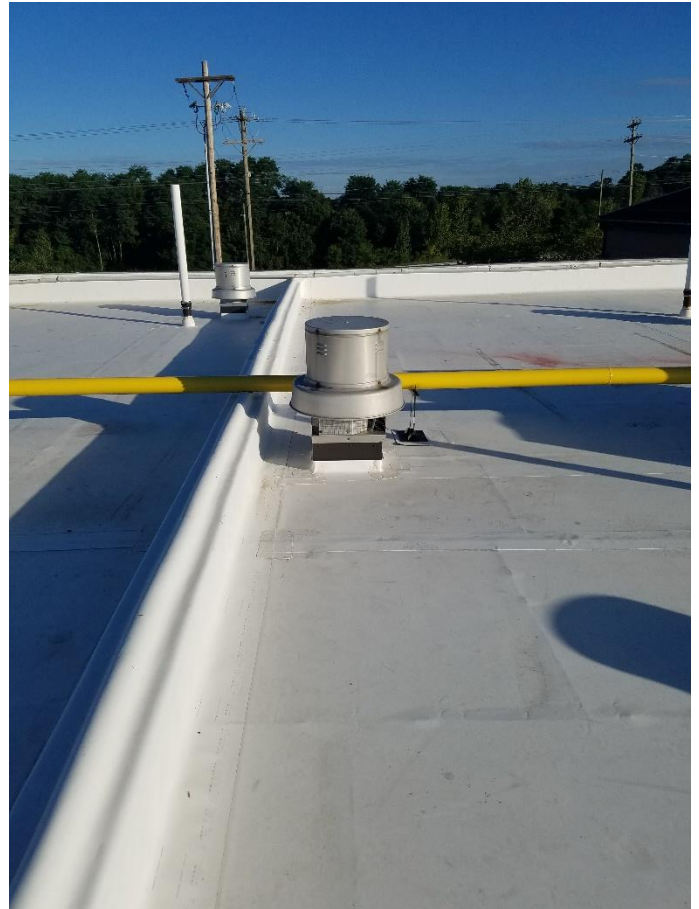
Grant County Detention Center TPO Roof and Insulation Replacement

Grant County, Kentucky

Project Information

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

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



Lewis County Jail Roof Replacement

Vanceburg, Kentucky

Project Information

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

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



Little Sandy Correctional Complex Expansion

Sandy Hook, Kentucky

Project Information

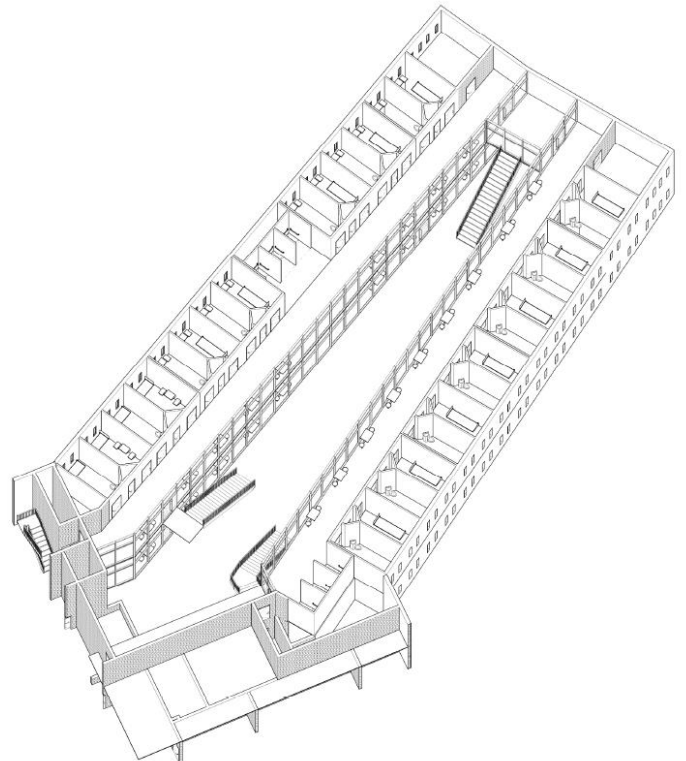
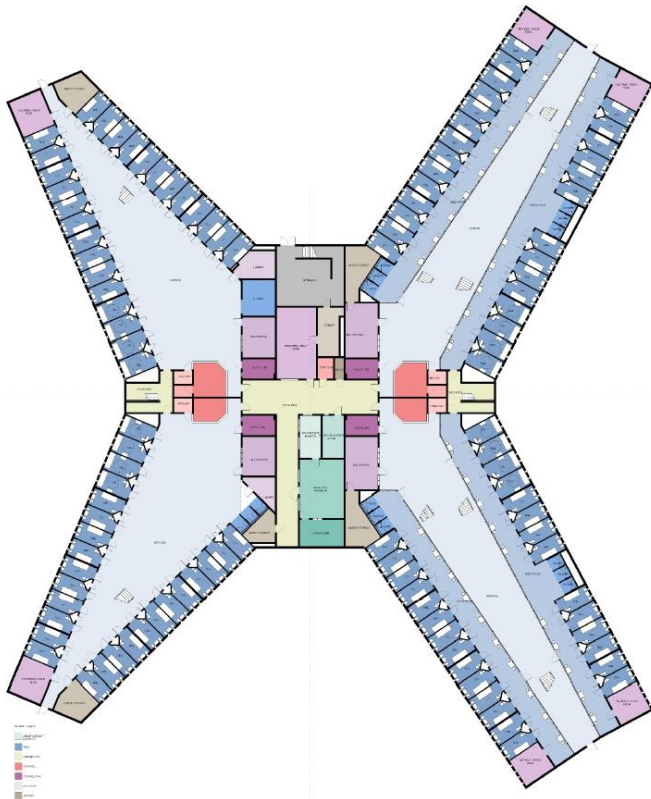
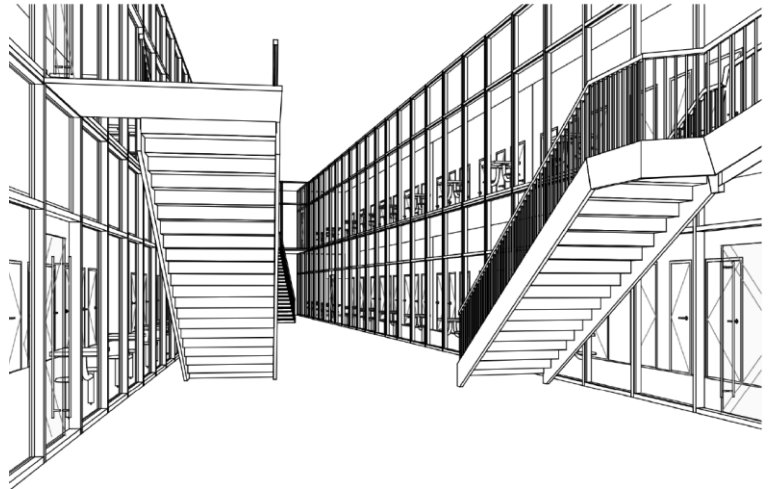
Owner: Commonwealth of Kentucky
Contact: Joseph Sandman, Project Manager
502.782.0329
joseph.sandman@ky.gov

