



Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: **RFP #69-2014 Corridors Breeders Cup Beautification Design Project**

Dear Selection Team Members:

On behalf of our entire staff, I am very pleased to submit a proposal for the Corridors Breeders Cup Beautification Design Project. CARMAN is a Landscape Architectural, Urban Planning and Civil Engineering company located in Lexington since our establishment in 1980. Our experience and knowledge of Lexington's built and natural environment is outstanding having worked on corridor and landscape enhancement projects through our time in the community. We have recently become quite familiar with the gateway idea for Lexington, particularly for the Versailles Road corridor. CARMAN has been co-consultant for the Versailles Road Corridor study that recommended various gateway solutions that included multiple layers of landscape enhancements. We feel a number of these recommendations can transform to enhancements that are specifically focused on the Breeders Cup Beautification Design Project. In addition, we have spent considerable time establishing a corridor landscape plan for other areas of Versailles Road outside of New Circle Road that are valid although have yet to be implemented.

While the other corridors that are included in the Breeders Cup Beautification Project are no less important, we feel the Versailles Road project could serve as a foundation for design direction and design vocabulary for the remaining three corridor sections. Our intent is to use the Versailles Road knowledge as a springboard for developing design concepts for the other three critical corridor sections.

As you review our submittal we ask that you pay particular attention to our project experience that focuses on parallel design solutions and objectives. Additionally, we feel there are various attributes that places CARMAN in a unique position to provide the design services requested in the Breeders Cup Beautification Project

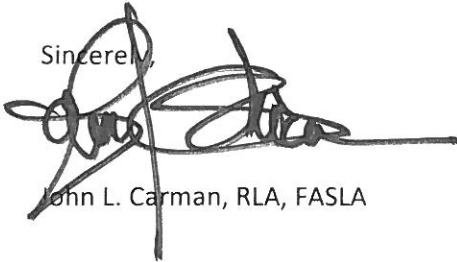
- CARMAN has an established, award-winning track record of projects for the Lexington Fayette Urban County Government and will strive to create yet another unique award winning project for the Breeders Cup Beautification Project;
- Through the work on the Versailles Road Corridor Study, CARMAN has gained an understanding of stakeholder's concerns and ideas for the corridor to become a thematic gateway that reflects cultural aspects of the corridor that also include the equine culture. These cultural understandings have been translated into gateway intersection concepts that could be utilized for the Breeders Cup Beautification Project;

- CARMAN has experiences with other corridor enhancement projects that further exemplify the understanding of thematic gateways and landscape treatments along significant road corridors;
- CARMAN has a staff of Landscape Architects that understand contextual corridor design, an intern arborist that understands environmental horticultural conditions for plant materials and a civil engineer that has extensive experience in permitting with the Kentucky Transportation Cabinet for various type of encroachment permits;
- Our approach to establishing a recognizable landscape brand on all corridors for the Breeders Cup Beautification Project will further enhance the identity and help create a unique visitor experience for Lexington as the host to an international equine event.

CARMAN has the dedicated resources to begin this project and assist the LFUCG with meeting the implementation schedule. We are confident that our dedication, experience, understanding and enthusiasm to participate in this exciting project and look forward to working with various stakeholders and the project committee on this project.

We look forward to further apprising you of our qualifications and the opportunity to continue our successful working relationship with the Lexington Fayette Urban County Government.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Carman", with a long horizontal line extending to the right.

John L. Carman, RLA, FASLA



Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

CONSULTANT PROFILE

CARMAN Company 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
310 Old Vine Street, Suite 200
Lexington, KY 40507
859.254.9803
www.carmansite.com
jcarman@carmansite.com

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

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

CARMAN employs seven licensed Landscape Architects lead by Mr. John L. Carman, Senior Principal, KY license number 310. Additionally, 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



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

CONSULTANT PROFILE

CARMAN Company 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. Our staff consists of the following personnel by specialized discipline:

Landscape Architects, Registered	7
Landscape Architect, Intern	2
Civil Engineer	1
Administrative Professionals	2

The CARMAN office staff have a collective 133 years of experience.

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.

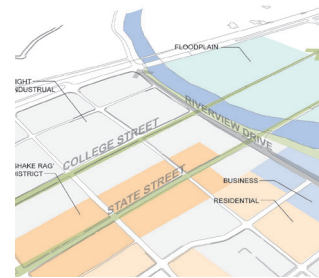
As a comprehensive site design consultant, CARMAN offers Civil Engineering as a means to provide quality, functional design solutions. The Civil Engineering staff recognizes the need to engage technical workability into each and every design solution and strives to integrate pragmatic engineering needs 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.

Federal I.D. #61-1033777

Landscape Architecture



Land and Urban Planning



Civil Engineering



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

CONSULTANT PROFILE



Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM ORGANIZATIONAL CHART

PROJECT TEAM ORGANIZATIONAL CHART



The landscape architectural and site engineering services for the Breeders Cup Beautification Project will be performed with in-house staff at CARMAN. The CARMAN office utilizes a project management approach for projects and also utilizes the full compliment of staff available for all projects. Submission of this proposal is verification of the CARMAN commitment to the Breeders Cup Beautification Project from all staff members.

The following is the primary project team that will be assigned to this project and is representative of the staff's familiarity with projects of this nature and experiences with past projects with the Lexington Fayette Urban County Government.

Senior Principal In Charge

Project Oversight
Meeting Facilitation
Design Management
Construction Administration

John L. Carman, RLA, FASLA

Project Manager

Day to Day Project Management
Site Assessments
Meeting Participation
Corridor Landscape Enhancement Design
Bid Documents
Construction Administration

Ivy Clinton, RLA

Production Coordinator

Graphic Communications
Plan Production

Chad Riddle

Civil Engineer

KYTC Encroachment Permitting

Wes Turley, PE

The following is a graphic Organizational Chart and Staff Profile of the CARMAN staff that will be available to assist with the project as needed and demanded by the schedule.

Primary Office Location:
CARMAN
310 Old Vine Street, Suite 200
Lexington, KY 40507
Phone: 859.254.9803
Fax: 859.255.8625
Email: jcarman@carmansite.com



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PROJECT TEAM ORGANIZATIONAL CHART

PROJECT TEAM ORGANIZATIONAL CHART



John L. Carman, RLA, FASLA
Senior Principal In Charge

Ivy Clinton, RLA
Project Manager

Wes Turley, PE
Civil Engineer

Chad Riddle
Production Coordinator



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM ORGANIZATIONAL CHART

**LANDSCAPE ARCHITECTURAL AND ENGINEERING STAFF
PROFILE SUMMARY**



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

University of Kentucky, 1976, BSLA
Licensure: Kentucky and Indiana
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

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

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

University of Kentucky, 2004, BSLA
University of Wisconsin-Madison, 2008, MSLA
Licensure: Kentucky
Landscape Architect assisting with project management and coordination of production for construction documents for the CARMAN Louisville Office

Carrie Read, RLA
LEED® Accredited Professional, ASLA
Louisville Studio Manager

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
Civil Engineering Associate

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

University of Kentucky, 2004, BSLA
University of Florida, 2006, MLA
Licensure: Florida, Massachusetts
Landscape Architect assisting with project management and coordination of production for construction documents

Ivy Clinton, RLA
Associate

University of Kentucky, 2008, BSLA
Licensure: Kentucky
Landscape Architect assisting with project management and coordination of production for construction documents

Travis Edelen, RLA
Associate

University of Georgia, 2011, BLA
Landscape Architect Intern assisting associates with project coordination.

Cassie Nichols
LEED® Accredited Professional
LA Intern

University of Kentucky, 2013, BSLA
Design Landscape Architec assiting with project management and coordination of production for construction documents for the CARMAN Lexington office.

Chad M. Riddle, ASLA, ISA
LA Intern

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



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PROJECT TEAM ORGANIZATIONAL CHART



Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM EXPERIENCE & RESUMES

PROJECT TEAM EXPERIENCE & RESUMES

Narrative



CARMAN is a Landscape Architectural, Urban Planning and Civil Engineering company headquartered in Lexington, Kentucky. John Carman established the company in Lexington in 1980 and has since provided a broad cross section of work to both the public and private sector. The landscape architectural and civil engineering staff has developed a portfolio of public work that is diverse although a common thread is the attention given to these projects by the staff so that success is guaranteed. Through the years CARMAN has orchestrated complex, award winning projects including a recent design award for the McConnell Springs Wetland Demonstration project. Through the years, the CARMAN staff has been involved in a number of other LFUCG projects including:

- The Gainesway Park Master Plan and Playground Development
- Coldstream Park Master Plan and Phase I Legacy Trail and Trailhead
- Coldstream Park Access Road
- Gay Brewer Golf Course Renovations
- Division of Parks and Recreation Headquarters Site Improvements
- 4th Street Right of Way Improvements
- Versailles Road Corridor Study
- Cardinal Run Park Multi-purpose Trail Project

In addition to considerable successful work with the LFUCG, the CARMAN office has worked on numerous projects with the Commonwealth of Kentucky Division of Engineering and Contract Administration including:

- College and University Facilities at most public colleges in Kentucky
- Park and Recreation site design for numerous projects throughout the Commonwealth
- Military installations
- Veterans facilities including Cemeteries and Nursing Homes

The CARMAN office has been involved in numerous streetscape and right of way improvement projects for various communities in Kentucky including:

- Danville
- Harrodsburg
- Somerset
- Monticello
- Frankfort
- Metro Louisville

CARMAN is extensively involved with K -12 Educational work and has provided site design and engineering services to over 30 school districts around the Commonwealth and has worked extensively with the Fayette County Public Schools and is currently involved with the comprehensive site design and site engineering for the new high school site located along the Winchester Road corridor.

The following resumes summarize the experience and capabilities for the key staff that will be involved with the Breeders Cup Beautification Project. The entirety of the CARMAN staff is available to support the needs of the project as needed.



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM EXPERIENCE & RESUMES

John L. Carman, FASLA, RLA
Senior Principal, Landscape Architect



John L. Carman established the firm of CARMAN in 1980 after successful practice with companies providing Landscape Architecture, Engineering, and Construction Management services. Mr. Carman has since established an award-winning firm that provides services to a wide variety of clientele. Mr. Carman prides himself in being a “hands-on” manager and is always very active in each phase of all projects.

John Carman’s experience extending over a 35-year period has been with large and small-scale projects ranging from Educational Facility Planning, Community Planning and Design, Site Engineering, Athletic Facility Design, and Environmental Planning. Mr. Carman is acknowledged as being on the cutting edge with creative and technically superior site design, particularly in the areas of storm water management and supporting site improvements. Mr. Carman contributes routinely at the University of Kentucky Landscape Architecture Department as adjunct professor and guest lecturer in a variety of design, construction, and professional practice courses. In addition to his career in private practice, Mr. Carman is very active in the professional development of Landscape Architecture. He is currently serving on the Council of Landscape Architectural Registration Boards as immediate Past President. Mr. Carman has also been instrumental in writing legislation for the practice of Landscape Architecture.

NOTABLE PROJECT EXPERIENCES

Versailles Road Corridor Study - Lexington, KY

A 2.5 mile connectivity plan that re-invents the gateway corridor into downtown Lexington. Alternative transportation routes, intersection gateways and complete street objectives highlight the corridor plan.

East End Bridge - Louisville, Kentucky and Utica, Indiana

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering Consultant. Projects includes aesthetic improvements on both sides of bridge as well as selecting sustainable planting palette that is adaptive, native, low water use and non-invasive species.

E.ON Visualization Study - Louisville, KY

CARMAN was commissioned by LG&E to conduct several visualization studies that provide an accurate representation of the proposed substations within the existing landscape. The studies are shared with community leaders and neighbors in an effort to better visualize how LG&E substations are integrated into surrounding landscape.

McConnell Springs Wetland Demonstration – Lexington, KY

Restoration of a wetlands area at the site of Lexington’s original settlement. Included in the wetland restoration are boardwalks that allow user to view various water quality demonstration components. The wetlands provide a demonstration of natural storm water management techniques.

Louisville International Airport Standiford Lane Streetscape – Louisville, KY

CARMAN was commissioned by the Louisville International Airport to design streetscape improvements along Standiford Lane, a gateway to Louisville International Airport. The landscaped corridor design serves several functions: to provide an aesthetically pleasing arrival experience, to screen views of the airplane hangers, and to establish a sustainable planting scheme requiring minimal maintenance and watering. The landscape is a well-balanced array of trees, evergreens, flowering shrubs and native vegetation, with a mind to seasonal color, texture and flowering sequence.

EDUCATION

B.S. Landscape Architecture
University of Kentucky, 1976

PROFESSIONAL REGISTRATION

Landscape Architect, states of:
Kentucky - #310

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Member, Fellow

Council of Landscape Architectural
Registration Boards (CLARB) -
National Board of Directors, Past President

Kentucky Landscape Architectural
Registration Board - Appointed 1989,
1994, 2006

KYDOT Paris Pike Design Review Task
Force

University of Kentucky Life Time Alum-
nus and Fellow

‘The Masters’ PGA Golf Tournament
Marshal -
Augusta National 1989 - Present

Public Art Technical Advisor -
NuLu Art 16

CONTINUING EDUCATION

Engineering Methods for Improving
Watershed Quality

Incorporating Bioengineering Tech-
niques in Erosion and Sediment Control

Biotechnical Erosion Control Tech-
niques: Matching Techniques to Sites

Urban Stormwater Management

DPIC Contract Review and Revision

Urban Stormwater Management and
Detention Pond Design

Ecological Restoration

Green Roof Design Workshop



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM EXPERIENCE & RESUMES

Ivy Clinton, ASLA, RLA
Associate, Landscape Architect



Ivy Clinton joined the professional staff at CARMAN after successful practice with companies providing service in Landscape Architecture, Planning, Engineering, and Construction Management in both Florida and Massachusetts. Ms. Clinton has experience in planning, design, permitting, and construction observation.

Ms. Clinton brings over 10 years of experience includes a wide range of project sizes and types. Project experience includes educational facility planning, community planning and design, site engineering, athletic facility design, and environmental planning, and residential and estate site design and planning. In addition, Ms. Clinton 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.

Ivy Clinton is an active member of the American Society of Landscape Architects and has served on the executive committee as a Section Chair for the Florida Chapter.

NOTABLE PROJECT EXPERIENCES

Versailles Road Corridor Study - Lexington, KY

A 2.5 mile connectivity plan that re-invents the gateway corridor into downtown Lexington. Alternative transportation routes, intersection gateways and complete street objectives highlight the corridor plan.

Morehead State University Eagle Way Boulevard Design - Morehead, KY

Serving as project manager for the conversion of University Drive into a pedestrian and bikeway. The project will create a green space connecting corridors throughout campus.

Transylvania University Residential Village - Lexington, KY

CARMAN is providing the initial planning and design for the location and orientation of 3 new dormitories in the Commons area. The framework and concept design representation of the Commons open space design is a means of communicating the future intent of this area of campus as it relates to open space connectivity and walkability of the campus.

Whittier Bridge/ I-95 Corridor - Amesbury/ Salisbury/ Newburyport, Massachusetts

Ms. Clinton worked on the Design/ Build project to replace several bridges along the I-95 corridor crossing the Merrimack River including pedestrian and landscaping improvements with the State right-of-way. Ms. Clinton was responsible for landscape planting design and landscape permitting along the four mile corridor. The planting design focused on native, low-maintenance plantings to establish diverse plant communities including reforested areas, drainage basins, river banks, screening and enhancement of abutting property, and trailhead improvements along the pedestrian trail. This project was completed with a previous employer.

Pleasant Street Roadway Improvements - Malden, MA

Ms. Clinton worked on the streetscape improvements within the State right-of-way. The project featured pedestrian amenities, replacing crosswalks and ramps for ADA compliance, and landscaping. Project completed with previously employer.

Channel District Streetscapes - Tampa, FL

Ms. Clinton worked on the planning, design, and construction within the 200 acre district in Tampa. Work included Master Planning and Design Guidelines, design, permitting, and construction of public realm improvements within the City and State right-of-ways. Project completed with previous employer.

EDUCATION

B.S. Landscape Architecture
University of Kentucky, 2004

M. Landscape Architecture
Minor Urban and Regional Planning
University of Florida, 2006

PROFESSIONAL REGISTRATION

Landscape Architect, states of:
Florida - #6666989
Massachusetts - #4022

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Member, Past Florida Section Chair

CONTINUING EDUCATION

10-Hour Occupational Safety and Health
Training Course in Construction Health
and Safety

Preserving Significant Trees

Advanced Requirements in Florida
Building Code - Wind and Trees

Grades and Standards: Trees

Negligence and Landscape Architecture
Course

Landscape Palm Diseases

AWARDS

2013 KY Chapter ASLA Award for Excellence for the Ohio River Bluff Project

2012 FL Chapter ASLA Award of Honor for Washington Street Park

2006 FL Chapter ASLA Student Merit Award



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PROJECT TEAM EXPERIENCE & RESUMES

John Wesley Turley, PE
Associate, Civil Engineer



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 twelve 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.

RELEVANT EXPERIENCE

New Fayette County High School - Lexington, KY

CARMAN is serving as the site design and engineering consultant for the new high school along Winchester Road, which consists of 65 total acres. The campus design includes significant vehicular use areas, sustainable stormwater management and a comprehensive athletic facility campus.

East Market Street NuLu Corridor Improvements - Louisville, KY

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering consultant for the 10 block emerging arts and entertainment district in the east end of downtown Louisville along East Market Street that is concentrating on sustainable development strategies and public art. In addition, the CARMAN plans include a Green Alley Activation Program within the NuLu District for Billie Goat and Nannie Goat Strut Alleys. CARMAN is working closely with the Metro Public Works Department, the Louisville Downtown Partnership and the NuLu Business Association on all aspects of the design and engineering.

LFUCG Fourth Street Right-of-Way Improvements - Lexington, KY

CARMAN prepared plans for the streetscape design with sidewalk improvements, bicycle lane enhancements, priority lighting, and gateway entrance to the university campus. Also provided were cost estimates, phasing recommendations, bid and site administration and coordination with community and university stakeholders.

East End Bridge Corridor Improvements - Louisville, KY

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering Consultant. Projects includes aesthetic improvements on both sides of bridge as well as selecting sustainable planting palette that is adaptive, native, low water use and non-invasive species.

University of the Cumberlands Entrance Boulevard - Williamsburg, KY

CARMAN has provided civil engineering and landscape architecture services for a new access road entrance to the main campus.

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

PROFESSIONAL DEVELOPMENT

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

Channel Impacts/Bedload Sediment
Natural Channel Design--Conception to
Construction

Engineering Green Infrastructure

Louisville MSD Wet Weather Program

SD1-Consent Decree Update

Lexington Wastewater and Stormwater
Programs

Green Infrastructure & Wet Weather
Management

Pump Stations going silent, Ecosystem
Approach to Green

Introduction to HEC-RAS Culvert
Hydraulics

KY/TN ICSC Idea Exchange



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT TEAM EXPERIENCE & RESUMES



Breeders' Cup[®]



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES

SIMILAR PROJECT PORTFOLIO & REFERENCES

Narrative



The CARMAN office has provided Landscape Architectural, Urban Design and Civil Engineering services on various projects that are similar in scope to the Breeders Cup Beautification Project. Included in this section of the proposal are summary sheets for representative projects that have parallel scopes. Important components in these projects include:

- Landscape Enhancements along roadway corridors
- Gateway treatments along the corridor or at key intersections
- Use of native or contextually sensitive plant materials
- Integration of plantings with other significant landscape elements including wayfinding, lighting and public art

Of significance to the Breeders Cup Beautification Project is CARMAN's planning and design work on the Versailles Road Corridor study. This 2.5 mile corridor study includes the key areas of Versailles Road that will serve as a gateway into downtown Lexington. While many of the concepts created by CARMAN in this study have some complexities to implement over a period of time, there are certain aspects that could be implemented in conjunction with the Breeders Cup Beautification Project. The LFUCG Urban County Council has not adopted this study, although various governmental agencies on both the local and state level have been involved in the design reviews with positive reactions.

Additionally, the CARMAN office in association with a local landscape contractor prepared a comprehensive landscape design build proposal for the Corridors Commission for Versailles Road outside of New Circle Road. While these proposals were not acted upon, the plans remain valid and should be considered for implementation in conjunction with the Breeders Cup Beautification Project. These plans are included in this proposal.



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES

VERSAILLES ROAD CORRIDOR STUDY

Lexington, Kentucky

CLIENT: Lexington Fayette Urban County Government
Mr. