

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of April 25, 2019, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Nomi, INC. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of schematic plans and cost estimate for the renovation of Dunbar Community Center as contemplated in the **OWNER**'s Request for Proposal No. 38-2018. 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. 38-2018.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project 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. 38-2018 (Exhibit "A") and Consultant's Response dated November 26, 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. 38-2018 (Exhibit "A").

After written authorization to proceed with Phase A Schematic Design Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project architect 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 Phase A schematic design documents consisting of design criteria, energy modeling, preliminary drawings, outline

specifications, 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 10 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. 38-2018 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, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

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

- 4.1. Completion of construction documents and detailed cost estimate is expected on or about November 1, 2019.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

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

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

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

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

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

<u>Total Cost of Services Below:</u>	<b>\$16,800</b>
1. Site Plan & Existing Building Plan/Report	\$ 2,400
2. Program Development & Schematic Design	
a. 50% Schematic Design	\$3,600
b. 100% Schematic Design	\$3,600
3. Final Report: Phasing Recommendations & Cost Estimates	
a. 50% submission	\$3,600
b. 100% submission	\$3,600

#### **Unit Pricing**

- a. LFUCG 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.

<u>TITLE/SKILL LEVEL</u>	<u>HOURLY RATE</u>
Principal Architect	\$175.00 / hr.
Senior Architect (Graduate Architect with 20+ years experience)	\$150.00 / hr.
Senior Designer (Graduate Architect with 20+ years experience)	\$150.00 / hr.
Architect Level III (Licensed Architect with 10+ years experience)	\$140.00 / hr.
Architect Level II (Licensed Architect with 8+ years experience)	\$130.00 / hr.
Architect Level I (Licensed Architect with 5+ years experience)	\$120.00 / hr.
Intern Level III (Graduate Architect with 3-6 years experience)	\$110.00 / hr.
Intern Level II (Graduate Architect with 2-3 years experience)	\$85.00 / hr.
Intern Level I (Graduate Architect with 0-2 years experience)	\$75.00 / hr.
Office Support Staff	\$70.00 / hr.
Fabrication Manager	\$125.00 / hr.
Fabrication Shop	\$55.00 / hr.

Reimbursables

8.5 x 11/14	
Black & white	\$0.10 / ea
Color prints	\$1.00 / ea
11 x 17	
Black & white	\$0.25 / ea
Color prints	\$2.50 / ea
Large format plotting (in house)	
Bond copy	\$1.00 / sq ft
Rendering	\$6.00 / sq ft
All other large format plotting	Negotiated
Mileage Current published IRS rate at the time of billing	Varies
Other Reimbursables (Including consultants)	Cost + 10%

- 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%.

**5.2. Times of Payment.**

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

**5.3. Other Provisions Concerning Payments.**

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

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

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

**SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

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

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

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

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

**6.3.2.** In performing the services herein, 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 the laws of the Commonwealth of Kentucky.

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

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

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

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

**6.5. Disputes.**

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

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

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

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

**6.7. Security Clause.**

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

**6.8. Access to Records.**

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



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

The Risk Management Provisions of RFP No. 38-2018 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 LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

OWNER:

*Linda Gordon*  
\_\_\_\_\_  
*Mayor*  
\_\_\_\_\_  
\_\_\_\_\_

CONSULTANT:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2019

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

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

<b>PRODUCER</b> STERLING G THOMPSON COMPANY LLC 33750435 545 SOUTH THIRD ST SUITE 300 LOUISVILLE KY40202	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (866) 467-8730 <b>(A/C, No, Ext):</b>	<b>FAX</b> (888) 443-6112 <b>(A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
INSURER A : Hartford Fire and Its P&C Affiliates		00914
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		33 WEC AB1VGI	02/01/2019	02/01/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE -EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> LFUCG Division of Bldg Inspection 200 E MAIN ST LEXINGTON KY 40507-1310	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>

# EXHIBIT A



## Lexington-Fayette Urban County Government Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #38-2018 Architecture & Engineering Services to Access Current Condition of Dunbar Community Center** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 26, 2018**.

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

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

**RFP #38-2018 Architecture & Engineering Services to Access Current Condition of Dunbar Community Center**

If mailed, the envelope must be addressed to:

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

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

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

The building will be open for a walk-thru from 1:00 pm – 2:00 pm, November 13, 2018 at 545 N Upper St, Lexington, KY. No questions will be allowed at the walk-thru.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

#### **Laws and Regulations**

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

#### **Equal Employment Opportunity**

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

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

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

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

### **Contention Process**

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

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



occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

#### **SELECTION CRITERIA:**

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

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

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

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

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

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

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

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

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

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

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

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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





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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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



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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## INSURANCE REQUIREMENTS

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

### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$500,000.00
Professional Liability	\$1 million
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

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

available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### DEFAULT

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

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## **Request for Proposals Dunbar Community Center Renovation**

The LFUCG is requesting proposals for architectural/engineering services to assess current conditions at the Dunbar Community Center and provide recommendations, design and cost estimates for future renovation and systems improvement. The center, located at 545 North Upper St., Lexington KY. This three story building consists of a first floor community center and two floors of Parks and Recreation offices above. The building is 36,500 +/- square feet but the renovation will only focus on the first floor. In order to better accommodate current and future programming, the internal rooms of the center need to be assessed for suitability and potentially modified. Additionally, upgrades are needed to bring the building into compliance with the Americans with Disabilities Act as well as modernized for better energy efficiency with regard to mechanical system and utilities.

### **A. Phase I Design Services Scope of Work**

#### **1. Site Plan & Existing Building Plan**

The Consultants shall prepare detailed floor plans to be used as a base for interior renovation plans. The location of mechanical systems shall be noted on the plans but need not be detailed; elevations shall be included if it is deemed they are necessary to communicate important spaces or building structure that might impact possible renovations. Consultants shall evaluate existing HVAC, electric, plumbing, all aspects of building envelope (roof, exterior walls, windows, doors, etc.) as well as indicate any areas that should potentially be tested for hazardous materials prior to any renovation. Current conditions shall be compiled into a report and submitted for Owner's review. In addition to narrative describing condition, the report shall include photographic documentation of pertinent issues/concerns.

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

The Consultants shall be expected to attend at least 3 meetings with park staff/other stakeholders. The purpose of the first meeting shall be to learn about current programming in the center and understand desired future programming.

The second meeting shall include presentation of 50% schematic site/floor plans and elevations sufficient to illustrate to stakeholders the integration of renovations needed for ADA compliance, mechanical system upgrades, other current building codes, etc. and the programming information obtained at the first meeting. Stakeholders shall be given opportunity to provide feedback to the Consultant for consideration.

The third meeting shall include presentation of 90% schematic site/floor plans and elevations to illustrate to stakeholders the resolution of any issues discussed at prior meeting.

Recommendations for mechanical system upgrades and hazardous material remediation should be indicated on the plans in so much as they impact building function, but primarily expressed through the report produced in Phase I.

### **3. Final Report - Phasing Recommendations & Cost Estimates**

Using approved schematic plans and mechanical/building report, all needed tasks shall be grouped into projects/phases and ranked in order of priority with Owner/stakeholder input. Architect/Engineer shall provide opinions of cost for each distinct project/phase. This information will become the basis for the Division of Parks and Recreation FY20 capital budget request.

## **B. Phase II Design Services Scope of Work (NIC - to be negotiated in the future if project is funded)**

### **1. Construction Documents**

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

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

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

### **2. Construction Administration**

Once a contractor has been selected, the Architect will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. While Parks and Recreation staff shall perform routine site inspections, the Architect shall be expected, at a minimum, to attend regular progress meetings, critical site inspections (footer, roof, rough-in, etc.), as well as any "trouble-shooting" during construction. Throughout the duration of the construction, the Architect shall be required to review and approve submittals, certify applications for payments to the prime contractor and facilitate preparation of final record drawings, warranty follow-up and project closeout.

## **C. Project Timeline**

The project goal is to complete work through the Phasing Recommendations & Cost Estimates prior to April 1, 2016.

**D. Selection of Consultant**

Consultant will be selected based on the following criteria:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

Form of Proposal

<b>Phase I Design Services</b>		<b>Lump Sum Fee</b>
1. Site Plan & Existing Building Plan/Report		\$
2. Program Development & Schematic Plans		\$
	50% Schematic Design	\$
	100% Schematic Design	\$
3. Final Report - Phasing Recommendations & Cost Estimates		\$
	50% Submission	\$
	100% Submission	\$
<b>Total Lump Sum Fee</b>		<b>\$ _____</b>

**Hourly Rates** - please attach schedule of hourly rates for any unanticipated, additional work requested by Owner during course of project



## EXHIBIT B



# DUNBAR COMMUNITY CENTER RENOVATION

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## REQUEST FOR PROPOSAL FOR ARCHITECTURAL SELECTION

ASSESS CURRENT CONDITIONS AT THE DUNBAR COMMUNITY CENTER AND  
PROVIDE RECOMMENDATIONS, DESIGN AND COST ESTIMATES FOR FUTURE  
RENOVATION AND SYSTEMS IMPROVEMENT

RFP #38-2018

NOVEMBER 26, 2018

1584 Delaware Ave.  
Lexington, KY 40505

859.838.1130  
[www.nomi.design](http://www.nomi.design)

**nomi** ARCHITECTURE  
DESIGN  
FABRICATION

NOVEMBER 21, 2018



TODD SLATIN, PURCHASING DIRECTOR  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ROOM 338, GOVERNMENT CENTER  
200 EAST MAIN STREET  
LEXINGTON, KY 40507

# LETTER OF INTEREST

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**RE: RFP #38-2018 ARCHITECTURE & ENGINEERING SERVICES TO  
ASSESS CURRENT CONDITION OF DUNBAR COMMUNITY CENTER**

Selection Committee Members,

We are excited to submit our proposal to consult with you on the renovation of the Dunbar Community Center. Nomi has the breadth of design experience in public projects as well as a unique approach to creative problem-solving that will make us a valuable part of your team as you evaluate and reimagine your existing property.

## 1. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE 20%

The Nomi team has over two decades of experience working on public projects. Our company began in 1989 under the name Lucas/Schwering Architects. Since then we have worked with over 50 K-12 and library districts.

Most recently we have completed selective renovations at Fairview Independent High School and Campbellsville Independent Elementary School and a total renovation of the International Book Project's headquarters. In early 2019 Marion County Public Library (MCPL) will open after a total renovation and addition. MCPL includes many community-oriented functions such as meeting spaces, program rooms, and maker spaces.

## 2. PROJECT MANAGER FIRM'S CURRENT CAPACITY AND ABILITY 15%

Your project manager will be Pam Clements. A graduate of the University of Kentucky School of Architecture, Pam has over 18 years of experience in the design and construction industry. Her work with Nomi over the last 15 years has focused primarily on agricultural and educational projects including the new Bluegrass Stockyards, a complex, fast-tracked project which she managed.

Pam has successfully completed projects that vary in scale from under one million dollars to 30 million dollars. (Please see the attached project examples for Fairview Independent and East Bernstadt Independent Schools).

Having recently completed a high school renovation project in Indiana, Pam is currently on track to finalize the design of a new fraternity house on UK's campus in mid-January of 2019. She and the rest of the team will be available at the beginning of the year to begin working with you on the design of your new facility.

Though Nomi has had a busy year, we are currently seeking new work for 2019 and are excited at the possibility of working with LFUCG on a public project that serves our community. We are a medium-size firm with the proven ability to successfully complete projects over 30 million dollars but the bulk of our work is in the five to ten million dollar range. We are therefore confident we have the experience and resources to deliver this project.

### 3. PAST RECORD AND PERFORMANCE 15%

Our track record demonstrates you can count on us to deliver a high-quality design on time with an accurate opinion of cost. And our extremely low percentage of errors and omissions means you are less likely to incur unexpected costs during construction.

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

For more information regarding the schedule and budget of relevant projects, please refer to the sections titled "How We Do It" and "Track Record" in our attached firm profile.

### 4. FAMILIARITY WITH DETAILS OF THE PROJECT (10%)

Nomi Design is headquartered in Lexington, KY just off of Winchester Road about two miles from the project site. Two of our team live in the neighborhood of the community center and have personal knowledge and interest in the well-being of the neighborhood.

### 5. DEGREE OF LOCAL EMPLOYMENT (20%)

Nomi and the consultants included in this proposal have offices based in Lexington where 100% of the work for this project will take place.

Thank you for considering Nomi to consult with you on your upcoming project. We invite you to read more about who we are, what we do, and how we do it in the attached firm profile. We look forward to speaking with you soon in more detail.

Sincerely,



Matthew Brooks, AIA

Owner, Principal Architect

**OUR EXPERIENCE  
WITH NOMI WAS A  
POSITIVE ONE AND I  
WOULD RECOMMEND  
THEM TO ANYONE  
CONTEMPLATING  
A PROJECT,  
ESPECIALLY IF THAT  
PROJECT REQUIRED  
INNOVATIVE, ARTISTIC  
OR INTERACTIVE  
ELEMENTS INVOLVING  
PUBLIC VENUES.**



Left: Providence  
Montessori Lower School  
Flex-space renovation  
with custom fabrication  
by Nomi

Opposite: The Plantory  
at the BreadBox.  
Designed and built by  
Nomi

JIM AKERS, C.O.O.  
BLUEGRASS  
STOCKYARDS

#### CLIENT REFERENCES

Michael Taylor, Superintendent  
Fairview Independent Schools  
Ashland, KY  
(606) 324-9226

Rob Brown  
President Providence Montessori Schools  
Lexington, KY  
(859) 255-7330

Mike Frazier, Director  
Madison Consolidated Schools  
Madison, IN  
(812) 274-8002

Jim Akers, COO  
Bluegrass Stockyards  
Lexington, KY  
(859) 255-7701

Lisa Fryman, Executive Director  
International Book Project  
(859) 254-6771

Bill Wallace, Dir. Facility Design & Construction  
Fayette County Public Schools  
Lexington, KY  
(859) 381-3824

#### CONTRACTOR REFERENCES

David Jackson, President  
Hacker Brothers Construction Corporation  
London, KY  
(606) 877-2029

Doug Wilburn, President  
D.W. Wilburn Construction  
Lexington, KY  
(859) 263-2720

John Plomin, President  
Davis & Plomin Mechanical  
Lexington, KY  
(859) 253-3792

David Millam  
Trace Creek Construction  
Vanceburg, KY  
(606) 796-3867

Kenny Davis  
Codell Construction  
Winchester, KY  
(859) 744-2222

Dan Graves, President  
Graves + Graves, LLC  
Lexington, KY  
(859) 621-3918

#### FINANCIAL REFERENCES

Mike Reynolds, CPA  
Kinkaid & Stiltz  
Lexington, KY  
(859) 296-2300

Matt White  
Peoples Exchange Bank  
Lexington, KY  
(859) 269-0235



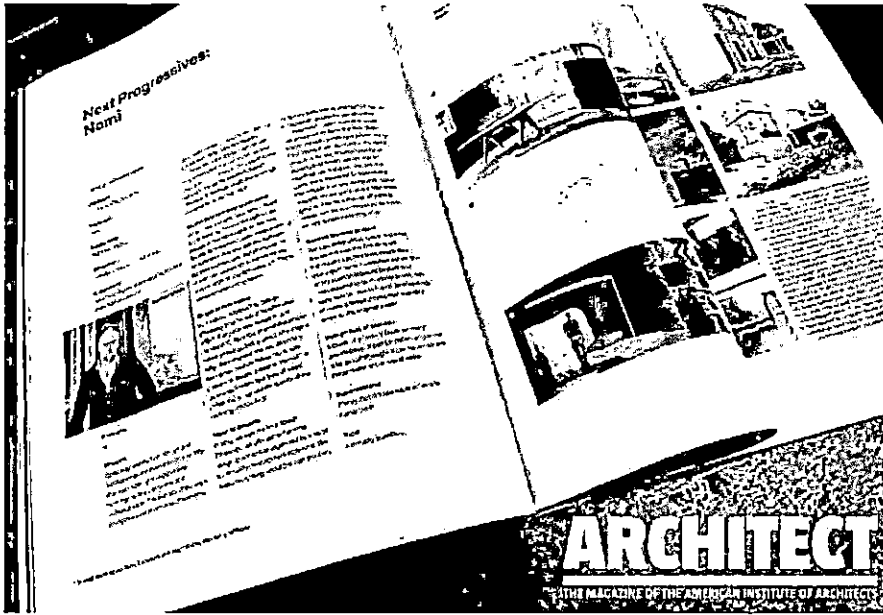
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# WHO WE ARE

AWARD-WINNING, NATIONALLY RECOGNIZED DESIGN FIRM  
BASED IN CENTRAL KENTUCKY



**H**olding licenses in Kentucky, Indiana, Tennessee and New York we practice locally, regionally and nationally.

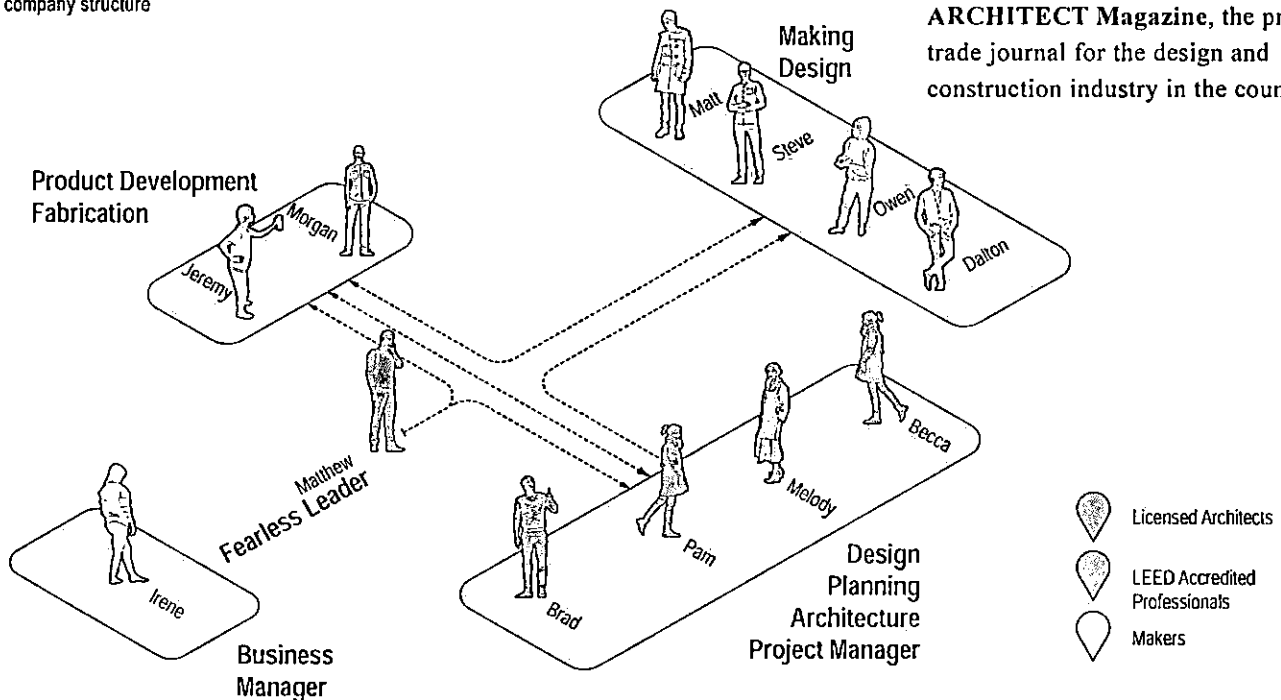
**THEIR OFFICE(S) ARE LIKE BIG THINK TANKS FULL OF PEOPLE YOU CAN SEE GENUINELY LOVE THEIR WORK...**

AMY MORGESON  
DIRECTOR  
MARION CO. LIBRARY

Top: ARCHITECT Magazine article featuring Nomi Design as "Kentucky Innovators" in their Next Progressives column.

Bottom: Diagram of Nomi's company structure

Originally founded in 1989 as Lucas Schwering Architects, our company re-branded as Nomi in 2015. Since then we have won two design awards from the American Institute of Architects (AIA) Kentucky Chapter and have been featured in ARCHITECT Magazine, the premier trade journal for the design and construction industry in the country.

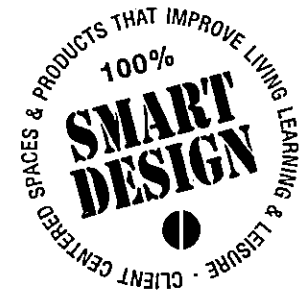


# WHAT WE DO

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ARCHITECTURE  
NEW-BUILDING DESIGN  
ADDITIONS  
RENOVATION  
ADAPTIVE-REUSE  
HISTORIC PRESERVATION  
INTERIOR DESIGN  
FACILITY SURVEYS

VISIONING  
STRATEGIC PLANNING  
PROGRAMMING  
CODE EVALUATION  
FEASIBILITY STUDIES  
BRANDED ENVIRONMENTS  
GRAPHIC DESIGN  
CUSTOM FABRICATION



## SMART DESIGN

Our unique approach to design is collaborative, creative and human-centric.

## VARIETY IS THE SPICE OF LIFE

We work successfully on multiple project types of varying scope and scale. This diversity is a cornerstone of our practice; it means we must remain nimble and continue to learn, research and develop. The experience we gain from one type of project often affects others in unexpected and exciting ways. Sharing of knowledge allows us to develop truly innovative solutions for our clients.

## DESIGN THINKING

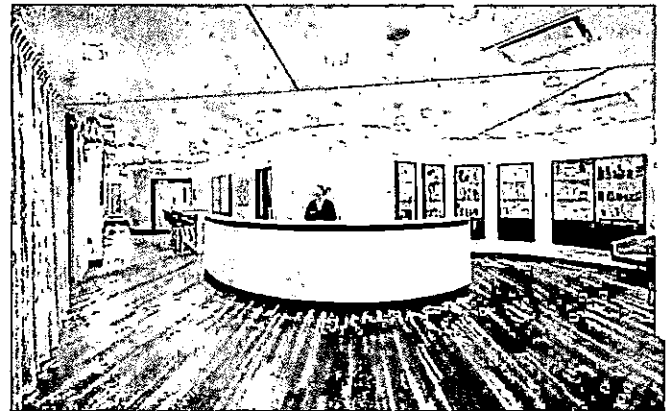
Design projects can seem overwhelming. They are huge puzzles filled with moving pieces. Time, space, light, gravity, structure, electricity, function, comfort, cost, legality, psychology, communication, health and safety all come into play and are all equally important components of a successful project.

That's where we come in. Our training and nature as architects and designers enables us to simultaneously envision all of these elements coming together in different ways, creating multiple outcomes. This unique skill set is our most valuable asset. It is our job to not only predict all of these scenarios but to critique and evaluate them, guiding you toward the best possible solution for your needs.

## PEOPLE-FIRST APPROACH

It's not about us. It's about you.

Throughout the process our focus remains on you and the people who will ultimately be using the building or product we are designing. Our job is to be your advocate, guiding you through the design and construction process and delivering a completed project that will help your organization be successful in meeting its goals. For us the health, safety and experience of the user is paramount. It is not enough for our projects to be functional and comfortable, they must also inspire the people who use them.



**AIA**  
Kentucky

## AWARDING-WINNING PROJECTS

2016 AIA KY HONOR AWARD  
CALOSPA REJUVENATION CENTER

2017 AIA KY MERIT AWARD  
LUIGART MAKER SPACES

# HOW WE DO IT

## COLLABORATION, CONTINUITY & COMMUNICATION

### COLLABORATION

As a mid-size firm we wear many hats. Our office is an open, collaborative space that encourages the cross-pollination of ideas between project team members and project typologies. Every member of our firm will, at some point, provide input on your project and vet the design. When you work with Nomi, you receive the sum of our collective experience, talent and creativity.

### CONTINUITY

Though many Nomies will participate, the manager assigned to your project at the beginning will be with you through the end of construction. As part of our commitment to you, this continuity of ownership ensures your vision is realized in the completed project.

### COMMUNICATION

We specialize in creativity and out-of-the-box thinking but on any given day you will also find us *taking care of business*. We believe in clear, straight forward communication and transparency.

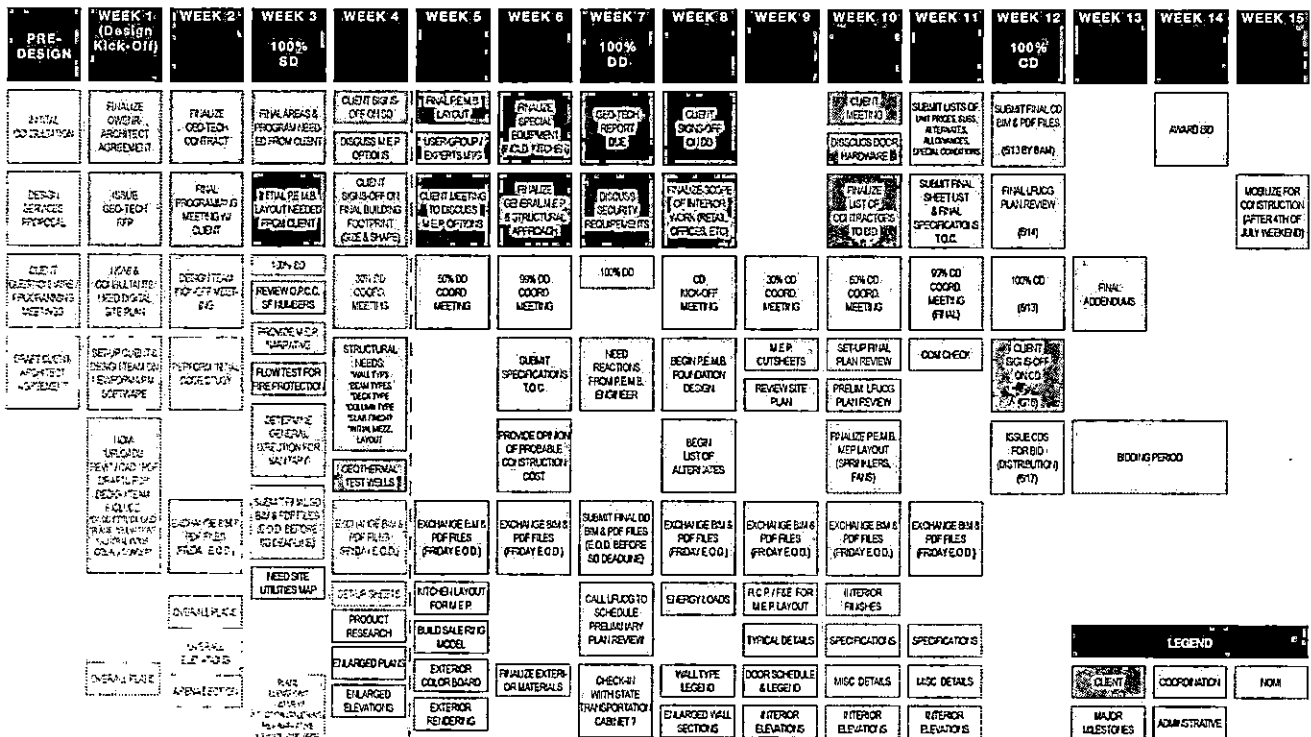
**THEY INVESTED THE TIME UP FRONT TO LISTEN AND LEARN ABOUT OUR NEEDS AND CHALLENGES...**

- JIM AKERS  
COO, BLUEGRASS STOCKYARDS

Early in the process we map out a work plan (aka time line) of all project milestones and action items. We share this living document with you through cloud-based services so you can track the entire design process from beginning to end.

Bottom: Example of a typical project work plan

### TYPICAL PROJECT WORK PLAN



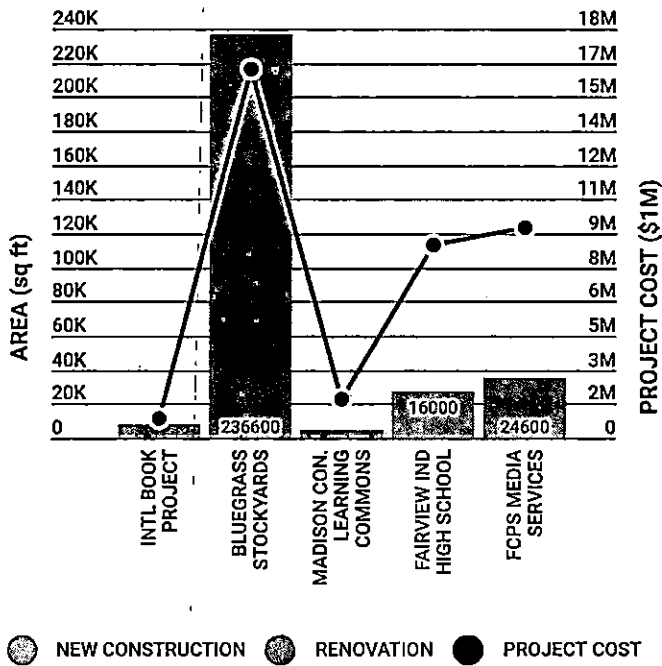


# TRACK RECORD

## HIGH QUALITY DESIGN ON BUDGET & ON SCHEDULE

What does this all mean for you? According to our track record it means you can count on us to deliver a high-quality design on time with an accurate opinion of cost. And our extremely low percentage of errors and omissions means your are less likely to incur unexpected costs during construction.

COST TO AREA RELATIONSHIP OF RECENT PROJECTS



● NEW CONSTRUCTION ● RENOVATION ● PROJECT COST

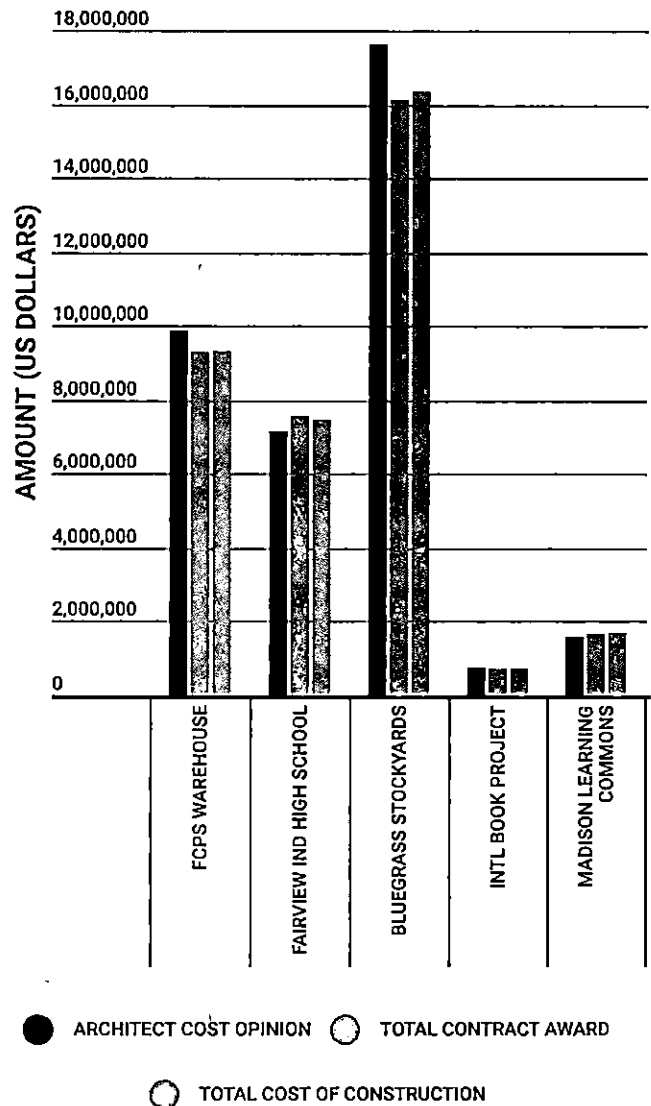
## VARIETY

We operate successfully at many different scales and types of projects. The chart below demonstrates the wide range of project sizes and costs we have completed recently. Perhaps even more important is the diverse ratios of cost to area (or dollars per square foot). Nomi has a proven record of collaborating with our clients and using creative problem solving to help them accomplish their goals within their budget. We are committed to finding the best design solution for you.

## ABILITY TO COMPLETE

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

COMPARISON OF COST OPINION, BID AMOUNT AND FINAL CONSTRUCTION COST



● ARCHITECT COST OPINION ● TOTAL CONTRACT AWARD  
○ TOTAL COST OF CONSTRUCTION



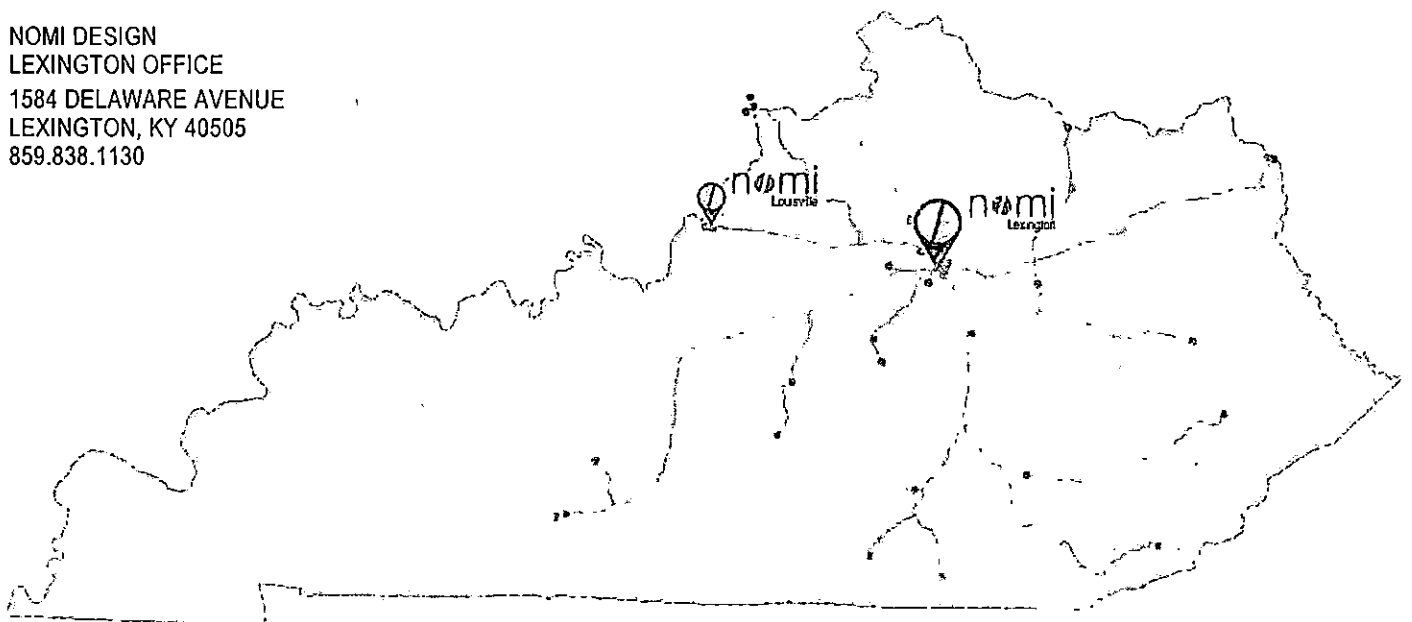
Top: Nomi's Louisville office, designed and fabricated in-house

Bottom: Map of Kentucky with locations of Nomi offices and recent projects

# WORKPLACE

ADDRESS OF THE OFFICE WHERE THE PRINCIPAL AMOUNT OF THIS PROJECT WILL BE PERFORMED

NOMI DESIGN  
LEXINGTON OFFICE  
1584 DELAWARE AVENUE  
LEXINGTON, KY 40505  
859.838.1130



# MINORITY PARTICIPATION

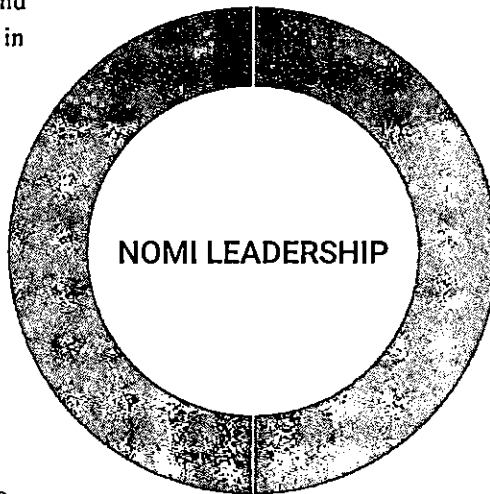
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DEMONSTRATE A FULL GOOD FAITH EFFORT TO IDENTIFY AND INCORPORATE MINORITY BUSINESS ENTERPRISES (MBE) FIRMS AS PART OF THE DESIGN TEAM

Nomi is an inclusive, diverse company and we make a conscious effort to seek out minority business partners. We build relationships with minority-owned businesses in the design and construction industry as well as in our local communities. We keep our contacts up-to-date with public and private bid opportunities, participate in mentoring programs that encourage diversity in architecture and design, and donate time each year toward a number of local organizations that support minority populations.

This year we are leveraging our unique ability to design and fabricate custom products to assist the Lexington Public Library with literacy outreach. Their Tiny Libraries project is bringing access to books into under-served communities.

Nomi is proud to have a racially and ethnically diverse team with 50% of our leadership positions held by women.



● WOMEN ○ MEN

# **RELEVANT PROJECTS**

PROJECT TYPOLOGY	COST OPINION (OR) CONSTRUCTION COST RANGE	PROJECT AREA	YEAR COMPLETED	NEW CONSTRUCTION	ADDITION	RENOVATION	ADAPTIVE-REUSE	HISTORIC PRES.
MADISON CONSOLODATED SCHOOL RENOVATION	\$4,450,000	8,000 +/-	TBD		●	●		
NEW LOUISVILLE BREWERY FEASIBILITY	TBD	TBD	TBD			●	●	
STOBER DRIVES	\$750K - \$1M	3,760	TBD			●		
LFUCG RECYCLING CENTER	\$2,000,000	ENVELOPE	TBD			●		
SECOND CHANCE CLINIC	\$750K - \$1M	15,372	2018			●		
SCC MEECE HALL AUDITORIUM	\$523,940	3,494	2018			●		
LIVING WATER CHURCH	\$750K - \$1M	5,507	TBD		●	●		
ATHENIAN GRILL - DOWNTOWN	\$100K - \$200K	3,000	2018			●		
RAINMAKER HOSPITALITY HEADQUARTERS	\$750K - \$1M	5,000	TBD	●				
INTERNATIONAL BOOK PROJECT HEADQUARTERS	\$750K - \$1M	7,500	2018			●	●	●
WARREN COUNTY LIBRARY - KIRBY BRANCH	\$1,264,865		2018		●	●		
MARION COUNTY LIBRARY	\$3,299,573	16,800	2018		●	●		
BLUEGRASS STOCKYARDS	\$25M - \$30M	236,650	2017	●				
MADISON CONSOLODATED SCHOOL RENOVATION	\$1,946,427	8,280	2017		●	●		
PROVIDENCE MONTESSORI ELEMENTARY	< \$100K	2,353	2015			●		
CAMPBELLSVILLE INDEPENDENT	\$8,166,228	11,747	2017		●	●		
ATHENIAN GRILL - LOCUST HILL	\$100K - \$200K	3,000	2015			●		
PALADIN ENGINEERING	\$100K - \$200K	5,584	2014			●		
PROVIDENCE MONTESSORI MIDDLE SCHOOL	\$250K - \$500K	6,800	2014			●	●	●
LUIGART MAKERSPACES	\$100K - \$200K	800 EACH	2017	●		●	●	
PASTA GARAGE ITALIAN CAFÉ	< \$100K	498	2015			●	●	●
FAIRVIEW INDEPENDENT HIGH SCHOOL	\$7,570,200	27,178	2016		●	●		
CALOSPA MEDICAL SPA	\$250K - \$500K	2,500	2014			●		
PLANTORY AT THE BREADBOX	\$750K - \$1M	1,989	2014			●	●	●
ATHENIAN GRILL - ASHLAND AVENUE	< \$100K	1,200	2013			●	●	●
MOOSE LODGE / RESPEC, INC.		5,300	2015		●	●	●	●
EAST BERNSTADT INDEPENDENT SCHOOL	\$8,633,666	42,210	2013		●	●	●	●
FAYETTE CO. SCHOOLS CENTRAL SERVICES	\$9,868,893	34,590	2013		●	●	●	●
WOODFORD CO. HUNTERTOWN ELEMENTARY	\$7,394,634	61,543	2009		●	●		
KCTCS McCREARY CENTER	\$4,190,106	19,900	2010	●				
HARLAN INDEPENDENT HUMANITIES BUILDING	\$2,129,985	7,895	2007		●			
FAIRVIEW INDEPENDENT GYMNASIUM	\$2,082,448	11,170	2006		●			

BEFORE



Top: Existing lobby space and first impression

Bottom: New lobby area and public gathering space

AFTER



**F**or the past ten years the majority of our work has been renovation and/or the adaptive re-use of historic properties. We have a passion for preserving architecture and the shared history of communities.

Most recently we completed the renovation of the International Book Project (IBP). In 2016 they developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Although it was in poor condition, inefficiently organized and uncomfortable for visitors, staff and volunteers, IBP's leadership wanted to salvage the building if possible.

Working closely with IBP, we evaluated their current structure and helped them decide whether to relocate or renovate. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

While salvaging the existing structure, bearing walls and roof, we introduced a new mechanical system and generated a flexible, open layout that allows staff and volunteers to operate efficiently now and into the future. IBP's headquarters is now a comfortable, safe work environment that supports the long-term logistical goals of their organization while showcasing the beauty of their historic structure.

## FOCUS ON RE-USE

FOR OVER 10 YEARS THE MAJORITY OF OUR WORK HAS BEEN FOCUSED ON RENOVATIONS AND ADAPTIVE RE-USE PROJECTS.

WE HAVE ACCEPTED AND SUCCESSFULLY DELIVERED RENOVATION PROJECTS SO CHALLENGING OTHER FIRMS CALLED THEM IMPOSSIBLE.



# INTERNATIONAL BOOK PROJECT

---

In 2016 the International Book Project (IBP) developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Working closely with IBP, we evaluated their current building and helped them make the difficult decision whether to abandon or renovate their existing location. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

We hosted a weekend Charrette (aka visioning session) for IBP administrators, staff and board members during which we facilitated a discussion about their operations and environment then translated that information into a working program. Using that program we generated a flexible, open layout that would allow staff and volunteers to operate efficiently now and into the future.

## PROJECT TYPE(S)

RENOVATION  
BRANDED ENVIRONMENT  
CUSTOM FABRICATION  
HISTORIC PRESERVATION

## CLIENT

INTERNATIONAL BOOK PROJECT

## LOCATION

LEXINGTON, KY

## COST

PRIVATE PROJECT

## AREA

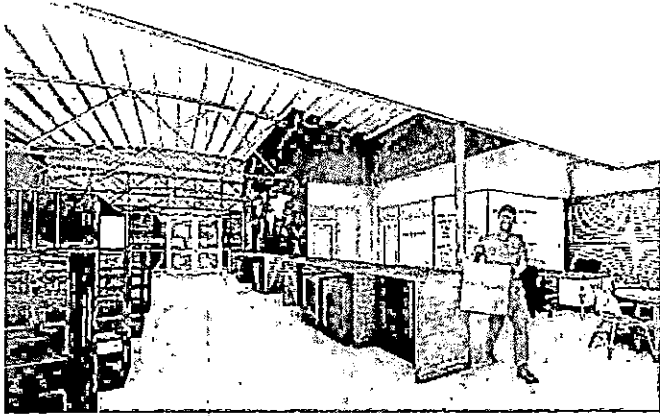
7,500 SF

## STATUS

COMPLETED 2018

## REFERENCE

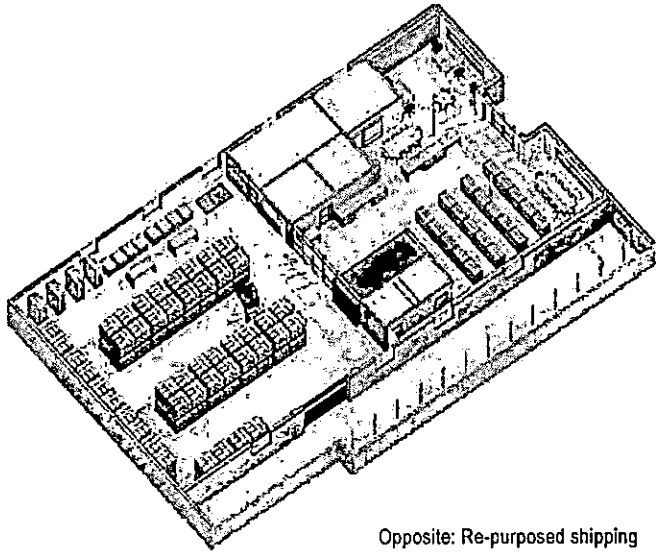
LISA FRYMAN, EXECUTIVE DIRECTOR  
INTERNATIONAL BOOK PROJECT  
859.254.6771



IBP's need for flexible space is supported by the custom casework we designed and fabricated especially for this project. The sturdy mobile kitchen island and rolling work tables can handle the weight of piles of books and allow staff and volunteers to reconfigure their space into the ideal environment for each operational task.

**“THEIR STAFF OF ARCHITECTS WAS ENTHUSIASTIC, RESPONSIVE, CREATIVE, AND RESPECTED OUR BUDGETARY CONSTRAINTS. THEY UNDERSTOOD US.”**

LISA FRYMAN  
EXECUTIVE DIRECTOR  
INTERNATIONAL BOOK PROJECT



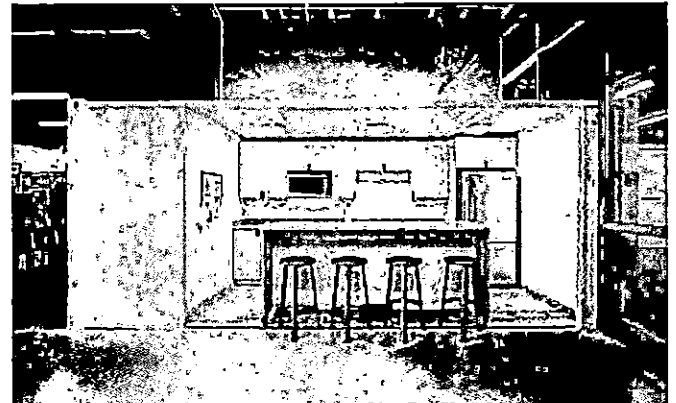
Opposite: Re-purposed shipping container kitchenette with custom casework by Nomi

Top: Concept rendering. View from main entrance

Middle: 3D plan view of building

Bottom Left: Concept rendering of warehouse space

Bottom Right: View from kitchenette to office flex-space









PROJECT TYPE  
 PLANNING/ PROGRAMING  
 NEW CONSTRUCTION  
 CUSTOM FABRICATION

CLIENT  
 BLUEGRASS STOCKYARD.