Size: TBD

Estimated/
Actual Cost: \$80 million/TBD

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

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



SECTION IV. PROJECT APPROACH

CURRENT PROJECT UNDERSTANDING

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

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

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

DESIGN PROCESS

STAGE 1 – DESIGN STAGE

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

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

A summary of the services is as follows:

I. Assessment, Planning, and Design Phase

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

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

II. Schematic Design

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

III. Design Development

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

IV. Construction Documents

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

V. Bidding, Negotiation, and Permitting

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

STAGE 2 – CONSTRUCTION ADMINISTRATION STAGE

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

A summary of the for this Stage are as Follows:

I. Construction Administration

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

II. Warranty Review

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

PROPOSED PROJECT SCHEDULE

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

SCHEDULE/BUDGET MANAGEMENT

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

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

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

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

COMMUNICATION METHODOLOGY

The key to communication success is as follows:

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



SECTION V. REFERENCES

REFERENCES

Brian Wofford, Jailer, Boyle County

859.238.1127 | bwofford@boyleky.us

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

Todd Reece, Assistant Chief, LFUCG Fire Department

859.231.5679 | reecem@lexingtonky.gov

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

Todd Justice, Chief of Police, Nicholasville Police Department

859.885.9467 | todd.justice@nicholasville.org

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



AFFIRMATIVE ACTION POLICY

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

EQUAL EMPLOYMENT POLICY STATEMENT

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

OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS:

Requirement:

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

OUTCOME/GOOD FAITH:

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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


Further, Affiant sayeth naught.

Benjamin E. Brandstetter, P.E.

STATE OF Kentucky

COUNTY OF Fayette

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

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

My Commission expires: Aug 9, 2024


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.

A handwritten signature in blue ink, appearing to be 'B. Carroll', written over a horizontal line.

Signature

Brandstetter Carroll Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Brandstetter Carroll Inc.

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

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

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Brandstetter Carroll Inc.

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

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

Telephone Number: 859.268.1933 Fax Number: 859.268.3341

Email address: ben@bciaep.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 35-2021

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

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

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

Brandstetter Carroll Inc.

Company

October 18, 2021

Date

Benjamin E. Brandstetter, P.E.

Company Representative

President

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 35-2021

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

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

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

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

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

Brandstetter Carroll Inc.
 Company

Benjamin E. Brandstetter, P.E.
 Company Representative

October 18, 2021
 Date

President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 35-2021

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brandstetter Carroll Inc.

Company
October 18, 2021

Date

Benjamin E. Brandstetter, P.E.

Company Representative

President

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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


B. At Will Termination

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

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

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

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



Signature

October 18, 2021

Date

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for Fayette County Detention Center Roof Replacement Project
Request for Proposal #35-2021
Form of Proposal

Consultant: Brandstetter Carroll Inc.

Address: 2360 Chauvin Drive, Lexington, KY 40517

1. General:

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

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

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

team has worked together on similar projects in the past.

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

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

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

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

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

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Reimbursable expenses are included in the lump sum cost noted above. Reimbursable expenses for additional services will be based on actual costs.



Signature

Benjamin E. Brandstetter, P.E.

Name

President

Title

October 18, 2021

Date