



# DUNBAR COMMUNITY CENTER RENOVATION

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REQUEST FOR PROPOSAL FOR  
ARCHITECTURAL SELECTION

RESTROOMS DESIGN AND ROOF REPLACEMENT

RFP #46-2022

AUGUST 18, 2022

1584 Delaware Ave.  
Lexington, KY 40505

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

**nomi** ARCHITECTURE  
DESIGN  
FABRICATION

AUGUST 18, 2022



DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET, 3RD FLOOR  
LEXINGTON, KY 40507

# LETTER OF INTEREST

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## RE: RFP #46-2022 DESIGN SERVICES FOR DUNBAR COMMUNITY CENTER ROOF & RESTROOM REPLACEMENT

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 Matthew Brooks AIA, Principal of NOMI. A graduate of the University of Kentucky School of Architecture, Matthew has over 25 years of experience in the design and construction industry. His work with Nomi over the last 7 years has focused primarily on educational library and historic renovation and large scale industrial.

Matthew has successfully completed projects that vary in scale from under one million dollars to 30 million dollars.

Though Nomi has had a busy year, we are currently seeking new work for 2022 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.**

JIM AKERS, C.O.O.  
BLUEGRASS  
STOCKYARDS



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

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

#### CLIENT REFERENCES

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

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

#### 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

Donna Smith, CPA  
SKW  
Lexington, KY  
(859) 721-1821

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



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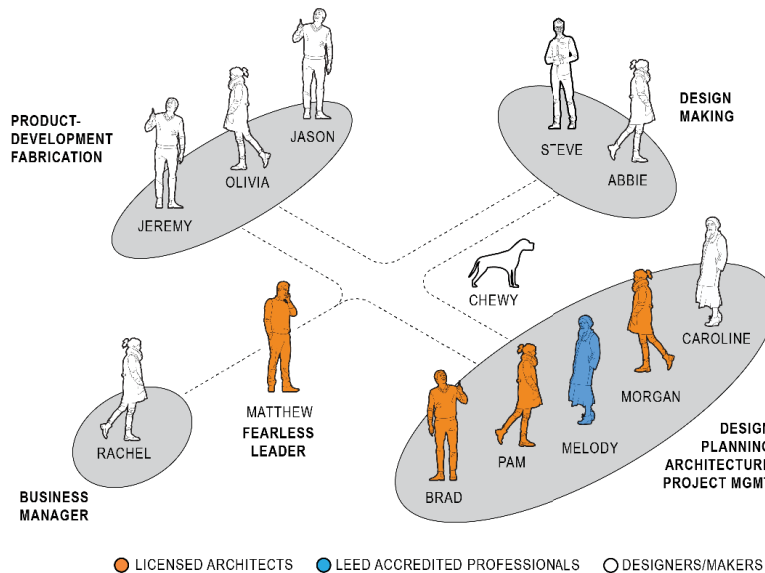
# WHO WE ARE

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



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

Bottom: Diagram of Nomi's company structure



**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

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	VISIONING
NEW-BUILDING DESIGN	STRATEGIC PLANNING
ADDITIONS	PROGRAMMING
RENOVATION	CODE EVALUATION
ADAPTIVE-REUSE	FEASIBILITY STUDIES
HISTORIC PRESERVATION	BRANDED ENVIRONMENTS
INTERIOR DESIGN	GRAPHIC DESIGN
FACILITY SURVEYS	CUSTOM FABRICATION

## 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.



## SMART DESIGN

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



**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

PRE-DESIGN	WEEK 1 (Design Kick-Off)	WEEK 2	WEEK 3 100% SD	WEEK 4	WEEK 5	WEEK 6	WEEK 7 100% DD	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12 100% CD	WEEK 13	WEEK 14	WEEK 15
INITIAL CONSULTATION	FINALIZE OWENR-ARCHITECT AGREEMENT	FINALIZE GEO-TECH CONTRACT	FINAL AREAS & PROGRAM NEEDED FROM CLIENT	CLIENT SIGNS-OFF ON SD	FINAL P.E.M.B. LAYOUT	FINALIZE SPECIAL EQUIPMENT (INCL. KITCHEN)	GEO-TECH REPORT DUE	CLIENT SIGNS-OFF ON DD		CLIENT MEETING	SUBMIT LISTS OF UNIT PRICES, SUBS, ALTERNATIVES, ALLOWANCES, SPECIAL CONDITIONS	SUBMIT FINAL CD BIM & PDF FILES (6/13 BY 8 AM)		AWARD BID	
DESIGN SERVICES PROPOSAL	ISSUE GEO-TECH RFP	FINAL PROGRAMMING MEETING W/ CLIENT	INITIAL P.E.M.B. LAYOUT NEEDED FROM CLIENT	CLIENT SIGNS-OFF ON FINAL BUILDING FOOTPRINT (SIZE & SHAPE)	CLIENT MEETING TO DISCUSS M.E.P. OPTIONS	FINALIZE GENERAL M.E.P. & STRUCTURAL APPROACH	DISCUSS SECURITY REQUIREMENTS	FINALIZE SCOPE OF INTERIOR WORK (RETAIL OFFICES, ETC.)		FINALIZE LIST OF CONTRACTORS TO BID	SUBMIT FINAL SHEET LIST & FINAL SPECIFICATIONS T.O.C.	FINAL LFUGG PLAN REVIEW (6/14)			MOBILIZE FOR CONSTRUCTION (AFTER 4TH OF JULY WEEKEND)
CLIENT QUESTIONNAIRE / PROGRAMMING MEETINGS	NOMI & CONSULTANTS NEED DIGITAL SITE PLAN	DESIGN TEAM KICK-OFF MEETING	100% SD REVIEW O.P.C.C. SF NUMBERS	30% DD COORD. MEETING	50% DD COORD. MEETING	99% DD COORD. MEETING	100% DD	CD KICK-OFF MEETING	30% CD COORD. MEETING	60% CD COORD. MEETING	99% CD COORD. MEETING (FINAL)	100% CD (6/13)	FINAL ADDENDUMS		
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# TRACK RECORD

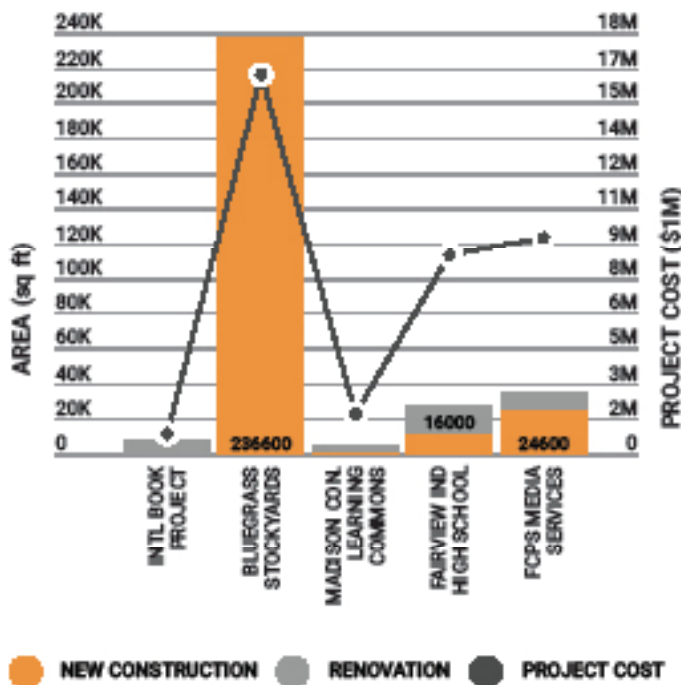
## HIGH QUALITY DESIGN ON BUDGET & ON SCHEDULE

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.

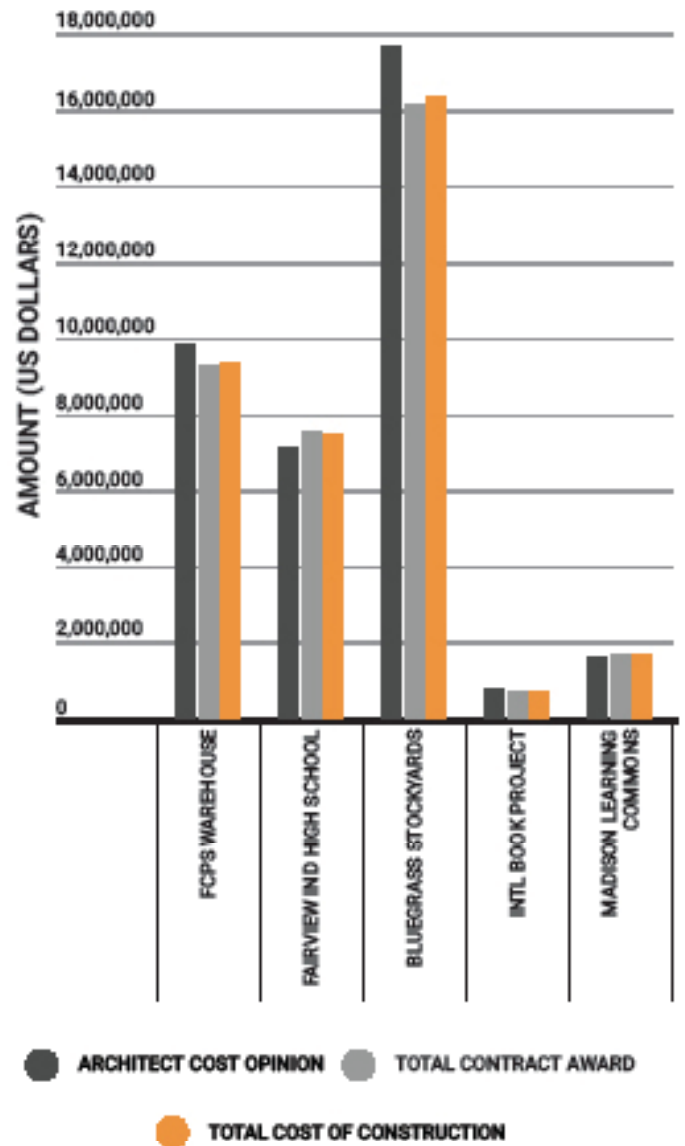
## ABILITY TO COMPLETE

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.

COST TO AREA RELATIONSHIP OF RECENT PROJECTS



COMPARISON OF COST OPINION, BID AMOUNT AND FINAL CONSTRUCTION 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.



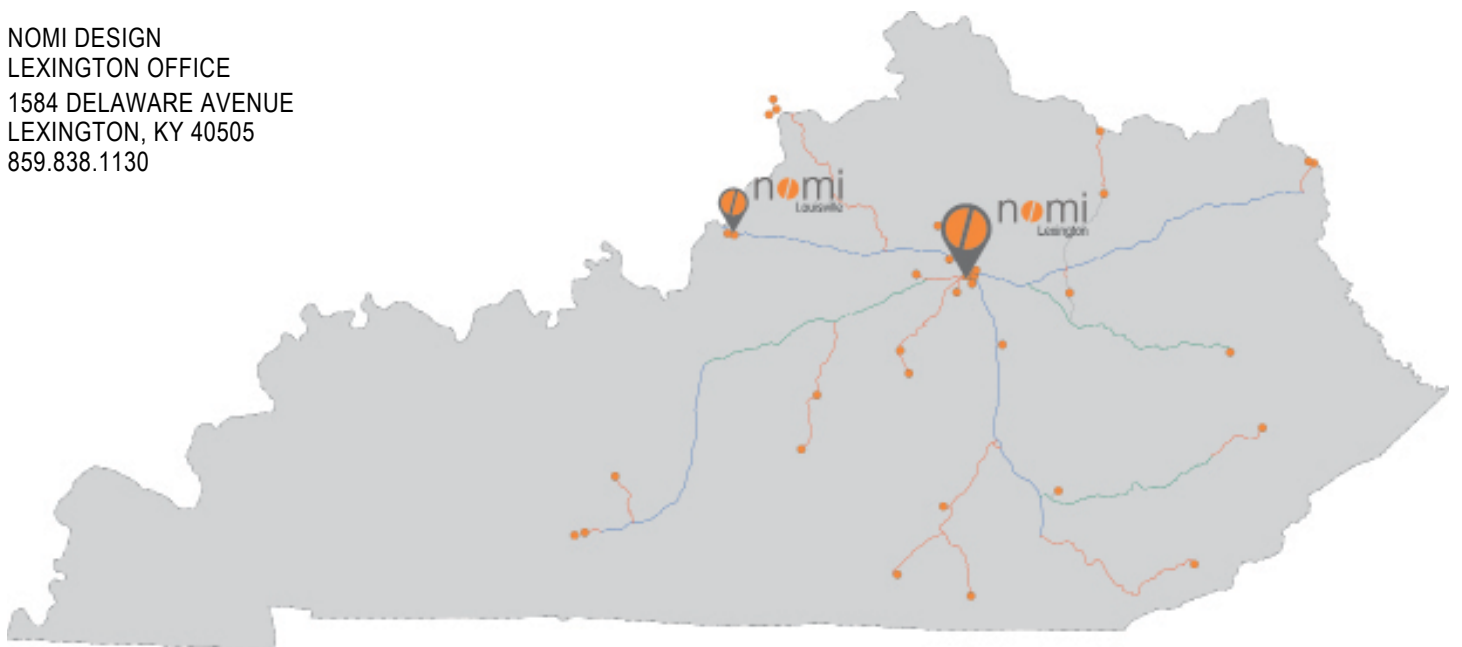
# WORKPLACE

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

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

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



# 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.



# **RELEVANT PROJECTS**

# PROJECT TYPOLOGY

	COST ORIGIN (OR) CONSTRUCTION COST RANGE	PROJECT AREA	YEAR COMPLETED	NEW CONSTRUCTION	ADDITION	RENOVATION	ADAPTIVE-REUSE	HISTORIC PRES.
MADISON CONSOLIDATED SCHOOL RENOVATION	\$4,450,000	11,000 +/-	TBD		●	●		
NEW LOUISVILLE BREWERY FEASIBILITY	TBD	TBD	TBD			●	●	
STOBER DRIVES	\$750K - \$1M	3,760	TBD			●		
LFUGG 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	\$3,288,573	16,800	2018		●	●		
BLUEGRASS STOCKYARDS	\$25M - \$30M	236,850	2017	●				
MADISON CONSOLIDATED SCHOOL RENOVATION	\$1,946,427	8,280	2017		●	●		
PROVIDENCE MONTESSORI ELEMENTARY	< \$100K	2,363	2015			●		
CAMPBELLVILLE INDEPENDENT	\$1,166,228	11,747	2017		●	●		
ATHENIAN GRILL - LOCUST HILL	\$100K - \$200K	3,000	2015			●		
PALATIN ENGINEERING	\$100K - \$200K	5,584	2014			●		
PROVIDENCE MONTESSORI MIDDLE SCHOOL	\$250K - \$500K	6,800	2014			●	●	●
LUGART MAKERSPACES	\$100K - \$200K	800 EACH	2017	●		●	●	
PASTA GARAGE ITALIAN CAFÉ	< \$100K	498	2015			●	●	●
FAIRVIEW INDEPENDENT HIGH SCHOOL	\$7,570,200	27,178	2016		●	●		
CALOSPAs 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	\$1,633,666	42,210	2013		●	●	●	●
FAYETTE CO. SCHOOLS CENTRAL SERVICES	\$3,868,893	34,580	2013		●	●	●	●
WOODFORD CO. HUNTERTOWN ELEMENTARY	\$7,394,634	61,543	2009		●	●		
KCTCS McCRENRY CENTER	\$4,190,106	19,900	2010	●				
HARLAN INDEPENDENT HUMANITIES BUILDING	\$2,129,985	7,885	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

**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.

## AFTER



# 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

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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

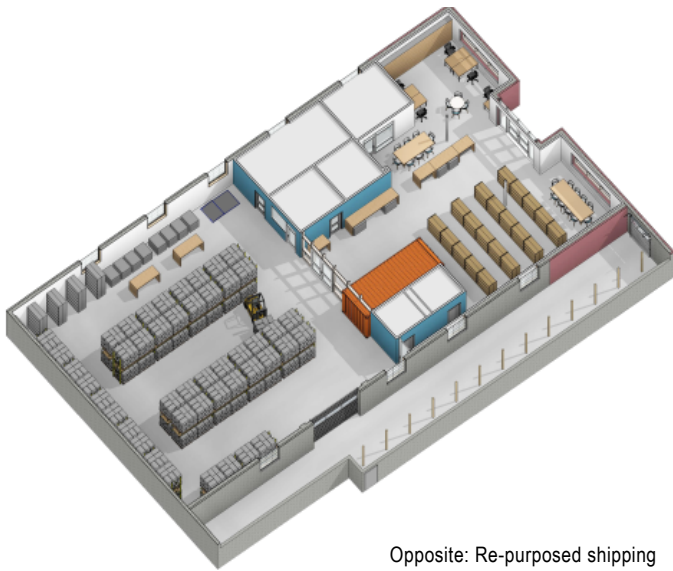
LISA FRYMAN, EXECUTIVE DIRECTOR  
INTERNATIONAL BOOK PROJECT  
859.254.6771



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







# 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



# **FORMS & AFFIDAVITS**

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

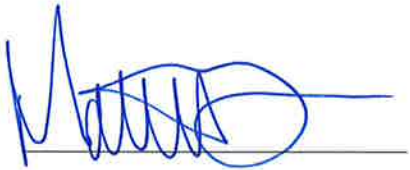
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

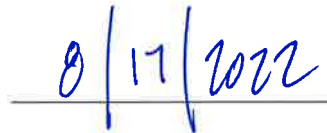
conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date



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.



Matthew Brooks

Firm Principal

## 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.

Matthew Brooks

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Matthew Brooks on this the 10 day  
of August, 2022

My Commission expires: 4/13/2025



Denise M. Rodriguez  
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.*

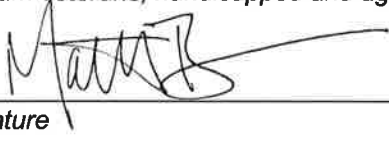
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

Bidders

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

A handwritten signature in black ink, appearing to read "Matti", written over a horizontal line.

Signature

Nomi, Inc.

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
<b>Administrators</b>																	
<b>Professionals</b>		2	6														
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>			1														
<b>Skilled Craft</b>		2															
<b>Service/Maintena</b>																	
<b>Total:</b>																	

Prepared by: 

Date: 8 / 17 / 2022

(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 #\_46-2022\_\_\_\_\_**

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

8/17/2022  
Date

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

OWNER, PRINCIPAL ARCHITECT  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 46-2022**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

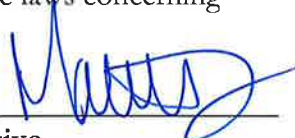
\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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

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

NOMI INC.  
\_\_\_\_\_  
Company  
8/17/2022  
\_\_\_\_\_  
Date

Matthew Brooks AIA   
\_\_\_\_\_  
Company Representative  
President  
\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

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

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

A. Termination for Cause

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

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


#### B. At Will Termination

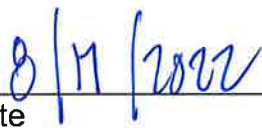
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided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

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

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

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

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

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**Design Services for the Dunbar Community Center Roof & Restroom Replacement Project**  
**Request for Proposal # 46-2022**  
**Form of Proposal**

**Consultant:** NOMI INC.

**Address:** 1584 Delaware Ave, Lexington, KY 40505

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**1. General:**

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

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

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



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

**Design Stage (Total Services Below)**

**\$ \$76,000.00**

Schematic Design Phase:  
(percentage of total services)

**\$ \$14,250.00**

15 %

Design Development Phase:  
(percentage of total services)

**\$ \$19,000.00**

20 %

Construction Documents Phase:  
(percentage of total services)

**\$ \$38,000.00**

40 %

Bid Phase:  
(percentage of total services)

**\$ \$4,750.00**

5 %

**Construction Administration Stage**

**\$ \$19,000.00**

(percentage of total services)

20 %

**Total Architectural/ Engineering Services**

**\$ \$95,000.00**

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

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>175</u> \$/HR
<u>Architect 1</u>	<u>150</u> \$/HR
<u>Architect 2</u>	<u>140</u> \$/HR
<u>Architect 3</u>	<u>130</u> \$/HR
<u>Intern Level 1</u>	<u>120</u> \$/HR
<u>Intern Level 2</u>	<u>110</u> \$/HR
<u>Intern Level 3</u>	<u>100</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR

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

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Signature

Matthew Brooks AIA  
Name

President

Title

8/17/2022

Date