LOCATION  
 LEXINGTON, KY

COST  
 PRIVATE PROJECT

AREA  
 236,650 SF

STATUS  
 COMPLETED 2017

REFERENCE  
 JIM AKERS, C.O.O.  
 BLUEGRASS STOCKYARDS  
 859.255.7701

# BLUEGRASS REGIONAL MARKETPLACE

On January 30th of 2016 the historic stockyards near downtown Lexington caught fire and burned. Almost all of the 10-acre property was destroyed. Blue Grass Stockyards (BGS) came to Nomi in mid-February to discuss

**“I REALLY APPRECIATE THE WORK THAT... YOUR CREW HAVE DONE ON THIS PROJECT. YOUR PART OF THIS HAS BEEN IMPECCABLE, PROFESSIONAL AND STRAIGHT FORWARD.”**

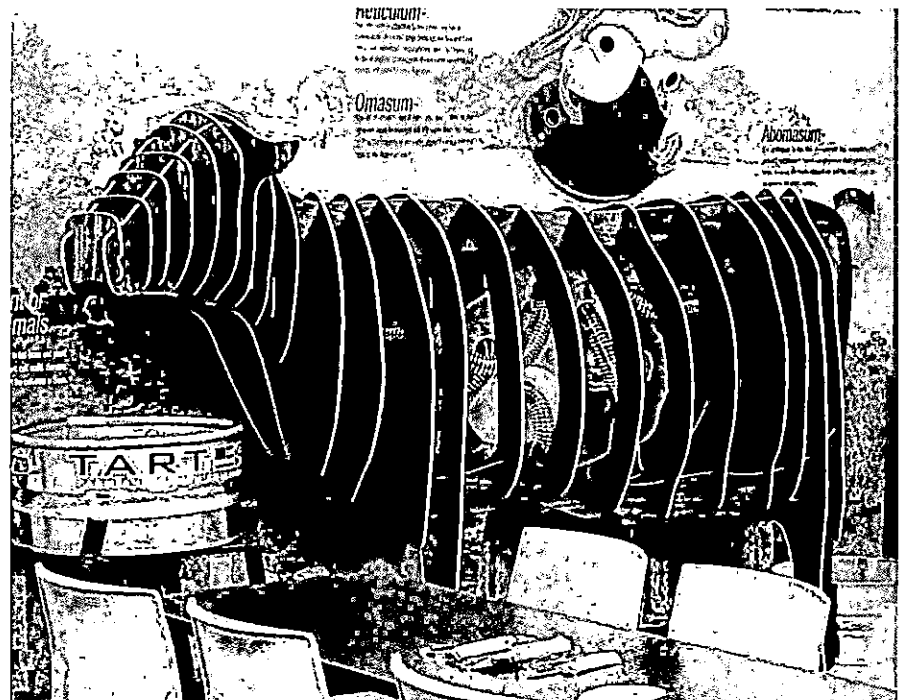
- JIM AKERS, C.O.O.  
 BLUEGRASS STOCKYARDS

rebuilding a new state-of-the-art facility on a complex site in Fayette County. We worked quickly and collaboratively with BGS to develop a design that re-invents the idea of what stockyards can be. Just eight months later, in September, 2016 we broke ground on a new site near the Kentucky Horse Park.

Left: View of "Main Street" from the loft

Top Right : "Main Street" concept rendering

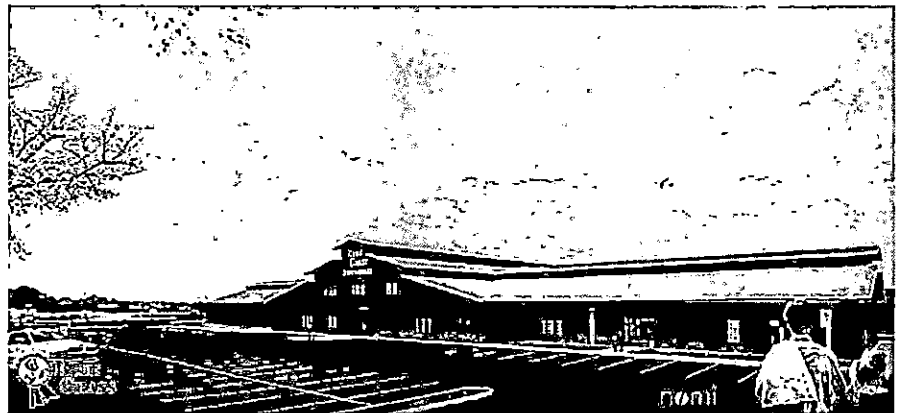
Bottom Right: Interactive learning display at The Y.A.R.D.S. Beef Education Center





Top: Aerial view

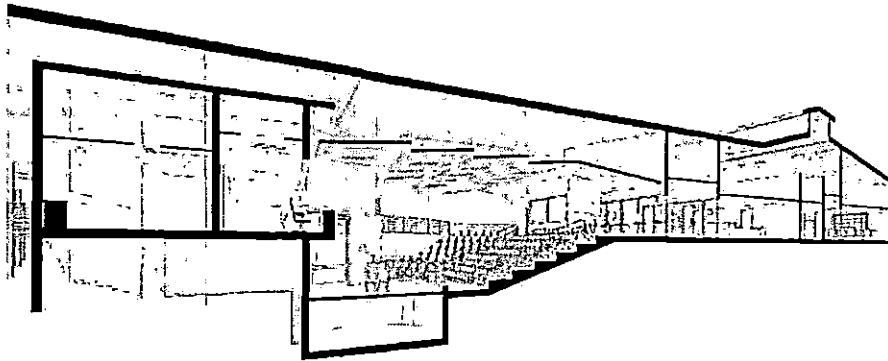
Bottom: Original exterior concept rendering



The new Lexington stockyards is a complex and unique type of facility that pairs time-tested methods of operation with leading trends in agribusiness. Similar to the other facilities owned by BGS, the new public building houses stockyards administrative and sales offices, a sales arena and café. But there are also new functions added which will alter their business model and transform

how BGS interfaces with the public. The Lexington location now has dedicated areas for media services and internet sales, leasable space for agricultural retailers and even a museum and learning center where the public can learn about the history and operations of the cattle business. While streamlining sales operations, the new Lexington location will also nurture a new type of relationship

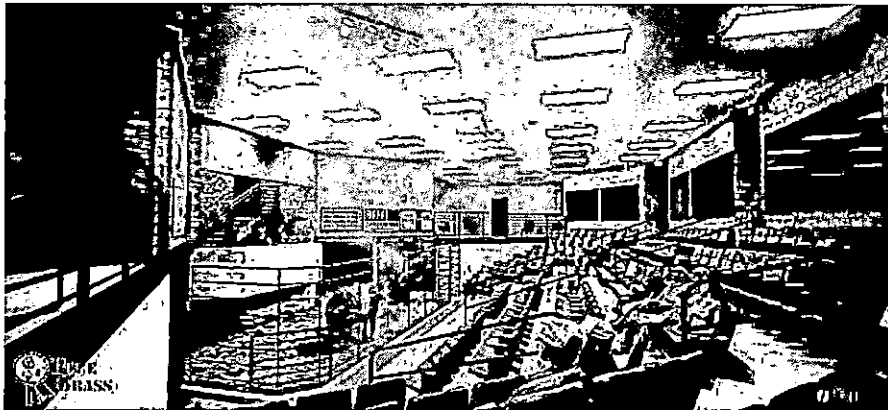
with the community and make Blue Grass Stockyards a key player in agritourism, one of the fastest growing segments of the travel industry.



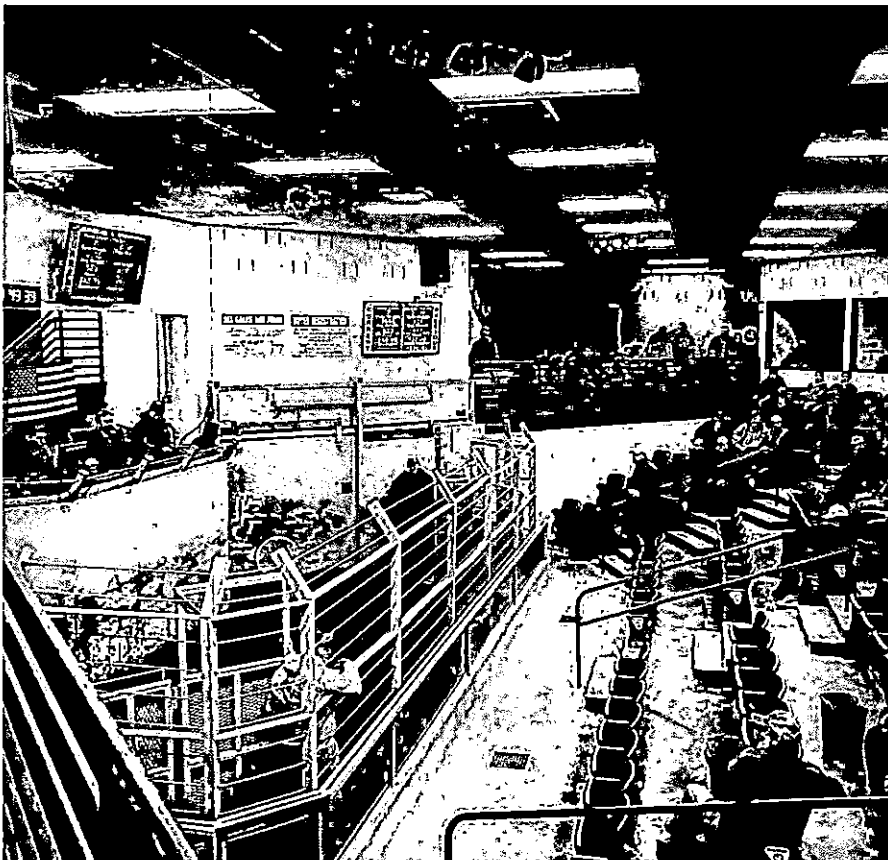
We worked closely with BGS to develop an architectural style specific to their brand. In order to recreate the ‘magic’ of the original sales arena, we studied its dimensions, proportions

**“THE CREATION OF THE BLUEGRASS REGIONAL MARKETPLACE IS A TRUE ATTRIBUTE TO OUR CITY.”**

- CARLA BLANTON  
BOARD CHAIR  
COMMERCE LEXINGTON



and sight lines and incorporated those into the new design. We also re-purposed the original brick pavers from the old stockyards for the main entry hall floor of the new sales building; a modern, double-height space filled with daylight and lined with retail storefronts. By melding historical elements and agricultural visual cues with modern proportions and materials we designed Blue Grass Stockyards’ new location in a style we like to call ‘AgMo’ or Agricultural Modern; a style we feel expresses their history while supporting their forward-thinking business approach.



Top: Perspective section through sales offices, arena and scale pit

Middle: Sales arena concept rendering

Bottom: Arena in use during a typical sale day



# FAIRVIEW IND. HIGH SCHOOL RENOVATION

Top: Front entry and bell tower

Bottom: Initial conceptual sketch to produce solutions for circulation and space planning

**PROJECT TYPE**  
ADDITION/RENOVATION

**LOCATION**  
ASHLAND , KY

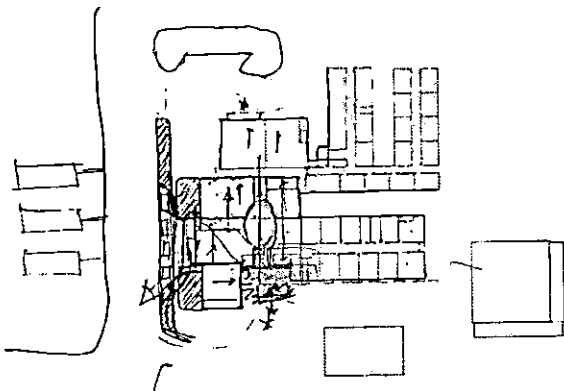
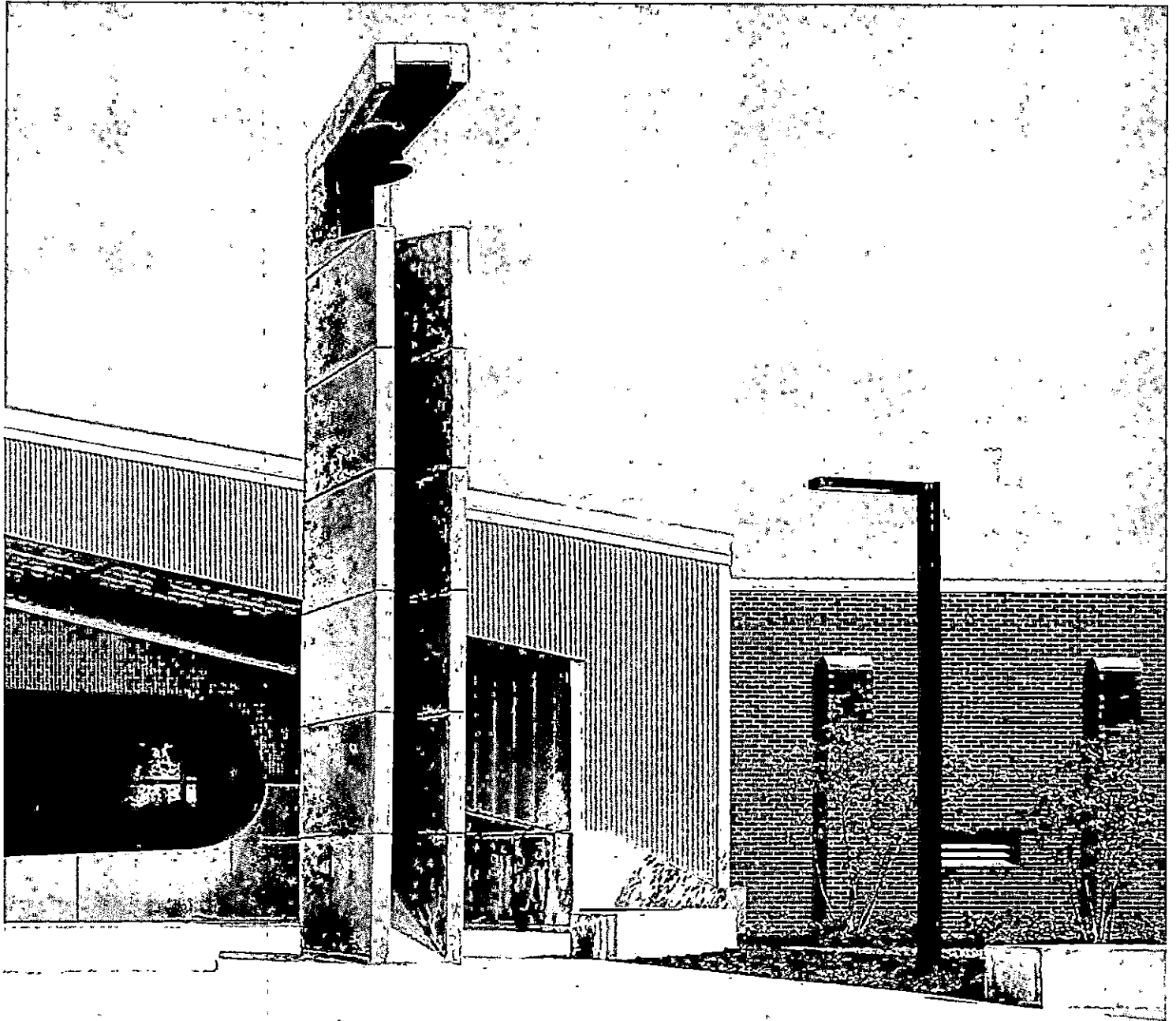
**AREA**  
37,078 S.F.

**REFERENCE**  
MICHAEL TAYLOR  
SUPERINTENDENT  
606.324.9226

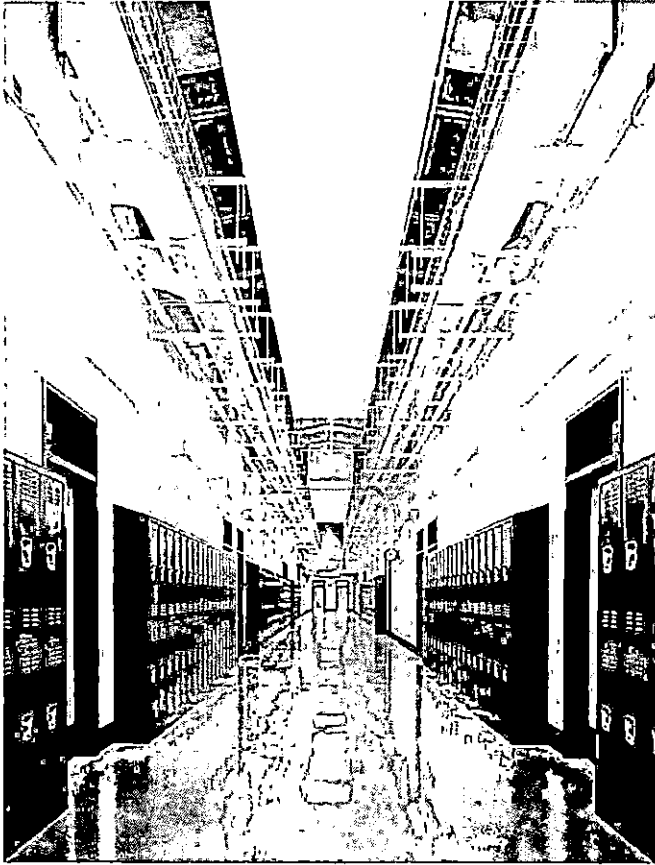
**CLIENT**  
FAIRVIEW INDEPENDENT  
BOARD OF EDUCATION

**COST**  
\$ 7,570,200

**STATUS**  
COMPLETED 2016



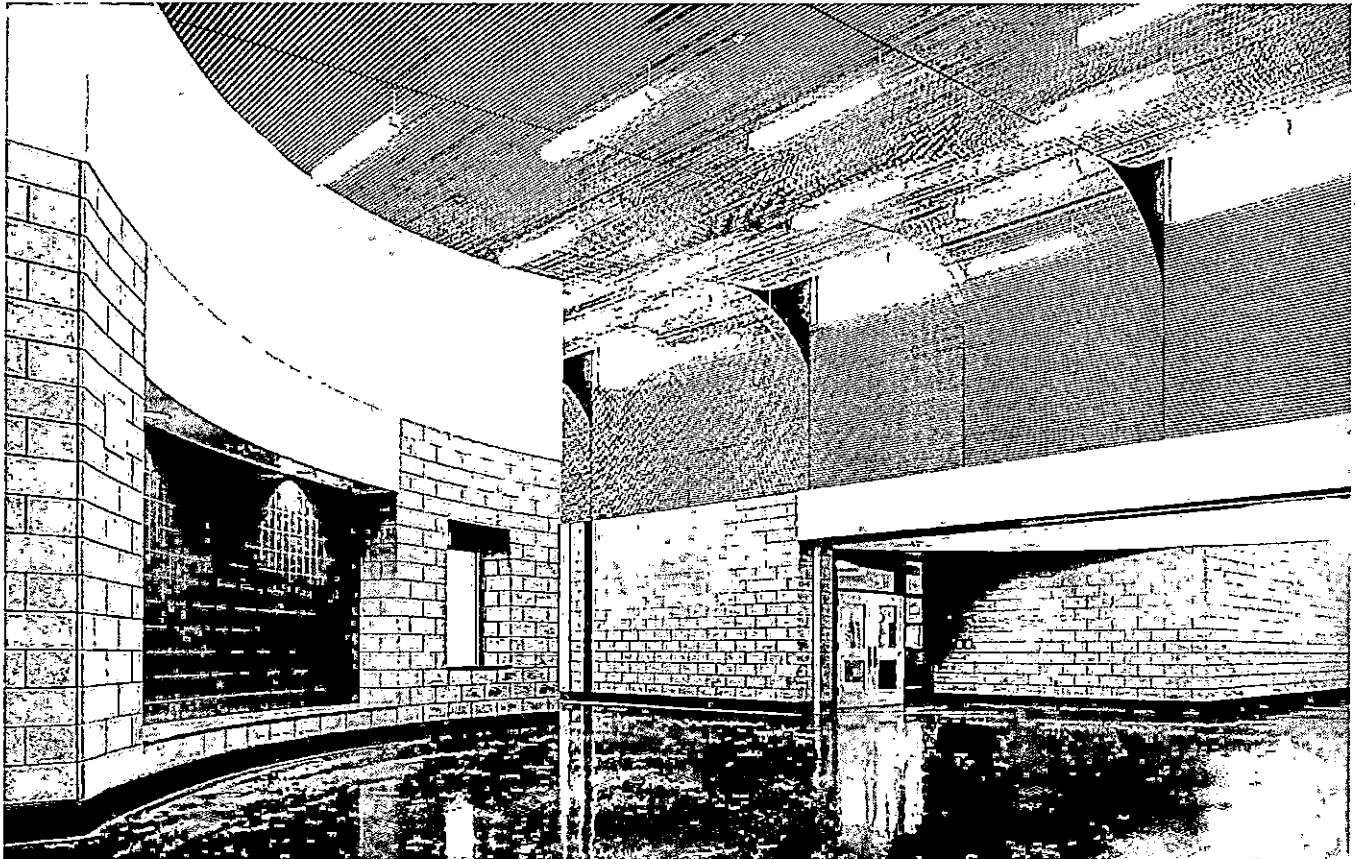
The Fairview Independent school district needed to consolidate their middle school and their high school into a single building. Working closely with the district, we developed a design approach that combines the schools while maintaining discrete environments appropriate for each age group. The design team re-arranged functions within the existing building to better serve the students and added a new classroom wing to accommodate the increased population.

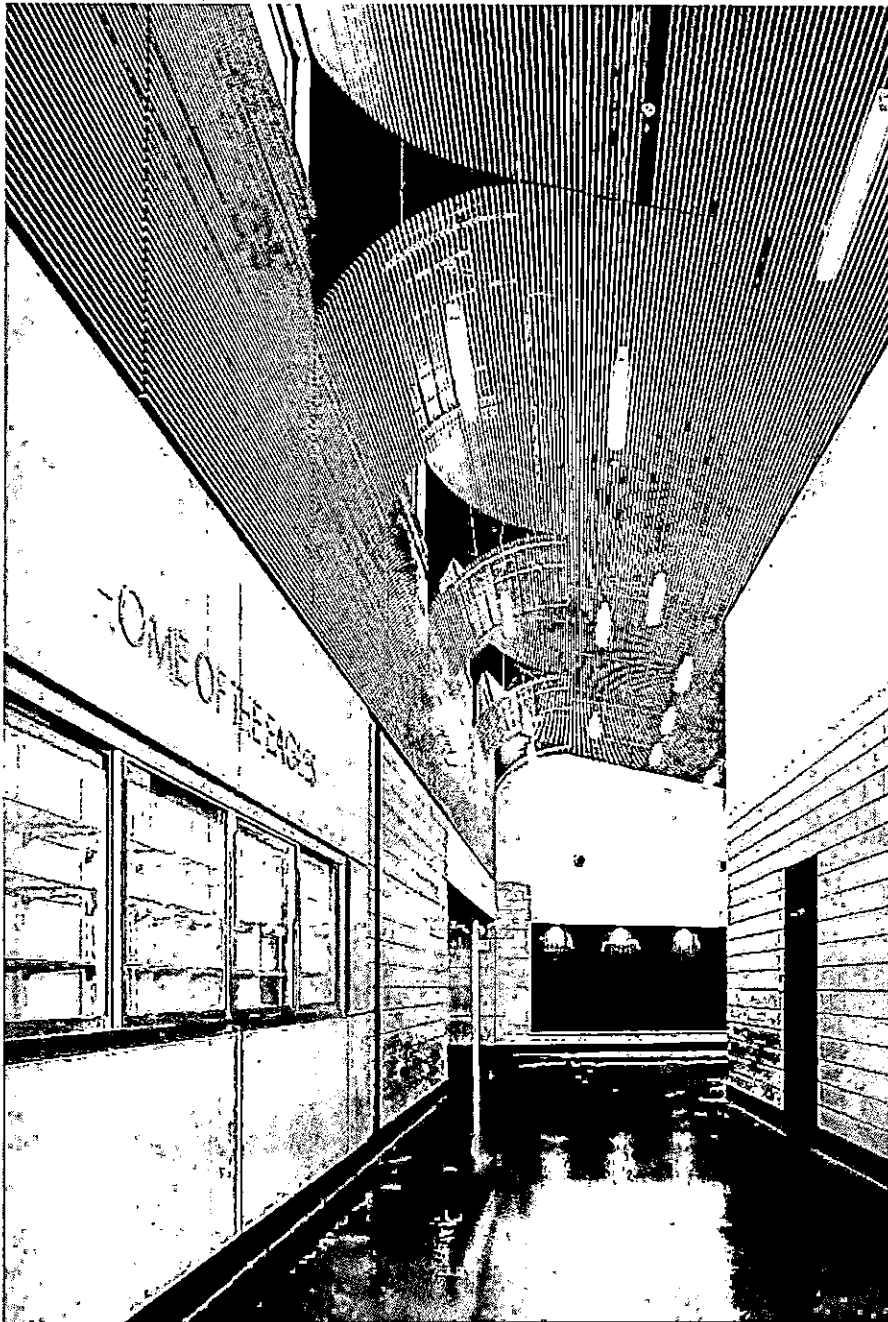


Top left: Entry and lobby space

Top right: Renovated hallway with new roof monitor

Bottom: Main lobby, entry with new clerestory windows





Top: Hallway with new clerestory windows for extra daylight

Bottom: Exterior concept sketch

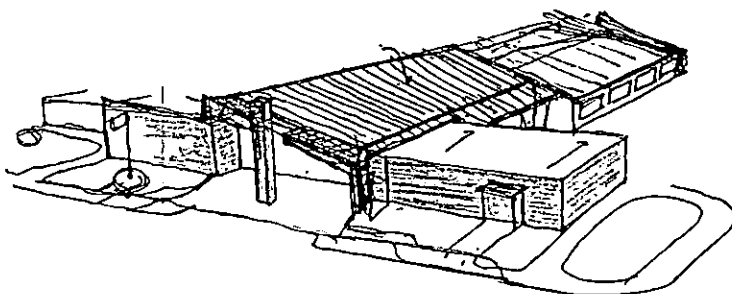
**S**erving as a common space for all students, the media center moved to the centrally located space of the existing cafeteria. The media center is now a double-height, light-filled, flexible environment partially dedicated to collaborative student learning. To better serve the larger student population, we converted the existing front office, media center and computer classrooms into a new, larger kitchen and cafeteria and collaborated with vendors to select furniture that best supports learning and innovation.

**“THANK YOU FOR THE WONDERFUL WORK ON THE HIGH / MIDDLE SCHOOL CONSTRUCTION PROJECT.”**

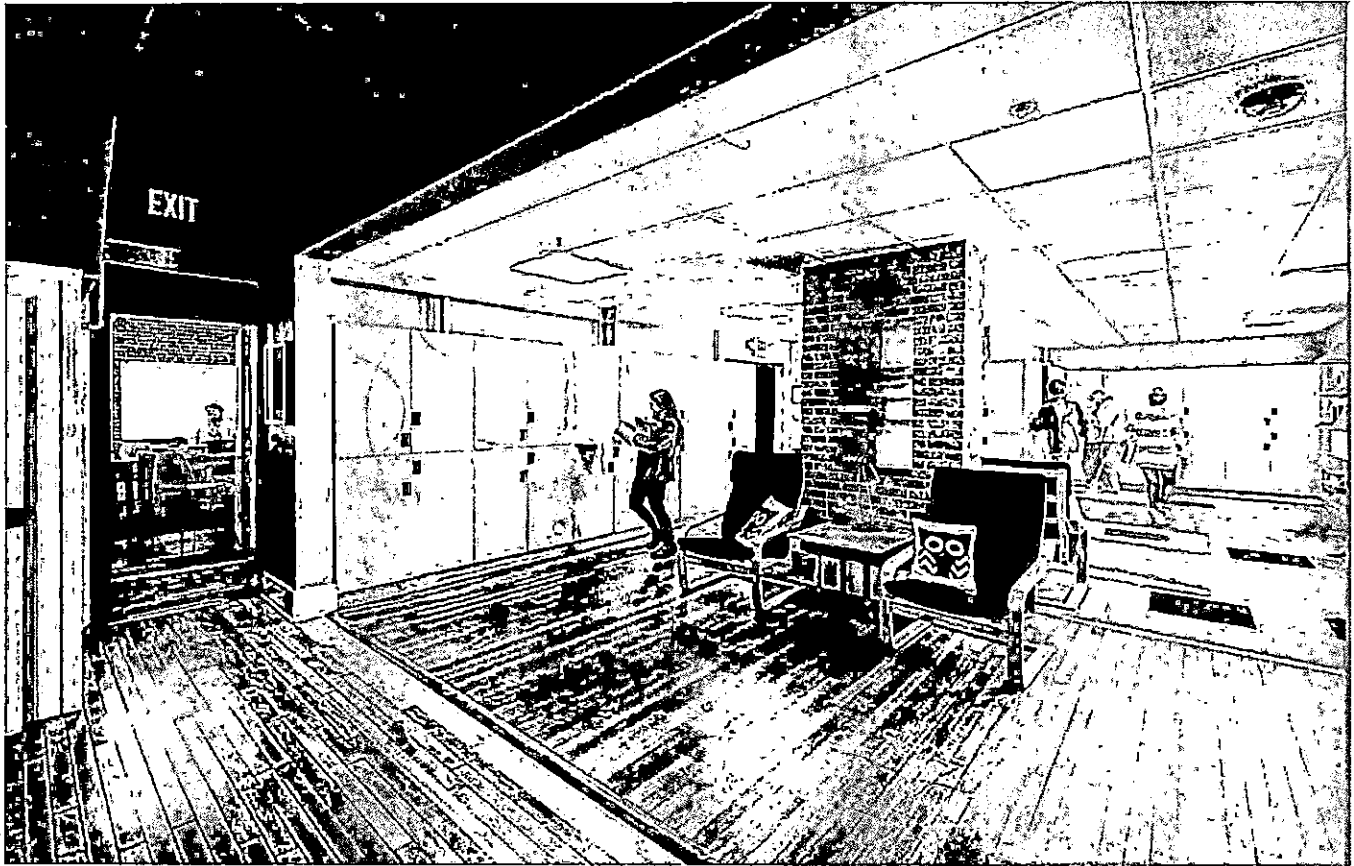
**- MICHAEL TAYLOR  
SUPERINTENDENT  
FAIRVIEW IND. SCHOOLS**

The new entry funnels visitors through a secure checkpoint to a large and dynamic lobby. Built-in display cases and seating along with natural light and proper acoustics promotes school pride and encourages moments of social interaction between the students.

Planned circulation patterns and environments specific to each age group create controlled moments of interaction between both middle and high school students and help achieve Fairview’s goal of balancing separation and connection for two student bodies.







# PROVIDENCE MONTESSORI M.S.

Providence Montessori Middle School is an adaptive reuse renovation of the historic 1880's residential structure once known as the Florence Crittendon Home. The main structure has a large central entrance with wonderful historic characteristics such as wide plank floors and exposed masonry walls. A mid-century addition provides large rooms and an existing outbuilding at the rear of the property serves as an open learning space. The campus also has an abundance of open agrarian area which allows students to engage with nature through education.

Nomi's approach to this project exposed the original materials and maximized flexibility of existing spaces in order to accommodate multiple learning models. The complete design was done by nomi including the product design of desks, teachers' tables and lockers. All of these elements were made and installed by our in-house fabrication studio.

**PROJECT TYPE**  
ADAPTIVE RE-USE  
HISTORIC PRESERVATION  
RENOVATION  
CUSTOM FABRICATION

**CLIENT**  
PROVIDENCE MONTESSORI SCHOOLS

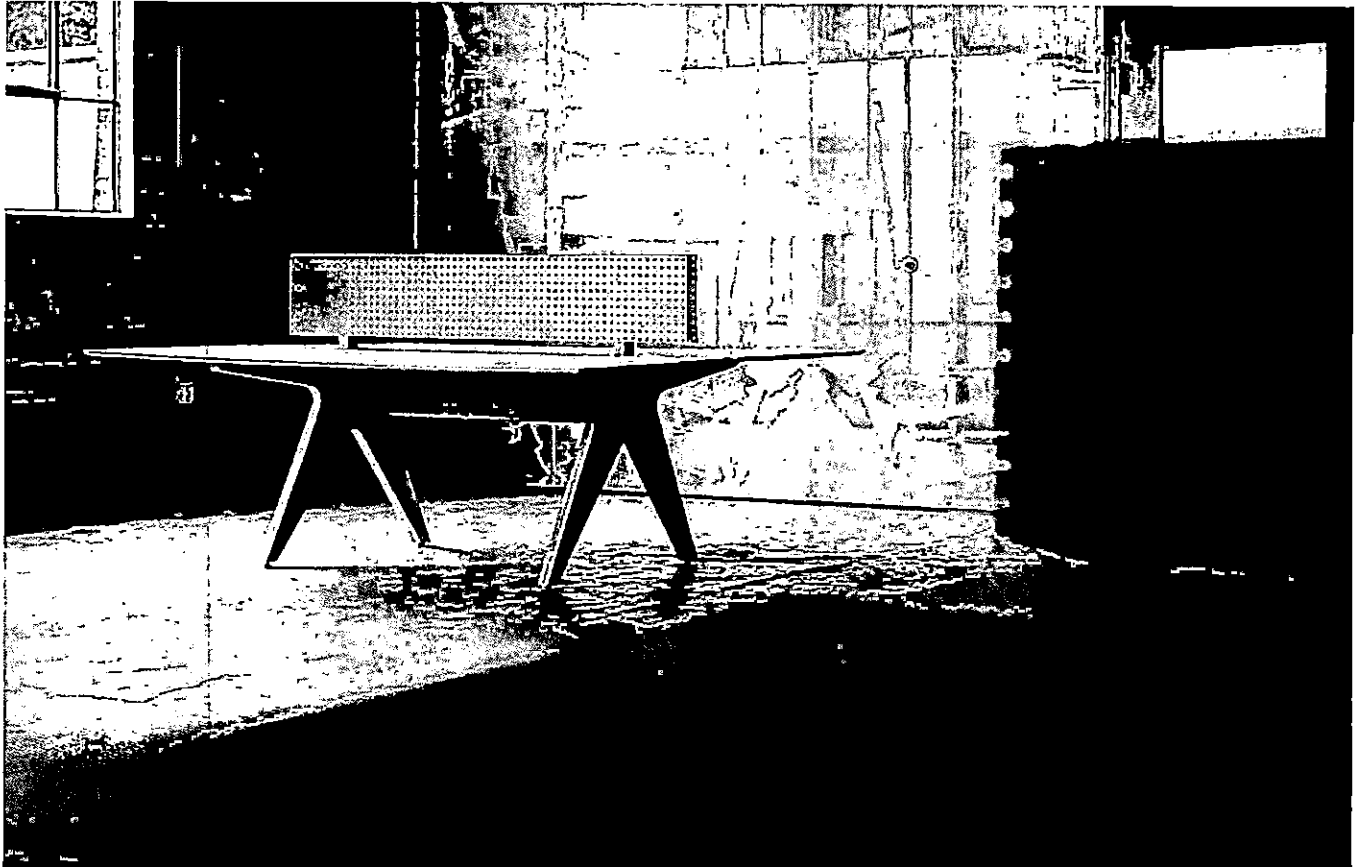
**LOCATION**  
LEXINGTON, KY

**COST**  
\$ 334,800

**AREA**  
8,048 SF

**STATUS**  
COMPLETED 2014

**REFERENCE**  
ROB BROWN  
PRESIDENT  
PROVIDENCE MONTESSORI SCHOOLS  
859.255.7330



# PLANTORY AT THE BREADBOX

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Located in the BreadBox, a former bread factory on the North side of Lexington, The Plantory is a multi-tenant nonprofit incubator for social innovation which offers affordable workspace options for small nonprofit or start-up organizations. Nomi collaborated with the Plantory to design their new space as well as custom workspace furniture to fit their needs through our in-house fabrication studio.

The project had almost no waste due to the re-purposing of materials recovered during the fabrication process. The conference room screen walls, for example, were made from remnants of the plywood sheets after Computer Numerical Control (CNC) cuts for the desk frames were made.

**PROJECT TYPE**  
ADAPTIVE RE-USE  
BRANDED ENVIRONMENT  
RENOVATION  
CUSTOM FABRICATION

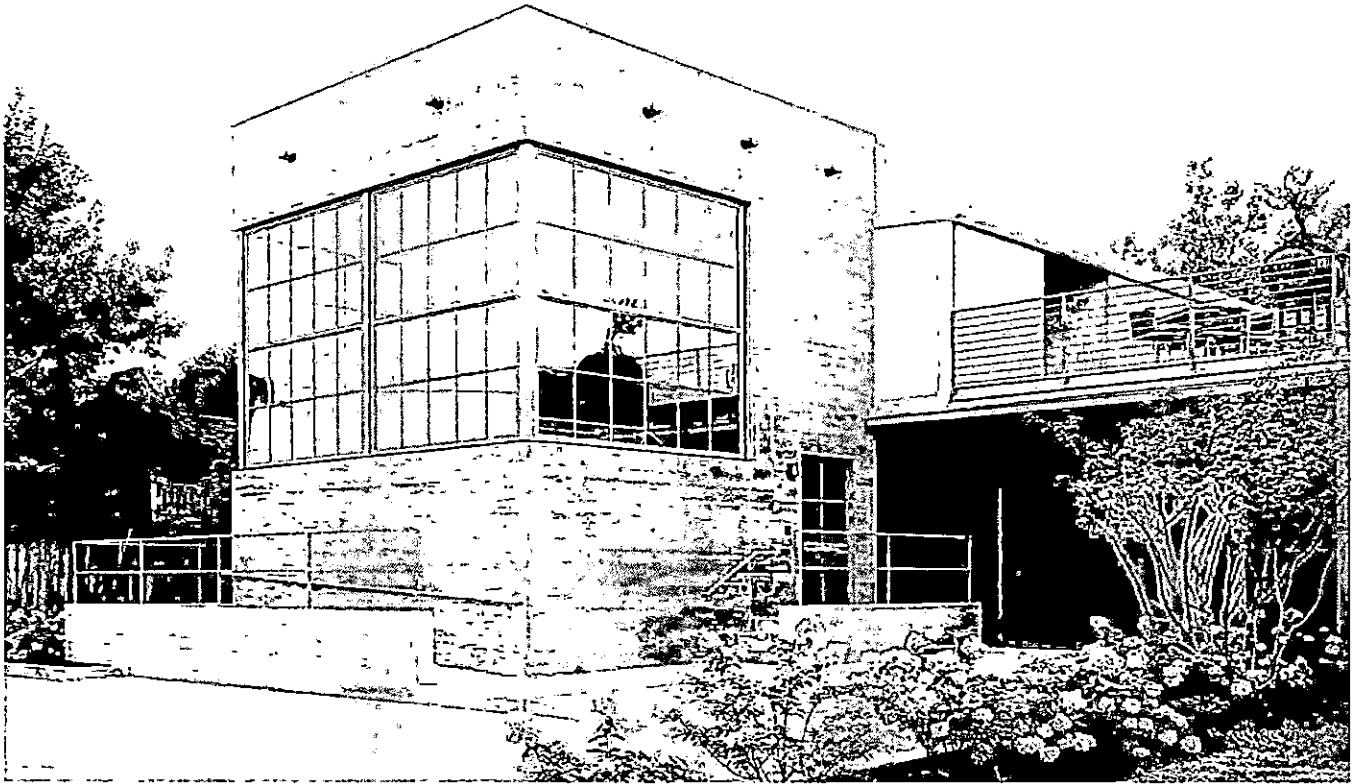
**CLIENT**  
THE PLANTORY

**LOCATION**  
LEXINGTON, KY

**COST**  
PRIVATE PROJECT

**AREA**  
N/A

**STATUS**  
COMPLETED 2014



## MOOSE LODGE (RESPEC, INC. OFFICES)

What began as a renovation to a dilapidated 1840's Federal Style Residential structure, quickly turned into a large-scale Preservation and Architectural undertaking. With an important history as a residence, having been constructed for the first editor of Lexington's newspaper, the building served many uses over the years. Most recently the building had been a Moose Lodge and WellCare facility. Having been abandoned over a decade ago, the current owners, Linda Carroll and John Morgan, sought to renovate as a headquarters for a noted natural resources firm, Respec, Inc.

The entry is a blend of old vs. new with exposed, once-exterior, brick walls. An open floor plan creates meeting, library and lounge space which gives way to a kitchen, bath and shower suite. On the second floor the original sleeping porch now houses an open office. A large window provides access to a roof top terrace with sweeping views of downtown Lexington. The rear stair tower provides views and engagements with the existing building as you pass from the original brick building into the modern concrete addition then back into the historic space.

**PROJECT TYPE**  
ADAPTIVE RE-USE  
ADDITION  
HISTORIC PRESERVATION  
RENOVATION

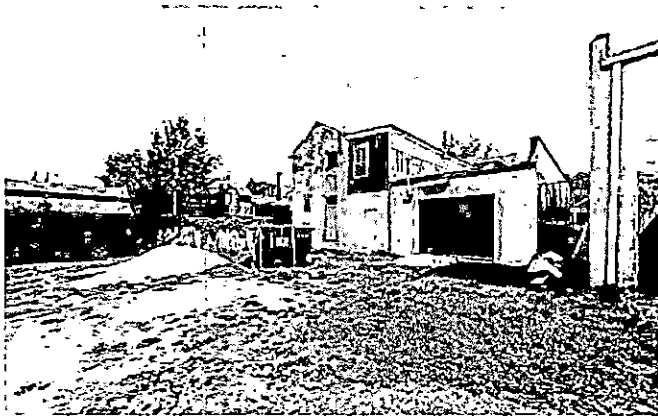
**CLIENT**  
LINDA CARROLL & JOHN MORGAN

**LOCATION**  
LEXINGTON, KY

**COST**  
PRIVATE PROJECT

**AREA**  
5,300 SF

**STATUS**  
COMPLETED 2015



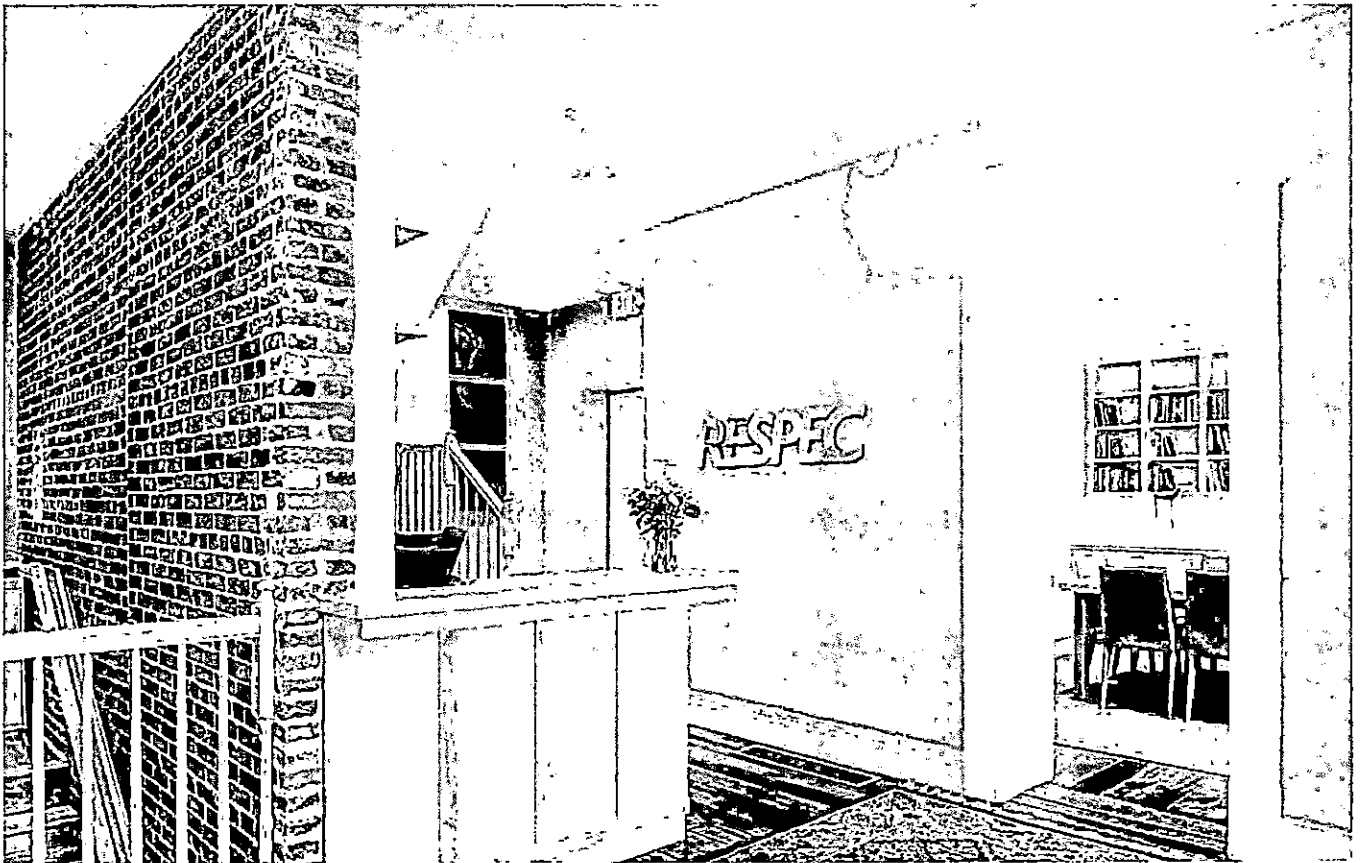
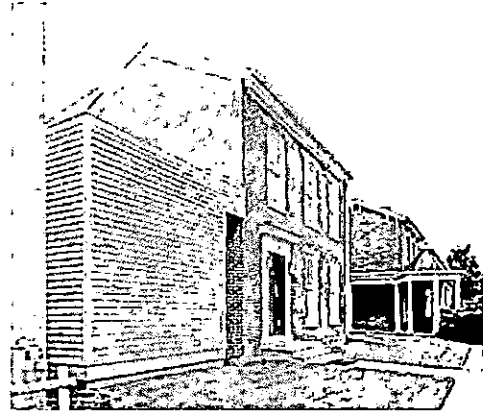
Opposite: Rear addition

Top left: "Before" photo of the rear of the building

Middle left: "Before" photo of the front of the building

Middle right: "After" photo of the front of the building

Bottom: Lobby and main entrance





# FCPS MEDIA SERVICES & CENTRAL WAREHOUSE

Fayette County Public Schools purchased a large industrial building to consolidate warehouse operations from multiple locations and house various other departments. The architect worked closely with the district to perform an extensive programming study identifying facility needs and evaluating how various departments could function efficiently from one building. Some departments needed direct access to warehouse storage while others needed to be easily accessible to the public and/or staff in the district.

The adaptive re-use of the building included modifying approximately one third of the building into a two-story office space. Measures were taken to bring natural light into the office lobby space by removing a portion of the concrete panel façade and replacing it with glass curtain wall. In addition, clerestory windows were added to a pop-up at the roof running the full length of the corridor. Openings in the second floor allow the natural light to filter down to the first level while interior windows in the hallway allow that light to continue into the internal spaces.

**PROJECT TYPE**  
ADAPTIVE RE-USE  
ADDITION  
RENOVATION

**CLIENT**  
FAYETTE COUNTY BOARD OF  
EDUCATION

**LOCATION**  
LEXINGTON, KY

**COST**  
\$ 9,307,438

**AREA**  
124,590 SF

**STATUS**  
COMPLETED 2013

**REFERENCE**  
BILL WALLACE, DIR. FACILITY  
DESIGN & CONSTRUCTION  
FAYETTE CO. PUBLIC SCHOOLS  
859.381.3824



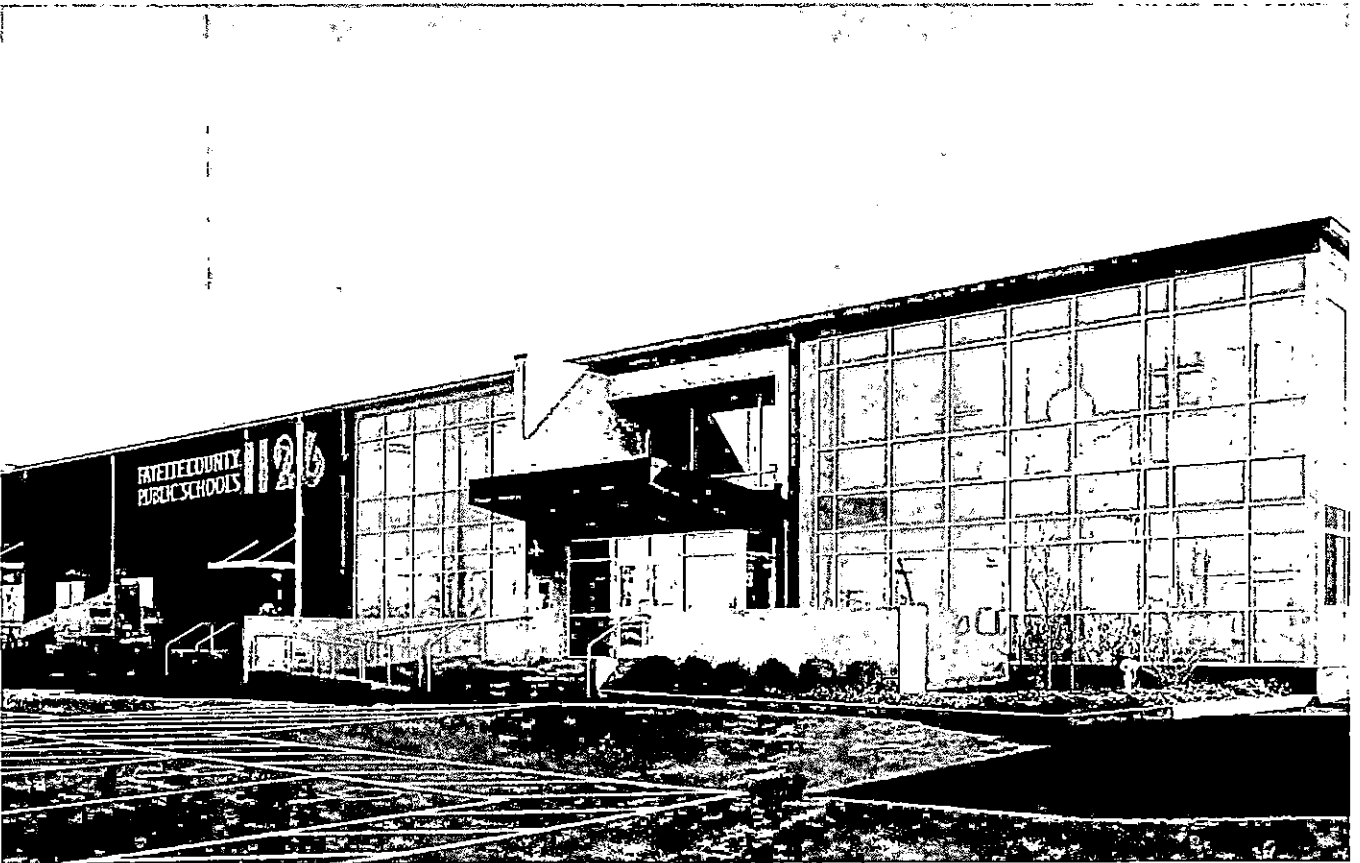
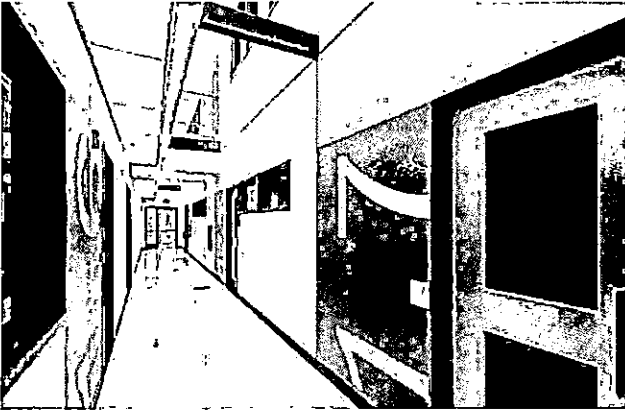
Opposite top: Central hall with new roof monitor for extra daylight

Top: Logistical services

Middle left: First floor central corridor with new roof monitor

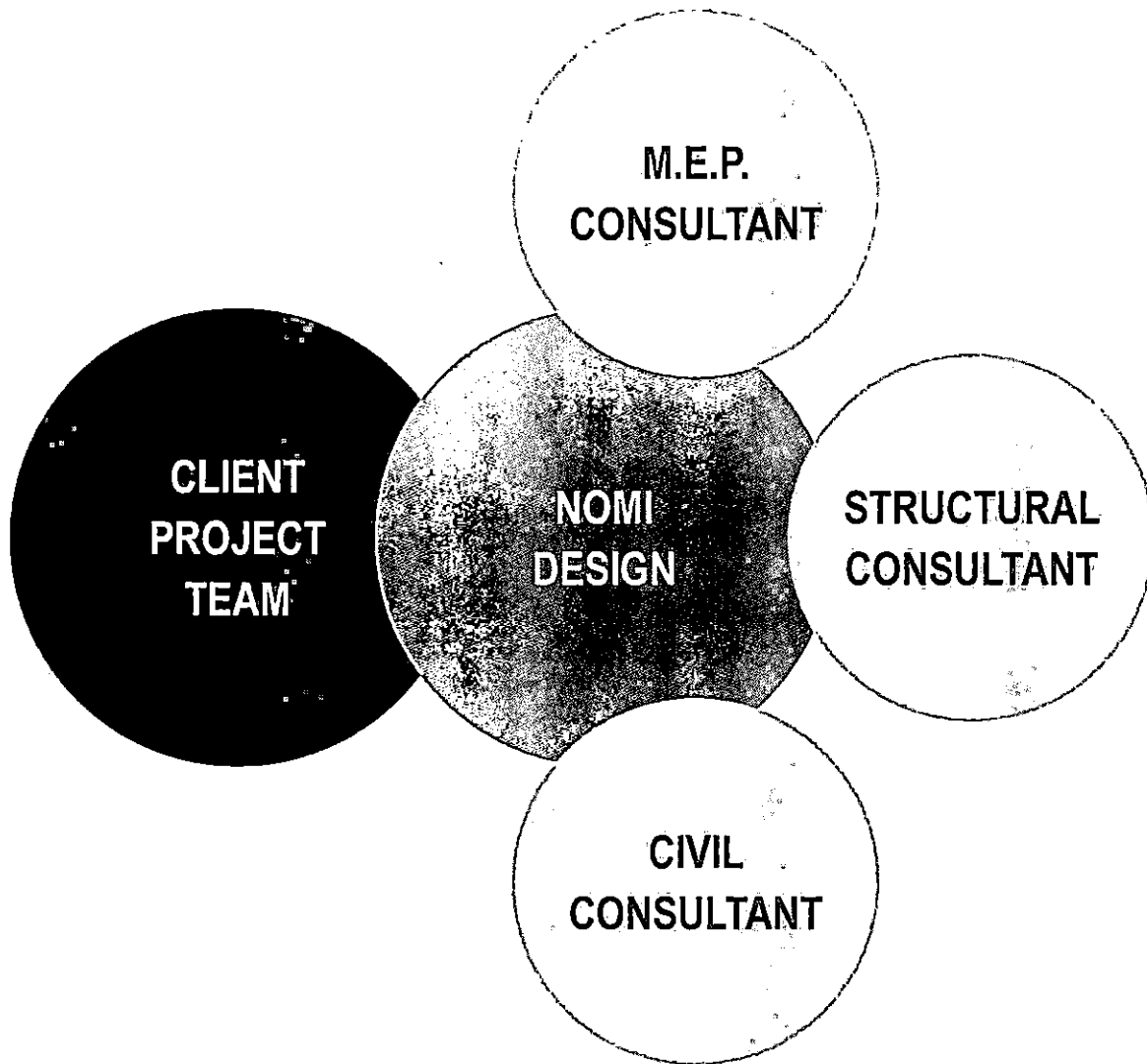
Middle right: Main lobby, entry and service counter

Bottom: Front exterior



# **PROJECT TEAM**

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# YOUR PROJECT TEAM

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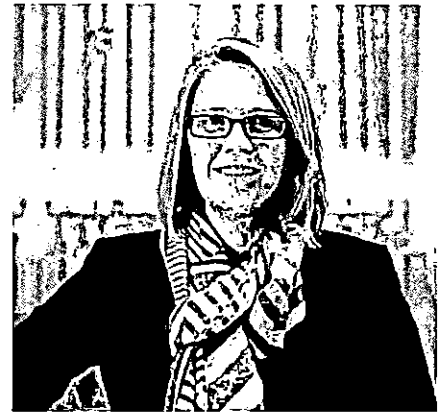
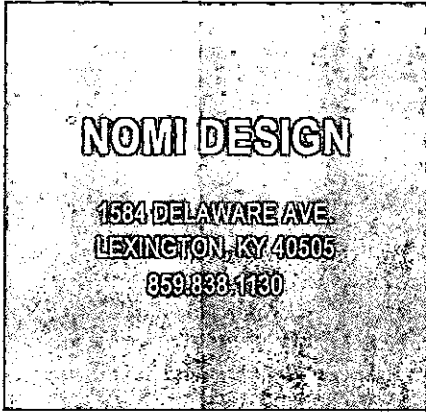
YOUR TEAM WILL ALWAYS INCLUDE AN EXPERIENCED MANAGER WHO IS ENGAGED IN YOUR PROJECT FROM BEGINNING TO END

top: diagram of project team composition and workflow

As the prime consultant Nomi will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration.

We are fully committed to dedicating the staff necessary to complete this job. With two offices and 14 in-house employees we have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project.





**MATTHEW BROOKS, AIA**  
PRINCIPAL-IN-CHARGE

Matthew is the owner and principal architect of Nomi Design. He will participate in major client meetings and direct the architect assigned to your project.

**PAM CLEMENTS, AIA**  
PROJECT MANAGER / ARCHITECT

Pam is responsible for leading the architectural design and coordination of the project. She will focus on functional planning and design elements and will be active in all design components.



**REBECCA COX, LEED AP**  
PROJECT COORDINATOR

Becca is responsible for the project deliverables. She will be involved in design decisions and will oversee production of the design documents.



**STEVE NGANDU-SANKAYI**  
DESIGNER

Steve will assist the project architect and the project coordinator in the production of design drawings.

**CIVIL CONSULTANT**  
  
CARMAN  
  
310 OLD VINE STREET  
LEXINGTON, KY 40507  
859.254.9803  
CARMANSITE.COM

**STRUCTURAL CONSULTANT**  
  
BROWN + KUBICAN  
  
2224 YOUNG DRIVE  
LEXINGTON, KY 40505  
869.543.0933  
BROWNKUBICAN.NET

**M.E.P. CONSULTANT**  
  
STAGGS AND FISHER  
  
3264 LOCHNESS DRIVE  
LEXINGTON, KY 40517  
859.271.3246  
SFENGINEERING.COM

# MATTHEW BROOKS

## AIA, PRINCIPAL ARCHITECT

Kentucky: Architect #5679  
New York: Architect #029593  
Indiana: Architect  
Tennessee: Architect

ROLE: PRINCIPAL-IN-CHARGE

Bachelor of Architecture  
College of Architecture  
University of Kentucky, 1994



**M**atthew is the owner and founder of Nomi Design. A registered architect in Kentucky, Indiana, New York and Nevada, Matthew's comprehensive body of work spans a wide variety of project types, and sizes.

Informed by his experience working with Herbert Beckhard (a former partner of the Bauhaus master, Marcel Breuer), Matthew subscribes to the philosophy that the strength of any architectural project lies in its unique set of components: Variations in the type, scale, scope, history, and budget of a project influence innovation and design elements, thereby generating a uniquely specific response to each design challenge.

Matthew believes that architecture is a holistic practice that should be environmentally, socially, and financially sustainable. He challenges himself and the firm to consider each project in terms of 'the bigger picture', and to assimilate that understanding into relevant architecture that is an extension of the client's vision paired with the architect's talent.

### NOTABLE PROJECTS

International Book Project - Lexington, KY  
Principal in charge, Architecture & Fabrication  
7,500 SF Renovation of a non-profit's existing headquarters in an historic property.

Bluegrass Regional Marketplace  
Lexington, KY  
Principal in charge, Architecture & Fabrication  
250,000 SF New Construction of a new building typology combining livestock barn and sales arena with an office and retail complex.

Fairview High School - Fairview, KY  
Principal in charge, Architecture  
16,000 SF renovation & 21,000 SF addition to combine high schoolers and middle schoolers into one facility.

East Bernstadt Elementary  
East Bernstadt, KY  
Principal in charge, Architecture  
42,100 SF addition/renovation. A strategic intervention to an existing campus.

Providence Montessori Elem. - Lexington, KY  
Principal in charge, Architecture & Fabrication  
2,300 SF renovation of an underutilized space in an existing elementary school into a library and flexible program room.

Providence Montessori Middle - Lexington, KY  
Principal in charge, Architecture & Fabrication  
8,000 SF renovation of the historic Florence Crittenton Home into new middle school.

Fayette Co. Public Schools Media Services & Central Warehouse - Lexington, KY  
Principal in charge, Architecture  
100,000 SF renovation & 20,000 SF addition. Adaptive reuse of a 1970's pre-cast concrete building into a media services hub and central distribution warehouse for the district.

Harlan Humanities - Harlan, KY  
7,100 SF band & choir room addition to existing Middle / High School.

### WORK HISTORY

October 2015 - Present  
Founder and Owner,  
Nomi Architecture, Design, Fabrication  
Lexington, KY

April 2012 - October 2015  
Founder and Owner,  
all32 Architecture | Design - Lexington, KY

July 2008 - April 2012  
Owner  
Lucas/Schwering Architects - Lexington, KY

February 2007 - July 2008  
Omni Architects - Lexington, KY

February 2004 - February 2007  
Lucas/Schwering Architects - Lexington, KY

May 2001 - January 2004  
Beckhard Richlan Szerbaty - New York, NY

### PROFESSIONAL AFFILIATIONS

Blue Grass Trust: Board Member,  
Preservation & Education Committee Member

Leadership Lexington Class 2017-2018

UK CoD: Advisory Panel & Guest Critic

AIA EKC: Past President - 2009  
President - 2008  
Vice President - 2007

FCPS 1 to 1 Reader Participant

Speaking Engagements:  
AIA 2017 OVR Convention  
AIA Columbus "New Urban Agenda Symposium" 2017  
AIA Cincinnati - Vision Design Series 2018

# PAMELA CLEMENTS

## AIA, ARCHITECT

Bachelor of Architecture  
College of Architecture  
Cum Laude - Alpha Rho Chi Medal  
University of Kentucky, 2002

Kentucky - Architect # 6454  
NCARB #131120

ROLE: PROJECT MANAGER/PROJECT ARCHITECT



**P**am has been a registered Architect since 2008. She has built a portfolio of work based on innovative yet cost effective design solutions with a focus on improving the communities in which she works. Education design is one of her passions because she believes learning environments can make the biggest impact on our youth. "Start them off with vibrant memories of education so they become life long learners", is Pam's motto. She is instrumental in the research and development of new methodologies and technologies at Nomi.

### NOTABLE PROJECTS

Fairview High School - Fairview, KY  
Project Manager & Architect  
16,000 SF renovation & 21,000 SF addition to combine high schoolers and middle schoolers into one facility.

Fleming County High School  
Flemingsburg, KY  
136,000 SF renovation of existing high school (alt32 Architecture | Design)

Bluegrass Regional Market Place  
Lexington, KY  
Project Manager  
250,000 SF New Construction of a new building typology combining livestock barn and sales arena with an office and retail complex for the Bluegrass Stockyards.

Southcentral Kentucky Community & Technical College (KCTCS)  
9,000 SF renovated to convert existing shop space into new classrooms

SCC Meece Hall - Somerset, KY  
3,000 SF select renovations to the Administration Building.

East Bernstadt Elementary  
East Bernstadt, KY  
Project Architect  
42,100 SF addition/renovation. A strategic intervention to an existing campus.

Providence Montessori Elementary  
Lexington, KY  
Project Manager & Architect  
2,300 SF renovation of an underutilized space in an existing elementary school into a library and flexible program room.

UK Health Sciences Classroom  
Lexington, KY  
3,200 SF auditorium fit-up for the UK college of dentistry and medicine.

Fairview Gymnasium - Fairview, KY  
10,500 SF gymnasium addition to existing elementary school.

Harlan Humanities - Harlan, KY  
7,100 sf band & choir room addition to existing Middle / High School.

Jones Park Elementary School - Liberty, KY  
New 65,000 sf elementary school.

### WORK HISTORY

October 2015 - present  
Project Manager & Architect  
Nomi Architecture, Design, Fabrication  
Lexington, KY

April 2012 - October 2015  
Project Manager & Architect  
alt32 Architecture | Design, Lexington, KY

June 2002 - April 2012  
Project Architect  
Lucas/Schwering Architects  
Lexington, KY

Fall 2001  
Teaching Assistant  
History and Theory of Architecture II  
University of Kentucky

Spring 2000  
Teaching Assistant  
Computers and Architecture  
University of Kentucky

June 1999 to June 2002  
Generation and Distribution  
Kentucky Utilities

### PROFESSIONAL AFFILIATIONS

2010 - AIA, East Kentucky, Secretary

2011 - 2016 - ACE Mentoring of the Bluegrass Lafayette High School, Lexington, KY

# REBECCA COX

## LEED AP, SENIOR DESIGNER

Bachelor of Architecture  
College of Architecture  
University of Kentucky, 2002

NCARB #113388  
LEED Accredited Professional



**B**ecca has lived and worked all over the world but is proud to call Lexington home. She has held positions in firms in Berlin, Chicago and Kentucky, including Perkins + Will, a top five design company. Her diverse background in international projects of all types and scales allows her to generate thoughtful and innovative answers to any design question. She practices a 'people first' approach to design in which the experience of the end user is paramount. In addition to her work as a designer and project manager on architecture and fabrication projects, Becca oversees Nomi's own branding and identity content.

### NOTABLE PROJECTS

Marion County Public Library - Lexington, KY  
Project Manager & Designer  
12,055 SF renovation and 6,745 SF addition to an existing library.

Bluegrass Regional Marketplace  
Lexington, KY  
Designer

250,000 SF New Construction of a new building typology combining livestock barn and sales arena with an office and retail complex for the Bluegrass Stockyards.

Nomi Design - Lexington, KY  
Brand Manager  
Branding/identity package, website design and content management, social media content manager.

Athenian Grill - Lexington, KY  
Interior/Graphic Designer and Project Manager for all Lexington, KY Locations  
Three restaurant fit-up projects and company branding package.

King Abdullah Financial District Parcel 4.10  
Riyadh, Kingdom of Saudi Arabia (KSA)  
Project Coordinator, BIM Manager  
(Perkins+Will)

Fayette Co. Public Schools Media Services & Central Warehouse - Lexington, KY  
Design & Technical Details  
100,000 SF renovation & 20,000 SF addition. Adaptive reuse of a 1970's pre-cast concrete building into a media services hub and central distribution warehouse for the district.

Princess Nora Bint Abdulrahman University Hospital  
Riyadh, Kingdom of Saudi Arabia (KSA)  
Core & Shell Team  
700 bed teaching hospital (Perkins + Will)

Rush University Medical Center Tower  
Chicago, IL  
BIM Manager, Core & Shell Team, Life Safety  
800,000 SF new hospital facility and campus master plan (Perkins + Will)

### PUBLICATIONS

"Horizontal Transfer: A Case Study in BIM at Perkins + Will". *The Journal of Architecture, Design and Material Culture*, 2009. Jeff Saad, Co-author. University of Nebraska Press, 2009

### WORK HISTORY

October 2015 - present  
Project Manager & Designer  
Nomi Architecture, Design, Fabrication  
Lexington, KY

April 2012 - October 2015  
Project Manager & Designer  
alt32 Architecture | Design, Lexington, KY

April 2011 - April 2012  
Lucas/Schwering Architects, Lexington, KY

October 2006 - August 2010, ARCH III  
Perkins + Will, Chicago, IL

April 2005 - October 2006, Associate  
VOA Associates, Inc., Chicago, IL

2004, Instructor, University of Kentucky  
College of Design Berlin Program

May - 2004 - August 2004  
Guyon Architects, Inc, Lexington, KY

January 2003 - April 2004  
Michael Glueck Architekten, Berlin, Germany

2002  
Nalbach + Nalbach, Berlin, Germany

### COMPETITIONS

99K House Design Competition - Houston, TX  
(Finalist Entry)  
Single family sustainable home project for the recovery effort after Hurricane Katrina  
(with Paul Stovesand)

Landmark Tower Competition - Dublin, Ireland  
(Commended Entry)  
Mixed-use high rise and U2 recording studio for the Dublin Docklands Authority  
(with Michael Glueck)

01/01/18



Billable Hourly Rates  
as of January 1, 2018

**HOURLY RATES**

This information herein is considered confidential in nature and may be reproduced only within the context of contract negotiations and for billing purposes.

This information forms part of the contract.

Principal Architect		\$175.00 / hr.
Senior Architect	<i>(Graduate Architect with 20+ years experience)</i>	\$150.00 / hr.
Senior Designer	<i>(Graduate Architect with 20+ years experience)</i>	\$150.00 / hr.
Architect Level III	<i>(Licensed Architect with 10+ years experience)</i>	\$140.00 / hr.
Architect Level II	<i>(Licensed Architect with 8+ years experience)</i>	\$130.00 / hr.
Architect Level I	<i>(Licensed Architect with 5+ years experience)</i>	\$120.00 / hr.
Intern Level III	<i>(Graduate Architect with 3-6 years experience)</i>	\$110.00 / hr.
Intern Level II	<i>(Graduate Architect with 2-3 years experience)</i>	\$85.00 / hr.
Intern Level I	<i>(Graduate Architect with 0-2 years experience)</i>	\$75.00 / hr.
Office Support Staff		\$70.00 / hr.
Fabrication Manager		\$125.00 / hr.
Fabrication Shop		\$55.00 / hr.
Reimbursables		
8.5 x 11/14	Black & white	\$0.10 ea.
	Color prints	\$1.00 ea.
11 x 17	Black & white	\$0.25 ea.
	Color prints	\$2.50 ea.
Large format plotting (in house)	Bond copy	\$1.00 / sq ft
	Rendering	\$6.00 / sq ft
	All other large format plotting	Negotiated
Mileage	Current published IRS rate at the time of billing	Varies
Other Reimbursables	(Including consultants)	Cost + 10%

# **CONSULTANTS**

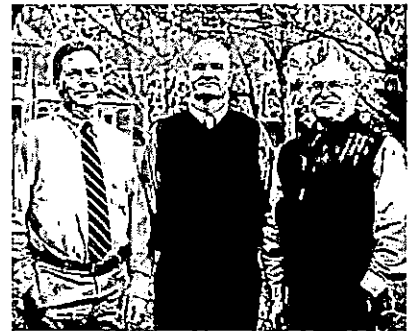
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**CARMAN**  
FIRM PROFILE

CARMAN, formerly John L. Carman and Associates, was founded in 1980 with a philosophy of providing sensitive planning and design with an eye for the integration of technically sound responses to the natural and built environment. We have met the challenges of this philosophy with a broad range of experience with both the public and private sector. The commitment of our Landscape Architectural and Civil Engineering staff to each client has gained our firm the reputation of meeting unique demands of complex and challenging projects. Our staff listens to our clients and creates an understanding of their needs.

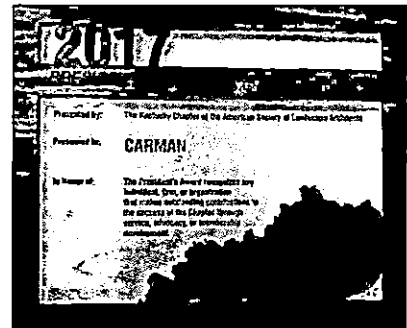
CARMAN has the experience and qualifications to approach an assignment in a comprehensive manner. We integrate creativity and technical expertise with an understanding of both small and large-scale environments. The integration of Landscape Architecture, Land Planning, Environmental Planning and Civil Engineering places our staff in a unique position to provide quality and timely consultation.

John Carman, President



CARMAN is led by three principals, John L. Carman, Chris Howard and Kevin Warner.

The Kentucky Chapter of the American Society of Landscape Architects honored CARMAN with the first annual, 2017 Kentucky Firm of the Year Award.



2017 FIRM OF THE YEAR

The Kentucky Erosion and Sediment Prevention Controls and The United States Green Building Council have certified and accredited members of the CARMAN staff

CARMAN is Pre-Qualified by the Kentucky Transportation Cabinet, Department of Highways in Rural and Urban Roadway Design and Bikeway Planning.

CARMAN employs eight licensed Landscape Architects led by Mr. John L. Carman, Senior Principal, KY license number 310.

CARMAN is permitted as an Engineering Company, permit number 1709. Civil Engineer, Mr. J. Wesley Turley, KY license number 24005, serves as the Engineer in Charge for CARMAN.

*"It is not the language of painters but the language of nature which one should listen to..... The feeling for the things themselves, for reality, is more important than the feeling for pictures"*

Vincent Van Gogh

## CARMAN FIRM PROFILE

The Landscape Architectural and Civil Engineering staff at CARMAN provides comprehensive site design, land planning, and site/civil engineering services to a broad spectrum of clientele.

CARMAN's main office is located in Lexington, Kentucky with a satellite office located in Louisville, Kentucky. These two locations allow CARMAN to serve a broader geographical area without compromise to the time and attention we provide to our valuable clientele. CARMAN has provided professional services since 1980.

The CARMAN staff of Landscape Architectural and Civil Engineering professionals take pride in creating and integrating the natural and built environments for people and the protection of the natural, indigenous resources of those environments. The CARMAN office has a long history of creating award-winning Sustainable environments used for a variety of purposes such as Education, Recreation and Placemaking in the Public Realm.

### Professional Services Provided by CARMAN

The staff at CARMAN prides themselves in integrating a full range of site design services into their daily practice of improving the quality of both the natural and built environment. From the creation of a natural wildlife habitat to the development of a planned commercial center, the experienced staff of Landscape Architects at CARMAN provides sensitive solutions to specific site conditions and user needs. Uses of the landscape including Recreational, Institutional, Industrial, Housing, Educational, and Municipal facilities are adapted and created by our staff within the context of their site without compromising efficient, economical design. Our firm provides quality consulting services to Federal, State, and Local Governments; private developers; school boards; and architects in an integrated team method to gain maximum results.

Strategies and directions for long-range comprehensive planning of an environment are fundamental to the success of the development of both large and small-scale environments. Our staff provides award-winning management and master plans for a variety of projects that are anticipated to be long-term in their development process. The foresight and perception of site development needs of a community, region, or specific environment are integrated into a planned scheme that is mapped into priorities, phases, and logical approaches for the best outcome. Large-scale industrial developments, university/college campuses, State Parks, and planned unit developments are all land uses that have been planned for long-range development by CARMAN. The ability to demonstrate specific impacts to long-range planning by performing Environmental Assessments, Scenic and Visual Assessments, Economic Feasibility, and Action Planning are all associated land planning functions offered by CARMAN.

As a comprehensive site design consultant, CARMAN offers Civil Engineering as a means to provide quality, functional design solutions. The Civil Engineering staff recognizes the need to engage technical workability into each and every design solution and strives to integrate pragmatic engineering needs of infrastructure, stormwater management, and utilities without compromising quality design and insuring technically efficient results. CARMAN has provided Civil Engineering services since 1992 as an added value to comprehensive site design services.

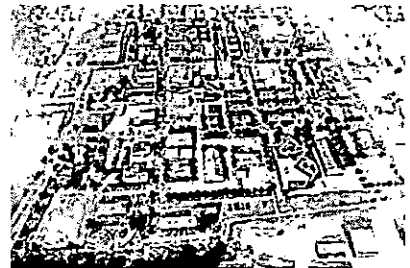
CARMAN staff consists of the following personnel by specialized discipline:

Landscape Architects, Registered	8
Landscape Architect, Graduate	1
Civil Engineer	1
Administrative Professionals	2

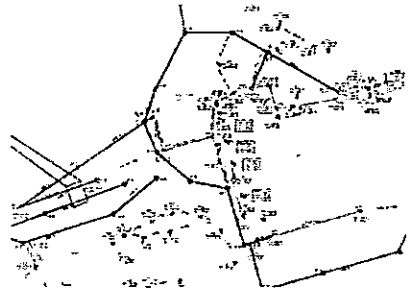
### Landscape Architecture



### Land and Urban Planning



### Civil Engineering



Federal I.D. #61-103377



## HISTORIC PRESERVATION

### CARMAN EXPERIENCE

Beginning with our first preservation/renovation project, we continue to understand the value of culture and history to regions, communities, buildings and landscapes. The CARMAN office provide a professional team with experience in a variety of preservation and renovation projects ranging from privately owned to State Parks projects. Typical services of historic preservation, renovation and interpretation work offered by CARMAN include:

- Historic Interpretation & Trail Design
- Landscape Design
- Adaptive Re-use
- Historic Estate Design and Planning
- Preservation of Historic Sites
- Landuse Planning and Site Assessments
- Historic Landscape Assessments
- Design Guidelines for Historic Landscapes

### REPRESENTATIVE PROJECT EXPERIENCE

L&N Building Site Assessment & Historic Renovation - Louisville, Kentucky

Mies van der Rohe Pedestrian Plaza Renovation - Louisville, Kentucky

Fayette County Historic Courthouse Renovation - Lexington, Kentucky

Speed Museum Renovation and Expansion - Louisville, Kentucky

Carnegie Literacy Center Site Restoration - Lexington, Kentucky

Middlesborough Historic Canal Walk - Middlesborough, Kentucky

Kentucky History Center and Governor's Mansion - Frankfort, Kentucky

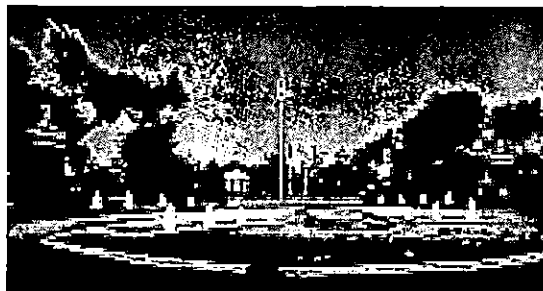
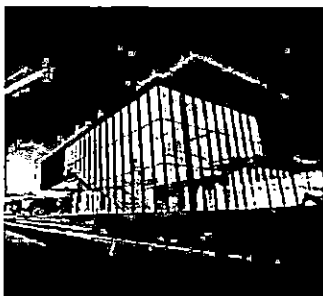
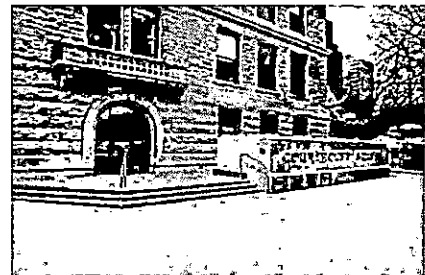
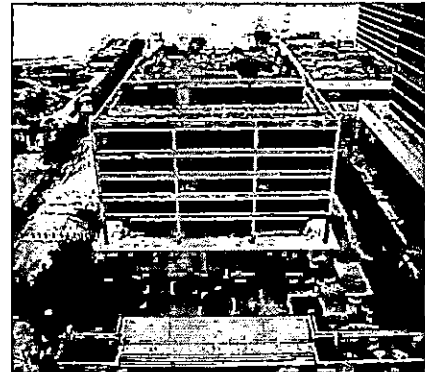
My Old Kentucky Home State Park - Bardstown, Kentucky

Historic Johnson House renovation - Perryville, Kentucky

Robert H. Williams Cultural Center Master Plan - Lexington, Kentucky

Historic University of Louisville Oval Commons Entrance and Improvements - Louisville, Kentucky

St. Johns Church Parish Hall Assessment - Louisville, Kentucky



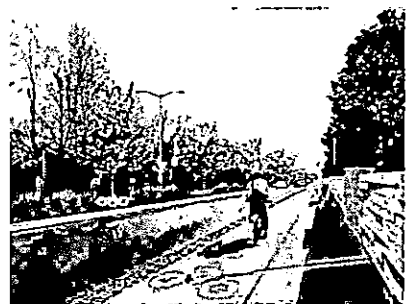
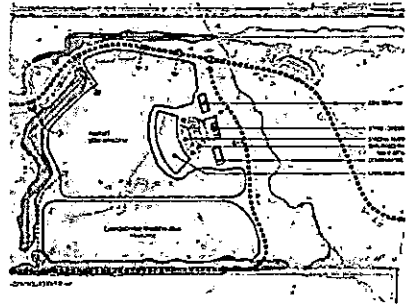
## LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT SIGNATURE EXPERIENCE

The CARMAN office has extensive project experience working for the Lexington Fayette Urban County Government. Such professional services include site design and engineering, site master planning, utility relocation and stormwater management. CARMAN can offer a multitude of services for the University of Kentucky:

- An Understanding and Knowledge of urban environments and the need to accommodate layers of circulation
- A working knowledge and understanding of the City's procedures and expectations
- A sense of the necessary integration of site design and site engineering related to urban infill sites
- A current working relationship with the LFUCG
- A Working knowledge and understanding of many divisions within LFUCG planning, zoning, environmental services, parks, and engineering

## LFUCG EXPERIENCE

Kentucky Horse Park Fire Station  
Coldstream Park Master Plan and Site Assessment  
Legacy Trail Phase I  
Gainesway Park Master Plan  
Day Treatment Center Site Design and Engineering  
Amphitheatre Feasibility Study  
Recycling Facility Site Design and Engineering  
Emergency Operations Center Site Assessment  
4th Street Right of Way Design and Engineering  
Versailles Road Corridor Study  
Legacy Trail Mid-Section Engineering  
Squires Road Sidewalk Engineering  
Breeders Cup Beautification Landscape Plan  
Fire Station 11 Turn Lane Engineering  
McConnells Springs Wetland Demonstration Project  
Briar Hill Master Plan  
Cardinal Run Trail Site Design and Engineering  
Carnegie Literacy Center Site Restoration  
Landsdowne Merrick Park Stream Restoration  
Loudoun House Site Design and Engineering  
Lyric Theatre Site Design and Engineering  
Short Street Entertainment District Design  
Historic Fayette County Court House Renovation



## STAFF PROFILE

### CARMAN

CARMAN offers comprehensive Landscape Architectural, Planning, and Civil Engineering services with a full complement of staff experiences. The following are key staff profiles, which are available for all project needs.

University of Kentucky, 1976, BSLA  
Licensure: Kentucky, West Virginia, CLARB

Started the company in 1980 and has continued to be a "hands-on" principal and designer involved in all activities of the company. Project emphasis has been large scale comprehensive site design and development; storm water management; and community development.

**John L. Carman, FASLA, RLA**  
Senior Principal/Partner, KY#310

University of Kentucky, 1991, BSLA  
Licensure: Kentucky

Principal in charge of staff coordination. Project emphasis has been recreational design and planning with increasing involvement in comprehensive commercial / industrial site design and large scale land planning.

**Kevin L. Warner, RLA, CPSI**  
Principal/Partner, KY#533

University of Kentucky, 1992, BSLA  
Licensure: Kentucky

Principal serving as project manager on land planning projects and large scale site designs. Design emphasis has been with educational site planning, design of secondary schools and college campuses.

**Chris T. Howard, RLA**  
LEED® Accredited Professional, ASLA  
Principal/Partner, KY#528

University of Kentucky, May 1995  
BS Civil Engineering

Civil Engineer Associate in charge of all engineering tasks associated with public and private projects including stormwater management, sanitary engineering and road/street design.

**Wes Turley, PE**  
Director of Civil Engineering, KY#24005

University of Kentucky, 2004, BSLA  
Licensure: Kentucky

Landscape Architect assisting with project management and coordination of production for construction documents.

**Seth Farmer, RLA, ASLA**  
Senior Associate, KY#716

University of Kentucky, 2004, BSLA and University of Florida, 2006, MLA  
Licensure: Kentucky, Florida, Massachusetts

Landscape Architect assisting with project management and coordination of production for construction documents.

**Ivy Clinton, RLA**  
Louisville Studio Manager  
Associate, KY#879

University of Kentucky, 2001, BSLA  
Licensure: Kentucky

Landscape Architect assisting with project management and coordination of production for construction documents.

**Jason Hale, RLA**  
Associate, KY#730

University of Kentucky, 2008, BSLA  
Licensure: Kentucky

Landscape Architect assisting with project management and coordination of production for construction documents.

**Travis Edelen, RLA**  
Associate, KY#810

University of Kentucky, 2008, BSLA & Maryland Institute College of Art Masters  
Licensure: Kentucky

Design Landscape Architect assisting with project management and coordination of production for construction documents for the CARMAN Lexington office.

**Erin Hathaway, RLA**  
Associate, KY#927

University of Kentucky, 2011, BSLA &  
University of Massachusetts-Amherst MLA, 2016.

Design Landscape Architect assisting with project management and coordination of production for construction documents for the CARMAN Lexington office.

**Matt Hisle**  
Design Landscape Architect

University of Kentucky, BA Communication  
Kentucky State University, MA Public Administration

Professional responsible for marketing and office management in Lexington and Louisville Offices.

**Beth Workman, MPA**  
Marketing and Office Manager

## KEVIN WARNER, RLA PRINCIPAL

Kevin L. Warner has been employed with CARMAN since 1995 and a principal/partner since 2008. Over his 25 year career, Mr. Warner has gained experience in a wide array of Landscape Architectural projects. Initially, parks and recreation design filled his portfolio, having worked on more than 40 parks in Kentucky and surrounding states. Later experience consisted of commercial development, designing hotels and office buildings across a dozen states. Along the way, urban streetscape design, residential developments, K-12 public and private schools, churches and campus planning projects expanded his capabilities. Mr. Warner has been fortunate to work in scores of communities across the State of Kentucky, improving the places where people live, work, worship and educate their children. Most recently, much of Mr. Warner's work has been devoted to planning and design on campuses of Higher Education. He has served as project manager for CARMAN on the highest profile projects at the University of Kentucky, including the new Student Center, Academic Science Building, and Medical Research Building #2. Simultaneously, Mr. Warner is actively working on projects at Eastern Kentucky University, Transylvania University, and a completely new High School campus in Magoffin County, KY. With this diversified experience, Mr. Warner continues to integrate site design with the built and natural environment, furthering man's interaction with our world in a sensitive, meaningful and sustainable manner.



### EDUCATION

B.S. Landscape Architecture  
University of Kentucky, 1991

### PROFESSIONAL REGISTRATION

Landscape Architect, state of:  
Kentucky - #533

### PROFESSIONAL AFFILIATIONS

American Society of Landscape  
Architecture

### CONTINUING EDUCATION

Green Infrastructure and Low Impact  
Development 2015

Stormwater Management: Creative  
Techniques for Detention and  
Infiltration, 2015

Green Roof Design 2015

Rainwater Harvest System and  
Irrigation Design 2015

New ADA Standards for Accessibility  
2014

Stream Restoration and Soil  
Bioengineering, 1996

### RELEVANT PROJECT EXPERIENCES

**Coldstream Park Master Plan**  
Lexington, Kentucky

**LFUCG Day Treatment Center**  
Lexington, Kentucky

**LFUCG Emergency Operations Center**  
Lexington, Kentucky

**LFUCG Canine Feasibility Study**  
Lexington, Kentucky

**Hope Center for Men Multi-Family Housing Site Design and Engineering**  
Lexington, Kentucky

**Hope Center for Women Multi-Family Housing Site Design and Engineering**  
Lexington, Kentucky

**Kimball House Restoration**  
Lexington, Kentucky

**LFUCG Gainesway Park**  
Lexington, Kentucky

## ERIN HATHAWAY, RLA LANDSCAPE ARCHITECT ASSOCIATE

Ms. Hathaway joined the CARMAN team in early 2015. She brings a diversity of expertise and experience from multiple facets of Landscape Architecture. After receiving her B.S. in Landscape Architecture at the University of Kentucky, Ms. Hathaway practiced for 6 years in New York City, while developing a passion for urban spaces, parks, and the associated people working with landscape restoration projects across the country before earning her M.P.S. in Business of Art and Design at the prestigious Maryland Institute College of Art. In New York City, Ms. Hathaway was involved in a variety of projects including East River Waterfront Eco-Park in New York City, Constitution Gardens at the National Mall in Washington, DC, and Louisville Central Rail Corridor area-wide Brownfield Plan in Louisville, Kentucky.

Ms. Hathaway brings over 8 years of experience including a wide range of project sizes and types working in both the New England Coastal areas and in Kentucky. Project experience includes landscape and wetland restoration, environmental planning, community planning and design, site engineering, academic facility design, and streetscape design. In addition, Ms. Hathaway is involved in all areas of development from the conceptual design phase and preparing construction documents through construction observation for both public and private projects.

Erin Hathaway is an active member of the American Society of Landscape Architects and serves on the executive committee as a Public Relations Chair for the Kentucky Chapter.



### EDUCATION

B.S. Landscape Architecture  
University of Kentucky, 2008

M.P.S. Business of Art & Design  
Maryland Institute College of Art, 2013

**PROFESSIONAL REGISTRATION**  
Landscape Architect, state of: Kentucky  
- #927

### RELEVANT PROJECT EXPERIENCES

**LFUCG Breeders Cup Beautification Landscape Plan**  
Lexington, Kentucky

**Greater Clark Foundation Legacy Park Design Build**  
Winchester, Kentucky

**LFUCG Short Street Entertainment District**  
Lexington, Kentucky

**Sayre New Lower School Campus and Plaza**  
Lexington, Kentucky

**LFUCG Versailles Road Corridor Study**  
Lexington, Kentucky

**Historic Fayette County Court House Renovation**  
Lexington, Kentucky

**L&N Building Site Assessment & Historic Renovation**  
Louisville, Kentucky

**Mies van der Rohe Pedestrian Plaza Renovation**  
Louisville, Kentucky

**PROFESSIONAL AFFILIATIONS**  
American Society of Landscape Architects  
Member, At-Large Executive Committee

North Limestone Community Development Corporation, Board Member

### AWARDS

2013 National Association of Design Professionals Environmental Award of Excellence for the Croton Water Filtration Project

2012 Northeast Sustainable Communities Design with Nature Honor Award for for Croton Water Filtration Project

2012 National Mall Design Competition Winner for the Constitution Gardens, Peter Walker Partner and Team

**J. WES TURLEY, PE**  
DIRECTOR OF ENGINEERING

Mr. Wes Turley is involved in all phases of the company operations. His responsibilities range from civil engineering, construction administration, land development, utilities, sanitary sewer, water, industrial engineering and management.

With over eighteen years of experience, Mr. Turley has worked in the Civil Engineering industry with a variety of experience including stormwater design, sanitary sewer, water distribution, retention basin, and roadway design. He has also completed stormwater and utility designs for commercial projects, institutional developments and right-of-way improvements for community development projects.

As the principal engineering associate for CARMAN, Mr. Turley is fully involved in all aspects of engineering design and management for most all CARMAN projects. This responsibility includes permitting with local, State and Federal agencies in addition to responsibilities of projects during construction.



**EDUCATION**

B.S. Civil Engineering  
University of Kentucky, 1999

**PROFESSIONAL REGISTRATION**

Kentucky, Ohio, Indiana, Tennessee  
Arizona

Certified Professional - Erosion and  
Sediment Control

**PROFESSIONAL AFFILIATIONS**

Kentucky Society of Professional  
Engineers

National Society of Professional  
Engineers

American Society of Civil Engineers

**CONTINUING EDUCATION**

Kentucky Transportation Cabinet  
Project Manager Boot Camp Training  
- October 2017

KSPE/ACEC KY Design of ADA Sidewalk  
Facilities for Roadways in the Public  
Right of Way - May 2018

2010 KSPE Leadership Graduate

ICC Special Inspections Training; 2010

Critical Path Method: Intro to the  
Method and Software

CPESC (Erosion and Sediment Control  
Course); 2009

**RELEVANT PROJECT EXPERIENCES**

**LFUCG Squires Road Sidewalk Engineering**  
Lexington, Kentucky

**Greater Clark Foundation Legacy Park Design Build**  
Winchester, Kentucky

**LFUCG Short Street Entertainment District**  
Lexington, Kentucky

**Hope Center for Men Multi-Family Housing Site Design and Engineering**  
Lexington, Kentucky

**Hope Center for Women Multi-Family Housing Site Design and Engineering**  
Lexington, Kentucky

**Historic Fayette County Court House Renovation**  
Lexington, Kentucky

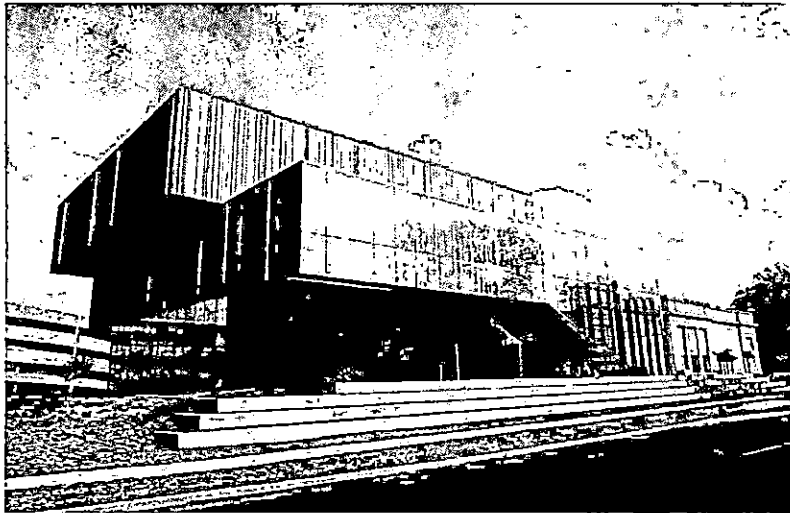
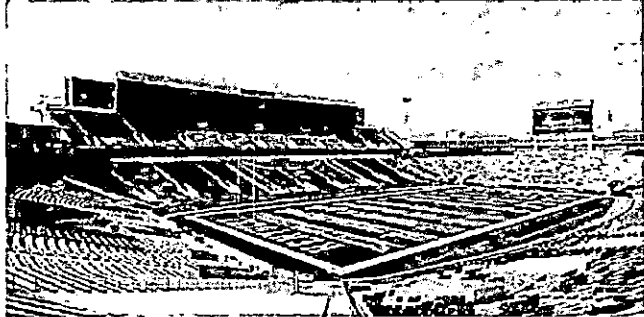
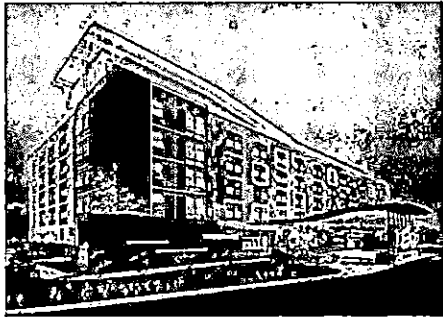
**L&N Building Site Assessment & Historic Renovation**  
Louisville, Kentucky

**Mies van der Rohe Pedestrian Plaza Renovation**  
Louisville, Kentucky

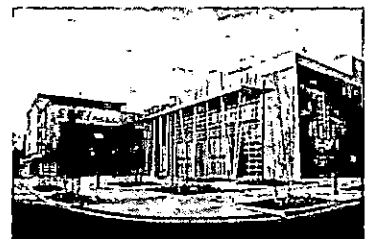
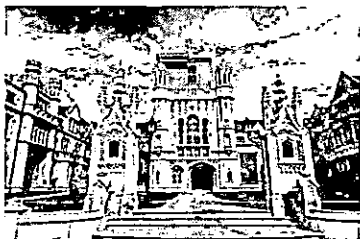
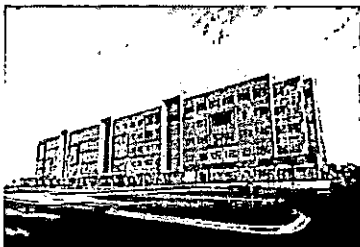


**BROWN + KUBICAN**  
STRUCTURAL ENGINEERS PSC

**Structural Engineering**



- Healthcare
- Educational
- Institutional
- Industrial
- Recreational
- Specialty Structures
- Commercial
- Hospitality
- Religious
- Forensics
- Adaptive Reuse
- Renewal



Lexington

[www.brownkubican.net](http://www.brownkubican.net)

Louisville



# BROWN + KUBICAN

STRUCTURAL ENGINEERS PSC

## Firm Profile

### Who We Are

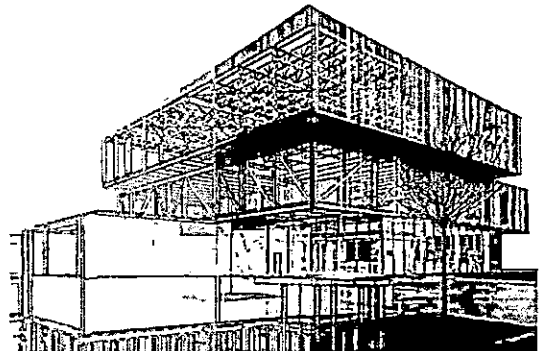
Brown+Kubican provides structural engineering design, analysis, and investigation services across Kentucky and our surrounding states. Founded in 2000 and incorporated in the State of Kentucky, our firm is headquartered in Lexington, Kentucky with an established branch office in Louisville. We are a growing team of 14 professional engineers, 2 engineers-in-training, and 4 BIM/CAD technicians, plus support staff. Our engineers are licensed in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and West Virginia. The firm has annual billings exceeding \$3.5M.

### What We Do

Brown+Kubican provides consultation for buildings of all types, sizes, and material systems using state-of-the-art analysis and BIM software. We have extensive experience with healthcare, educational, institutional, recreational, commercial, hospitality, industrial, religious, and residential uses; and are equally adept at renovation, renewal, adaptive reuse, and new construction. We deliver design through fast-track, design-bid-build, design-build, and public/private/partnership to best serve the owner. We also provide component design and construction engineering services - including shoring, bracing, load path verification, value engineering, and bid consultation - as well as forensic, performance, and due-diligence investigations, condition assessments, and feasibility studies.

### Our Approach

The professionals at Brown+Kubican are passionate about the design and construction of structures of all types. Through close client relations and early involvement, we develop creative design solutions that optimize structural performance while maintaining cost efficiency. Our culture promotes excellent design, responsiveness and personal service at every level within our firm. We consistently produce complete, highly-detailed and well-coordinated construction documents to clearly convey the design intent. We place great importance on constructability and emphasize the importance of uncomplicated details that consider construction means and methods. We integrate quality assurance throughout the design process and are devoted to thorough coordination and review, resulting in competitive bidding and reduced risk of costly change orders during construction. Most importantly, we recognize that successful projects depend on people and their personal relationships. Brown+Kubican is a firm that is committed to excellent design and personal service.





# Principal-In-Charge

## Dan Kubican, PE Vice-President



*Mr. Kubican co-founded Brown + Kubican, PSC in January, 2000 and has 22 years' experience of structural design and project management in various building types including educational, religious, sports, industrial, healthcare, and residential.*

*As Principal-In-Charge, Mr. Kubican will represent Brown + Kubican, PSC in meetings with the design team. He will oversee design and calculations and coordinate the concept with other disciplines. During the preparation of documents, he will determine manpower distribution, facilitate construction detailing, prepare technical specifications, and be responsible for maintaining quality control. During the construction phase, he will attend progress meetings to evaluate the work of the construction contractor.*

### Education

*Bachelor of Science Civil Engineering - Cum Laude*  
University of Maryland  
College Park, MD 1993

*Master of Science Structural Engineering*  
University of Maryland  
College Park, MD 1995

### Professional Association

Structural Engineers Association of Kentucky  
Secretary 2007-2009, Board Chairman 2005,  
President 2004, Vice-President 2003, Treasurer  
2002

International Code Council (ICC)  
American Institute of Steel Construction (AISC)

### Registration

Kentucky	20712
Virginia	48984
West Virginia	18844
Indiana	11100089
North Carolina	37615
South Carolina	27498
Tennessee	106329

### Skills / Strengths

Construction experience as a mason, framer,  
plumber, electrician, cabinetry and trim  
Constructability  
Construction detailing  
Architectural intent and detailing

### Representative Project Experience

**Harlan Community and Convention Center**  
Harlan, Kentucky  
New \$1.5 M, 2-story, 15,000 sq ft community center with steel frame and bearing walls.

**Letcher County Recreation Center**  
Whitesburg, Kentucky  
A \$6.3 M, 2-story, 43,000 sq ft recreation center with fitness, bowling alley, climbing wall, and gym. Structure consisted of steel frame with precast concrete plank floor structure and bowstring truss long-span roof structure on drilled pier foundations.

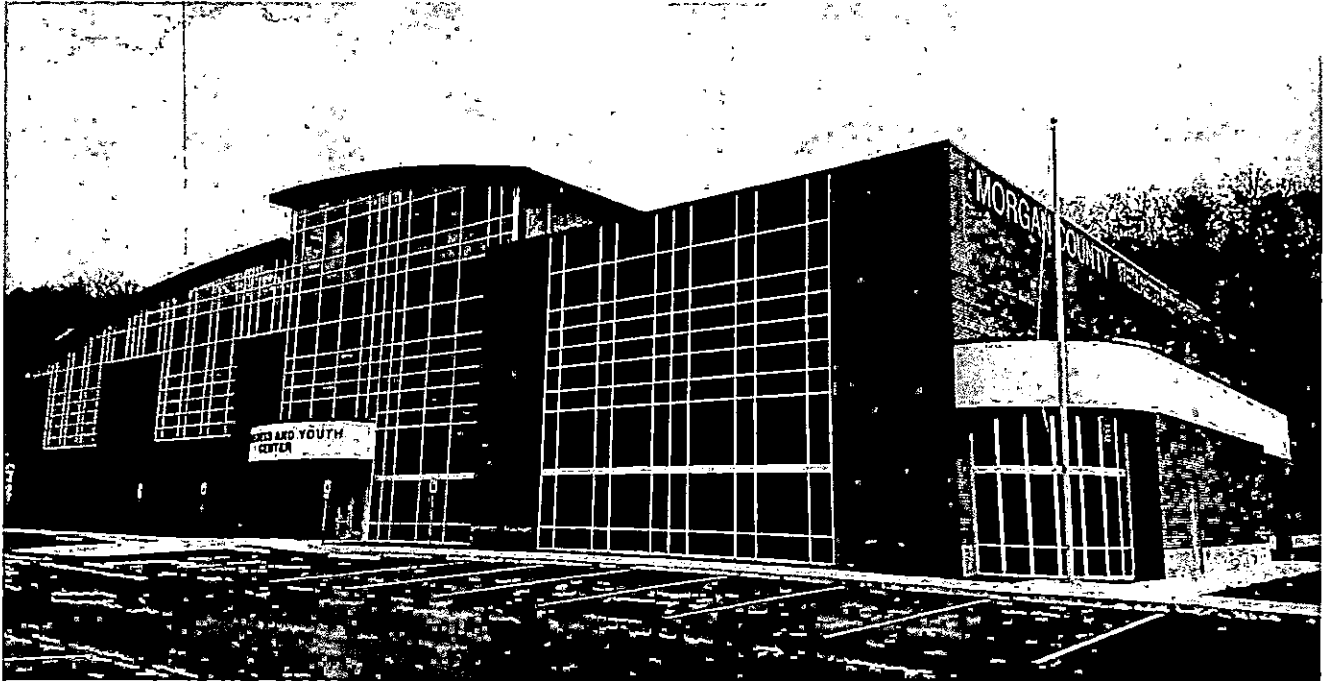
**Morgan County Wellness and Youth Center**  
West Liberty, Kentucky  
A \$10.5 M, 2-story, 48,000 sq ft recreation center with fitness, bowling alley, climbing wall, and gymnasium. Structure consisted of steel frame with precast concrete plank floor structure and bowstring truss long-span roof structure on floating waffle-matt foundation.

**Beaumont Centre YMCA Addition**  
Lexington, Kentucky  
A \$1.2 M, 2-story, 10,000 sq ft addition to an existing recreational facility. Addition comprised of a steel frame with composite steel floor structure.

**North Lexington YMCA Additions**  
Lexington, Kentucky  
Two 1-story additions totaling approximately \$0.5 M and 3,500 sq ft to an existing recreational facility. Additions comprised of steel joists on masonry bearing walls.

# Morgan County Wellness and Youth Center

## West Liberty, Kentucky



### Project Details

### Project Description

**Client**  
Morgan County Wellness  
and Youth Center  
1412 KY-7  
West Liberty, KY 41472  
606.743.7227

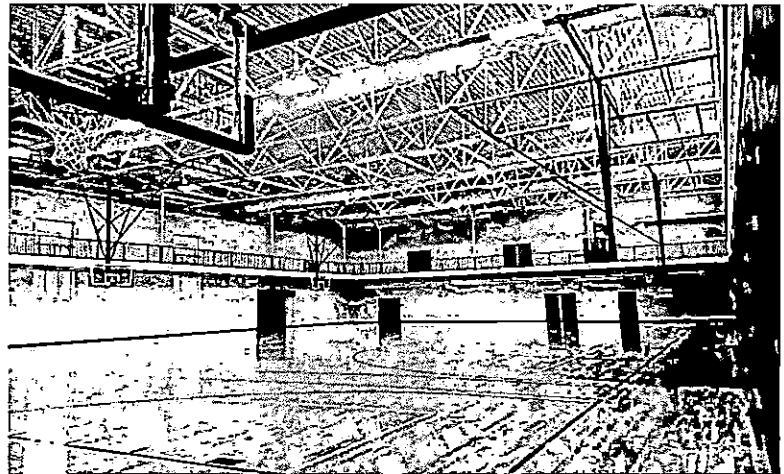
**Structural Engineer**  
Brown + Kubican, PSC  
SER: Dan Kubican, PE

**Contractor**  
Codell Construction  
Winchester, Kentucky

**Project Cost**  
\$10,000,000.00  
(Total Project)

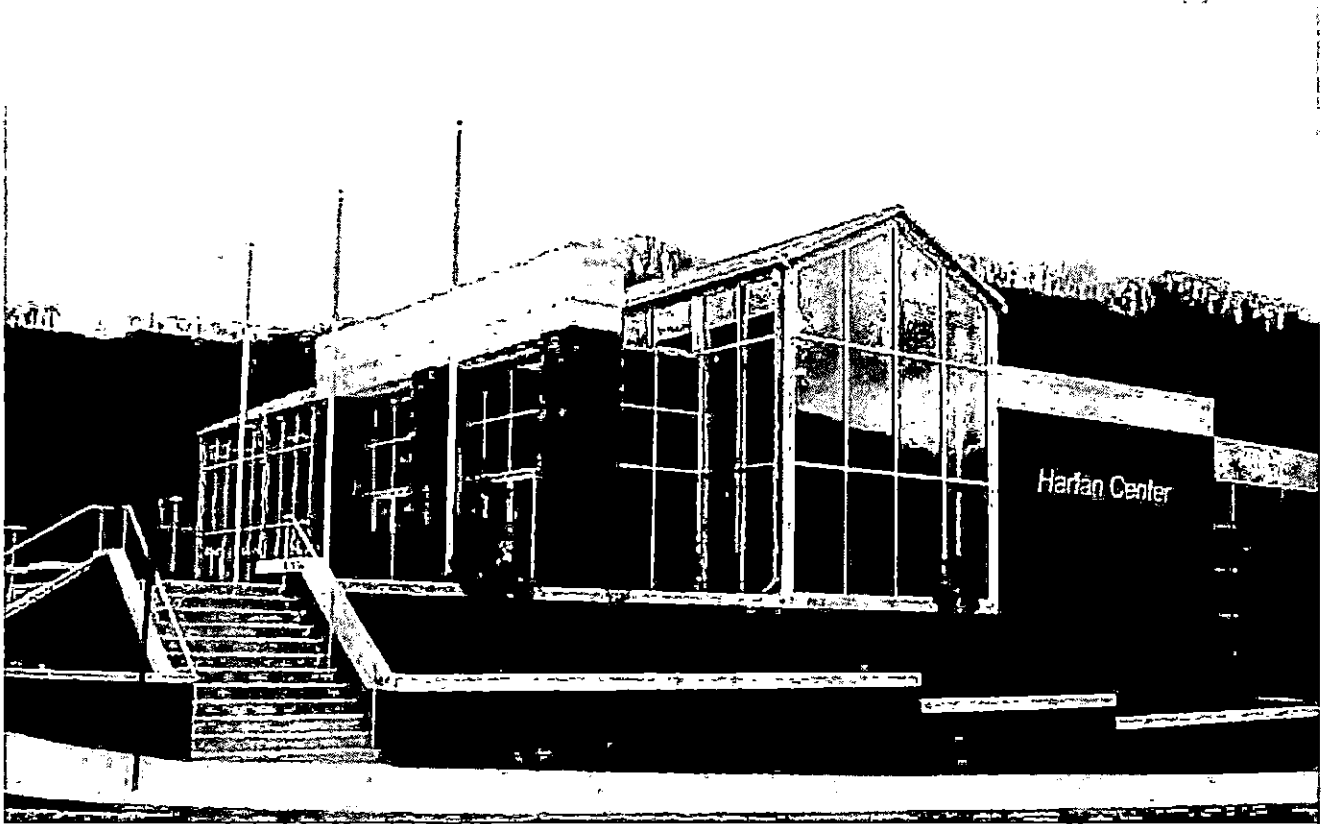
**Project Size (Building)**  
48,000 sq ft

This project is a recreation center with fitness, bowling alley, climbing wall, and gymnasium.



# Harlan Community and Convention Center

Harlan, Kentucky



## Project Details

Client  
Harlan Tourism Commission  
201 South Main Street  
PO Box 489  
Harlan, KY 40831  
606.573.4156

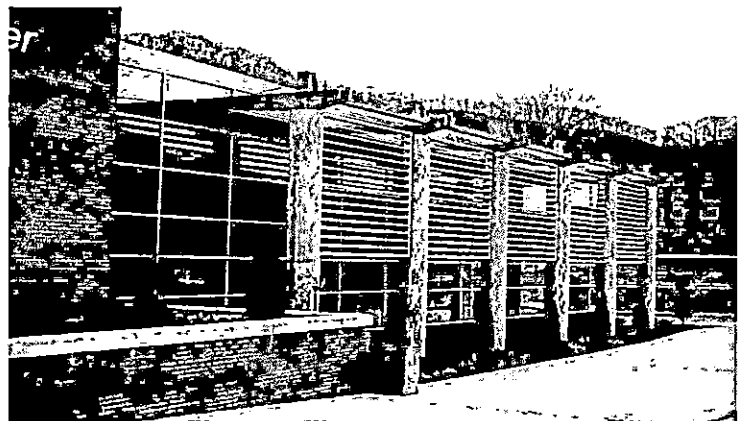
Structural Engineer  
Brown + Kubican, PSC  
SER: Dan Kubican, PE

Project Cost  
\$2,000,000.00  
(Total Project)

Project Size  
15,000 sq ft

## Project Description

The project consisted of a 2-story community and convention center with approximately 11,800 sq ft on the first floor and 3,200 sq ft on the second floor. The structure consists of concrete and concrete masonry load-bearing walls supporting steel beams at the second floor and steel joist and structural steel trusses at the roof. The lateral bracing system consists of reinforced masonry and concrete shear walls and steel moment frames. The structure is founded on shallow spread footings.



## Letcher County Recreation Center Whitesburg, Kentucky



### Project Details

### Project Description

Client  
Letcher County Rec Center  
1505 Jenkins Rd  
Whitesburg, KY 41858  
606.633.7027

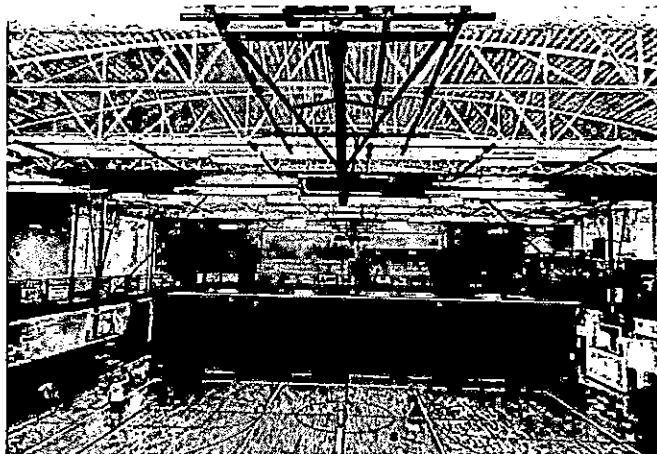
Structural Engineer  
Brown + Kubican, PSC  
SER: Dan Kubican, PE

Construction Manager  
Codell Construction  
Winchester, Kentucky

Project Cost  
\$6,200,000.00  
(Total Project)

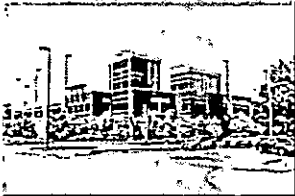
Project Size (Building)  
43,324 sq ft

The project is a two-story public recreational facility housing two regulation basketball courts, a bowling alley, a rock climbing wall, meeting areas, and exercise areas. The building is a steel framed structure with exterior masonry bearing walls, precast concrete floors, and bowstring trusses. All structure is exposed and has been detailed for cleanliness (minimizing gaps, turning all bolts to face out, etc). The foundation is deep drilled piers with grade beams.





**Staggs & Fisher Consulting Engineers, Inc**  
Mechanical | Electrical | Plumbing Engineering



## Firm Profile

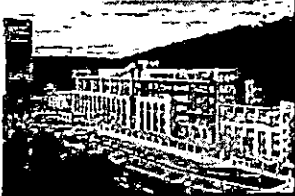
**Staggs & Fisher Consulting Engineers, Inc.**

Size of Organization: 26

Year Established: 1952

Main Office: Lexington, Kentucky

Website: <http://sfengineering.com>



Telephone: 859-271-3246

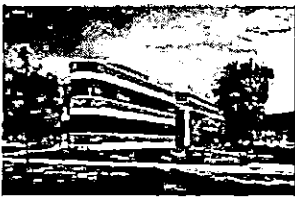
Fax: 859-271-3613

## STAFF

Staggs & Fisher Consulting Engineers, Inc. is a Consulting Engineering firm incorporated in the State of Kentucky with its headquarters at 3264 Lochness Drive, Lexington, Kentucky. Our staff consists of twenty-six professionals and technicians, comprised of eight registered engineers, ten LEED AP, designers, technicians and field personnel. The firm was organized in 1952 and has been providing Mechanical and Electrical Engineering services for the past sixty-six years.



Staggs & Fisher Consulting Engineers, Inc. has the in-house ability to provide the following primary services in:



- Heating, Ventilating, Air Conditioning
- Fire Protection
- Plumbing
- Medical Gas Piping Systems
- Energy Management
- Steam and Hot Water Systems
- Chilled Water Systems
- Electrical Power Distribution
- Electrical Lighting
- Fire Alarm Systems
- Emergency Power Systems
- Sound Systems
- Lighting Control Systems
- Communication Systems



The size of our firm allows us to work on several projects at a given time, shifting manpower resources from project to project during the different phases of design as required by project schedules.

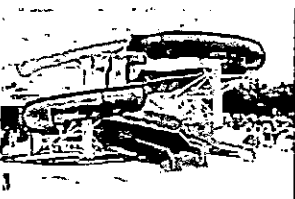


## CLIENTS

Our clients are architects, private individuals, educational institutions, religious institutions, corporations, local, state and federal government agencies, and other engineers.

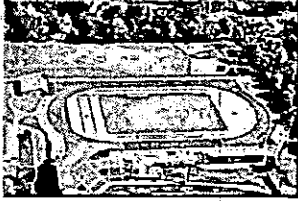


Staggs & Fisher Consulting Engineers, Inc. primarily services the Commonwealth of Kentucky, but our services have branched outside of the state to include Connecticut, Florida, Ohio, South Carolina, Tennessee, Texas, Virginia, Indiana and West Virginia.



## DESIGN PHILOSOPHY

Our firm's main purpose is to analyze a project in order to make sound engineering judgments as to the system recommended from the standpoint of first cost, energy efficiency, environmental responsibility, operational and maintenance costs, safety, flexibility, space considerations and usage of the building to satisfy the client's needs and



requirements. Engineering is a practical science and our priority is to provide a safe and livable environment.

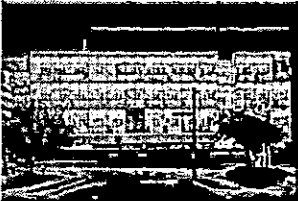
### **DESIGN TEAM**

We select the best-qualified design team in order to meet the specific needs of each individual project. On some projects, special consultants are utilized to assist us in the design process and to select the best mechanical and electrical systems for the project. The designated Project Manager for each project is always a Principal of the firm. The Principal-In-Charge maintains client contact throughout the project.



**The most important member of the design team is the client and we go above and beyond to maintain their involvement throughout the design process.**

During the design process, we work with the client's representatives to develop and select mechanical and electrical systems which will provide the required environment within budget constraints.



We provide reasonable options for review, in order to allow the development of ideas throughout the design process. Throughout this process, we advise the client of budget, operating, and maintenance costs related to various mechanical and electrical systems.

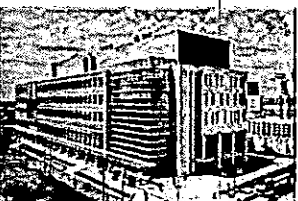
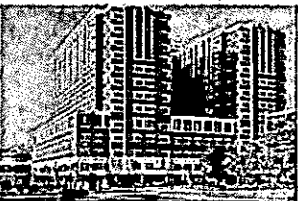
### **QUALITY CONTROL**

Quality control of design is of the utmost importance. Conferences are held between design personnel to produce the most complete and accurate set of documents possible. Cross-checking between electrical and the various phases of mechanical, together with architectural and structural, is constantly performed.



### **CONSTRUCTION ADMINISTRATION**

Staggs & Fisher Consulting Engineers, Inc. has designed and observed construction for projects in many areas of Kentucky as well as outside of the state. Our firm employs two full-time field representatives who make every effort to visit a project weekly. In addition to our field representatives, one of the Principals will visit a project at least once a month as well as attend construction meetings. Our goal is to be as involved in the design and construction process as possible to make sure projects remain on schedule and to ensure owner satisfaction.



**Wayne Thomas, PE  
Project Administrator  
Electrical Engineer**



Wayne Thomas, P.E. will serve as Project Administrator and Electrical Project Engineer on this project. Mr. Thomas has over 27 years of experience. As Project Administrator, Mr. Thomas will help develop the mechanical and electrical program and work with the Architect to develop P & S documents. During the Design Development Phase, he will direct mechanical and electrical design and coordinate with in-house staff. In addition, he will continuously review the program development and project budget and direct the production of D & D documents. The Contract Document Phase will entail monitoring the production of documents to insure all design criteria are met and periodically review estimate so that the budget is not exceeded. During the Bidding Phase, Mr. Thomas will answer contractors' questions, direct production of addenda items, attend the pre-bid meeting and review bids with the Architect and Owner and make recommendations. During the Contract Administration Phase, he will attend pre-construction meetings and monthly progress meetings and periodically visit site for conformity of bid documents. Lastly, the Warranty Phase will involve attendance at year-end inspections.

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**Education**

Bachelor of Science, Electrical Engineering  
Virginia Polytechnic Institute & State University,  
1990

**Professional Association**

ACEC, ACEC/KY, NPFA, KSPE, BICSI, USGBC

**Registration**

Kentucky/Electrical Engineer      18353  
Ohio/Electrical Engineer          E-65708  
Indiana/Electrical Engineer      PE10100445  
West Virginia/Electrical Engineer 014747

**Professional Experience**

**Staggs and Fisher Consulting Engineers, Inc.**  
Principal/Treasurer, 2017-Present  
Principal, 2014-2017  
Electrical Project Engineer, 2013-2014

**KTA, Inc. Consulting Engineers\***  
Principal/Electrical Engineer, 1997-2013  
Electrical Engineer, 1990-1997

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**Relevant Project Experience**

**Black & Williams Neighborhood Center**

University of Kentucky – The New Commonwealth Stadium  
Renovation

**University of Kentucky – Football Training Facility and  
Practice Fields**

University of Kentucky – Nutter Training Facility – Football  
Complex

University of Kentucky – New Baseball Facility

The Pavilion – Scott County Recreation Facility\*

Elizabethtown Sports Park\*

Kentucky State University - William Exum Center\*

Mammoth Cave National Park – Visitors Center\*

Center for Rural Development\*

R.H. Williams Cultural Center\*

Clinton County Learning Center\*

Visitor Center – Alice Lloyd College\*

**Chris Keath, PE  
Mechanical Engineer**



Christopher Keath, P.E. will serve as Mechanical Project Engineer on this project. During the Programming and Schematic Phases, he will develop the mechanical systems, work with the Architect on mechanical spaces and determine locations and methods of service for chilled water and steam. During Design Development he will direct the mechanical design, coordinate with other disciplines and the Architect and write outline specifications. The Contract Document Phase will entail producing mechanical contract drawings, writing mechanical specifications and reviewing the mechanical estimate to keep within scope. During the Bidding Phase, any mechanical questions will be addressed, addendums written, if required, and the mechanical bids reviewed with the Architect and Owner. Lastly, during the Contract Administration Phase, Mr. Keath will attend the pre-construction meeting, periodically visit site for contract document conformity, review mechanical shop drawings and produce clarification or change order drawings, if required.

Education	Relevant Project Experience
Bachelor of Science, Mechanical Engineering Oklahoma Christian University of Science & Arts, 1990	<b>University of Kentucky – Seaton Center Addition/Renovation (Johnson Center)</b>
<b>Professional Association</b>	<b>Southland Christian Church – Great Expectations Phase I</b>
ACEC, ACEC/KY, NPFA, USGBC, KSPE, ASHRACH	Hazard Community College - Jolly Building Training Center – Auditorium Renovation
<b>Registration</b>	Hazard LEES Campus – Intergenerational Center
Kentucky/Electrical Engineer, 18328	Rockcastle County Tourism Center
<b>Professional Experience</b>	Arboretum Visitor Education Center
<b>Staggs and Fisher Consulting Engineers, Inc.</b> Principal, 2001-Present Mechanical Engineer, 1994-2001	Whitley County Welcome Center  Fleming County Museum Renovation
<b>Jerry A Taylor &amp; Associates</b> Mechanical Engineer, 1993-1994	University of Kentucky - Memorial Coliseum Expansion (Joe Craft Center)
<b>Brock-McVey Company</b> H.V.A.C. Engineer, 1989-1993	My Old Kentucky Home State Park – New Visitors Center
	Lake Cumberland State Park – Conference Center Renovation





**Staggs & Fisher Consulting Engineers, Inc**  
Mechanical | Electrical | Plumbing Engineering

## **FOOTBALL TRAINING CENTER AND PRACTICE FIELDS** **UNIVERSITY OF KENTUCKY**

**Firm**  
Staggs & Fisher Consulting  
Engineers, Inc.

**Client**  
University of Kentucky  
Commonwealth of Kentucky  
Lexington, Kentucky  
Contact: Bob Williams  
859-257-5911

**Project Cost**  
\$45,000,000.00  
(Total Project)

**Project Size**  
98,000 sq. ft.

**Present Status**  
Completed 2016



This new 98,000 square foot facility is adjacent to The New Commonwealth Stadium and connected to the existing Nutter Indoor Training Center. It includes state-of-the-art dining facilities, strength and conditioning areas, hot and cold plunge pools, a player auditorium, a weight room, players' lounge and athletic training spaces. The facility serves as a game-day locker room.

This facility is conditioned with variable air volume (VAV) central air handlers and VAV terminal units with hot water reheat.

The video production and communication rooms are conditioned with a variable refrigerant volume (VRV) systems. This allows the central systems to be shut down to save money while critical heat producing rooms can still be kept cool.

The facility included numerous conference rooms in varying sizes to accommodate small groups up to the entire team and support staff. These spaces include state-of-the-art audio/visual systems with advanced play back capabilities for game planning and transmit/receive capabilities between the building and the practice fields.

Numerous interactive graphics systems were implemented to provide visitors with a unique program experience.



*Staggs & Fisher Consulting Engineers, Inc*  
Mechanical | Electrical | Plumbing Engineering

## **GREAT EXPECTATIONS – PHASE I** **SOUTHLAND CHRISTIAN CHURCH**

**Firm**

Staggs & Fisher Consulting  
Engineers, Inc.

**Client**

Southland Christian Church  
Harrodsburg Road  
Nicholasville, Kentucky  
Contact: David Mitchell  
859-224-1663

**Project Cost**

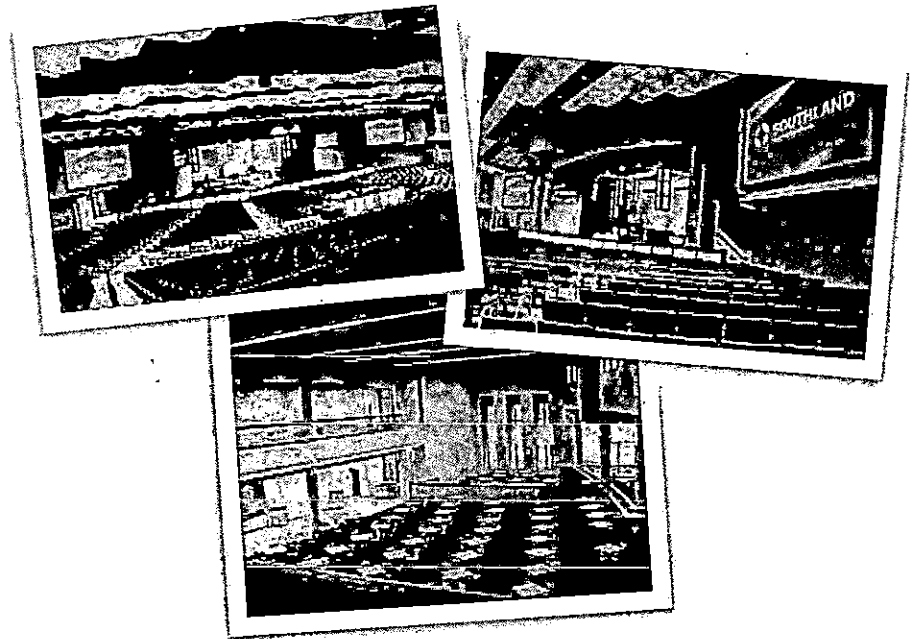
\$23,000,000.00  
(Total Project)

**Project Size**

165,855 sq. ft.

**Present Status**

Completed 2002



This project consisted of an addition to the existing facility consisting of a worship center, gymnasium, classrooms, multi-use spaces, aerobic room, restrooms, large commercial kitchen and a dining hall.

The worship center has a capacity of 3,000 people and can be converted to a double basketball court gymnasium. This is accomplished by using movable bleachers with padded seats and retractable netting. This area is designed to be converted in the future to a 4 basketball court gym with a running track. A 950 seat dining room was part of the design with an adjoining full commercial kitchen. This addition is supported by a new mechanical room with 2 centrifugal chillers, variable volume primary pumping, gas hot water boilers, variable speed hot water heating pumps, domestic water heater and new water entrance, gas entrance and electric entrances.



Staggs & Fisher Consulting Engineers, Inc  
Mechanical | Electrical | Plumbing Engineering

## JOHNSON CENTER (SEATON CENTER ADDITION/RENOVATION) UNIVERSITY OF KENTUCKY

### Lexington, Kentucky

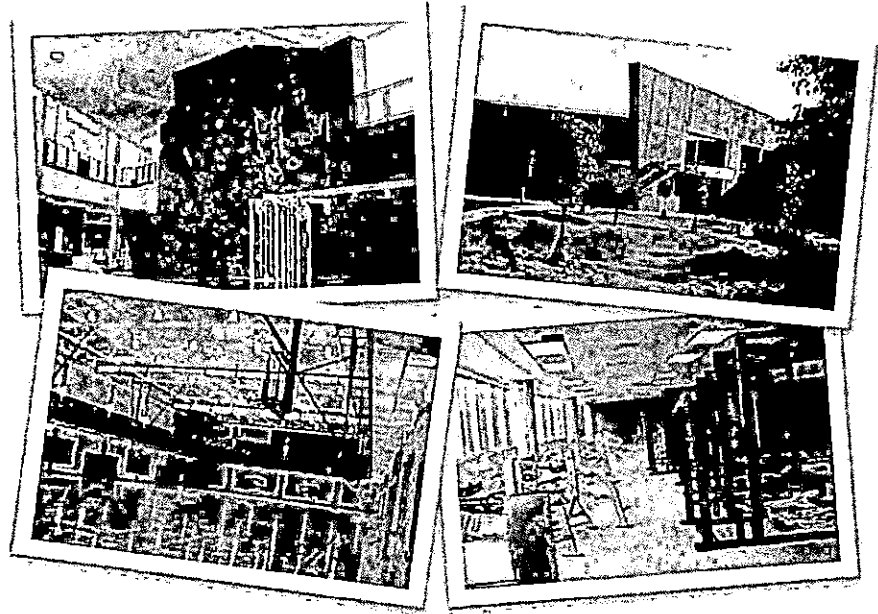
**Firm**  
Staggs & Fisher Consulting  
Engineers, Inc.

**Client**  
University of Kentucky  
Commonwealth of Kentucky  
Lexington, Kentucky  
Contact: Bob Williams  
859-257-5911

**Project Cost**  
\$12,128,000.00  
(Total Project)

**Project Size**  
87,795 sq. ft.

**Present Status**  
Completed 2002



This project included the construction of an 87,000 square foot addition to the Seaton Center on the campus of the University of Kentucky. Minor renovations to the existing building are included.

The addition houses a multi-purpose gymnasium consisting of 38,000 sq. ft., including 5 multi-use courts accommodating open recreational basketball, volleyball, badminton, indoor soccer and floor hockey. The fitness center consists of a 12,000 sq. ft. conditioning room with equipment room, locker/shower facilities, storage spaces, administrative offices and a health/deli bar.

Steam and chilled water were fed from the existing mechanical room. Two central station air handlers were used with VAV reheat terminal control to condition the spaces.

This project shows our experience with working on student areas along with understanding the University standards and procedures. It also had many challenging spaces that required innovative solutions for lighting and ventilation.



Staggs & Fisher Consulting Engineers, Inc  
Mechanical | Electrical | Plumbing Engineering

## FALLING SPRINGS ARTS & RECREATION CENTER WOODFORD COUNTY COMMUNITY CENTER

### Versailles, Kentucky

**Firm**

Staggs & Fisher Consulting Engineers, Inc.

**Client**

Woodford County Fiscal Court  
Versailles, Kentucky  
Contact: Dr. Joe Gormley

**Project Cost**

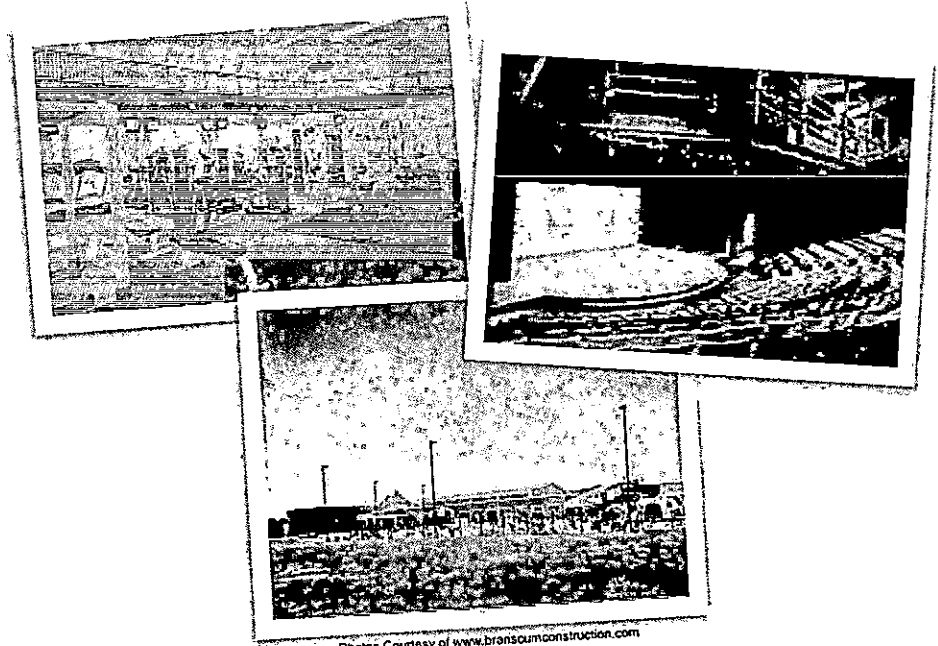
\$10,825,000.00  
(Total Project)

**Project Size**

73,000 sq. ft.

**Present Status**

Completed 2002



Photos Courtesy of [www.bransoumconstruction.com](http://www.bransoumconstruction.com)

This was a new facility that includes a Performing Arts Theatre, three Basketball Courts, a Fitness Center, Supporting Offices and Meeting Rooms, a Therapy Pool, an Olympic-Size Indoor Pool and an Outdoor Recreational Pool.

A water chiller provides cooling to air handling units. Gas-fired hot water boilers provide heating. The gymnasium and the indoor pool areas are served by rooftop air handling units. The other areas are served by modular air handling units located inside the building.



Staggs & Fisher Consulting Engineers, Inc  
Mechanical | Electrical | Plumbing Engineering

## PASSPORT OFFICE BUILDING

### Firm

Staggs & Fisher Consulting Engineers, Inc.

### Client

Passport Health Plan

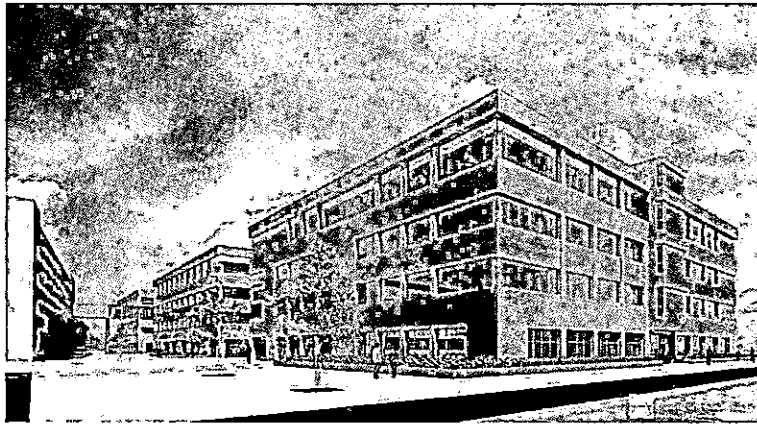
### Project Size

340,000 square ft

### Present Status

To be completed in 2020

**PASSPORT**  
HEALTH AND WELLNESS COMPANY



Passport Healthcare's new Headquarter office building is a 340,000 SF, 4 story office building with an adjacent 679 spot parking garage. The building will have a public accessible first floor which will include future tenant spaces, retail spaces, multi-purpose meeting rooms, kitchen and food service area. The upper floors will be an open office area with conference rooms, meeting rooms and private offices. The building is divided into three, 4-story areas. A pedway connects the office building to the parking garage. MEP systems for the building and parking garage included Fire Protection, Plumbing, HVAC, and Electrical.

Central cooling will be provided by three water chillers with variable speed control, of approximately 500 tons each. Central heating will be provided by two 1600 MBH natural gas-fired, high efficiency condensing hot water boilers. Each area will be cooled by its own individual Air Handling Unit. A separate Air Handling Unit will be dedicated to the Kitchen and Cafeteria. The Air Handler Units will have economy cycles using 100% outside air for cooling in intermediate weather. The building will have BACnet Building Control System.

Plumbing includes domestic water, sanitary and vent, and storm drainage. Natural gas was provided for heating and kitchen equipment.

Sprinkler system included standpipe and wet pipe sprinkler system.

Electric includes energy efficient LED lighting with sophisticated lighting controls using occupancy/vacancy sensors and daylight

harvesting. Power was distributed through the building using 480V overhead and vertical busduct. A diesel generator provided back-up power for emergency life safety systems and operation of one elevator in each of the three areas. Other electrical systems included addressable fire alarm system, low-voltage communication system utilizing CAT6A Cable, and building wide sound masking system.

The parking garage includes a dry standpipe system, hose bibbs, ventilation for elevator machine room and IT rooms. Electrical system includes LED lighting with occupancy and daylight harvesting sensors, fire alarm for the elevators and low-voltage/security and access control. The garage will also include a natural gas generator to provide power to the elevator in the event of loss to normal building power.

# **FORMS & AFFIDAVITS**

11/20/18



Affirmative Action  
Equal Opportunity

## POLICY STATEMENT

It is the policy and practice of Nomi Design, Inc. to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in the areas of recruitment, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

Nomi is an affirmative action/equal opportunity employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental disability, learning disability, present or past history of mental disorder, or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of protected classes. Nomi will implement, monitor and enforce this affirmative action policy statement and program in conjunction with all applicable Federal and State laws, regulations, and executive orders.

Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program. Each manager, supervisor, and employee of Nomi is expected to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Ultimate responsibility and the day-to-day duties for this affirmative action program will be coordinated by the Firm Principal who is hereby designated the Equal Employment Opportunity/Affirmative Action Officer for Nomi Design, Inc.

A handwritten signature in black ink, appearing to read "Matthew Brooks". The signature is written in a cursive style with a long horizontal line extending to the right.

Matthew Brooks  
Firm Principal

11/20/18  
Date

**AFFIDAVIT**

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

1. His/her name is Matthew Brooks and he/she is the individual submitting the proposal or is the authorized representative of Nomi, 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.

[Handwritten Signature]

STATE OF Kentucky

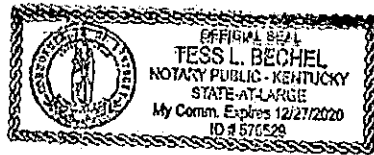
COUNTY OF Scott

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

by [Handwritten Signature] on this the 20<sup>th</sup> day of November, 2018.

My Commission expires: 12/27/20

[Handwritten Signature]  
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 black ink, appearing to be "M. Williams", written over a horizontal line.

Signature

Nomi, Inc.

Name of Business


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**WORKFORCE ANALYSIS FORM**

Name of Organization:       NOMI, 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	
Professionals		4	4			1											5	4
Superintendents																		
Supervisors																		
Foremen																		
Technicians									1									1
Protective Service																		
Para-																		
Office/Clerical			1															1
Skilled Craft		2															2	
Service/Maintenan																		
<b>Total:</b>																	57%	43%

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



Date: 11/26/2018

(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](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Nomi, INC

Complete Address: 1584 Delaware Ave. Lexington KY, 40505  
Street City Zip

Contact Name: Matthew Brooks Title: Owner, Principal Architect

Telephone Number: (859)286-6708 Fax Number: N/A

Email address: mattew@nomi.design



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 38-2018

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.				
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.

Nomi, Inc  
Company

11/26/2018  
Date

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

OWNER, PRINCIPAL ARCHITECT  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 38-2018**

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

MB 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.

MB 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.

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

MB 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.

\_MB\_ 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.

Nomi, Inc  
Company

11/26/2018  
Date



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

OWNER, PRINCIPAL ARCHITECT  
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

11/26/2018

Date

## **Request for Proposals Dunbar Community Center Renovation**

The LFUCG is requesting proposals for architectural/engineering services to assess current conditions at the Dunbar Community Center and provide recommendations, design and cost estimates for future renovation and systems improvement. The center, located at 545 North Upper St., Lexington KY. This three story building consists of a first floor community center and two floors of Parks and Recreation offices above. The building is 36,500 +/- square feet but the renovation will only focus on the first floor. In order to better accommodate current and future programming, the internal rooms of the center need to be assessed for suitability and potentially modified. Additionally, upgrades are needed to bring the building into compliance with the Americans with Disabilities Act as well as modernized for better energy efficiency with regard to mechanical system and utilities.

### **A. Phase I Design Services Scope of Work**

#### **1. Site Plan & Existing Building Plan**

The Consultants shall prepare detailed floor plans to be used as a base for interior renovation plans. The location of mechanical systems shall be noted on the plans but need not be detailed; elevations shall be included if it is deemed they are necessary to communicate important spaces or building structure that might impact possible renovations. Consultants shall evaluate existing HVAC, electric, plumbing, all aspects of building envelope (roof, exterior walls, windows, doors, etc.) as well as indicate any areas that should potentially be tested for hazardous materials prior to any renovation. Current conditions shall be compiled into a report and submitted for Owner's review. In addition to narrative describing condition, the report shall include photographic documentation of pertinent issues/concerns.

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

The Consultants shall be expected to attend at least 3 meetings with park staff/other stakeholders. The purpose of the first meeting shall be to learn about current programming in the center and understand desired future programming.

The second meeting shall include presentation of 50% schematic site/floor plans and elevations sufficient to illustrate to stakeholders the integration of renovations needed for ADA compliance, mechanical system upgrades, other current building codes, etc. and the programming information obtained at the first meeting. Stakeholders shall be given opportunity to provide feedback to the Consultant for consideration.

The third meeting shall include presentation of 90% schematic site/floor plans and elevations to illustrate to stakeholders the resolution of any issues discussed at prior meeting.

Recommendations for mechanical system upgrades and hazardous material remediation should be indicated on the plans in so much as they impact building function, but primarily expressed through the report produced in Phase I.

### **3. Final Report - Phasing Recommendations & Cost Estimates**

Using approved schematic plans and mechanical/building report, all needed tasks shall be grouped into projects/phases and ranked in order of priority with Owner/stakeholder input. Architect/Engineer shall provide opinions of cost for each distinct project/phase. This information will become the basis for the Division of Parks and Recreation FY20 capital budget request.

## **B. Phase II Design Services Scope of Work (NIC - to be negotiated in the future if project is funded)**

### **1. Construction Documents**

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

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

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

### **2. Construction Administration**

Once a contractor has been selected, the Architect will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. While Parks and Recreation staff shall perform routine site inspections, the Architect shall be expected, at a minimum, to attend regular progress meetings, critical site inspections (footer, roof, rough-in, etc.), as well as any "trouble-shooting" during construction. Throughout the duration of the construction, the Architect shall be required to review and approve submittals, certify applications for payments to the prime contractor and facilitate preparation of final record drawings, warranty follow-up and project closeout.

## **C. Project Timeline**

The project goal is to complete work through the Phasing Recommendations & Cost Estimates prior to April 1, 2016.

**D. Selection of Consultant**

Consultant will be selected based on the following criteria:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

**Form of Proposal**

<b>Phase I Design Services</b>	<b>Lump Sum Fee</b>
1. Site Plan & Existing Building Plan/Report	\$ 2,400
2. Program Development & Schematic Plans	\$ 7,200
50% Schematic Design	\$ 3,600
100% Schematic Design	\$ 3,600
3. Final Report - Phasing Recommendations & Cost Estimates	\$ 7,200
50% Submission	\$ 3,600
100% Submission	\$ 3,600
<b>Total Lump Sum Fee</b>	<b>\$ 16,800</b>

**Hourly Rates** - please attach schedule of hourly rates for any unanticipated, additional work requested by Owner during course of project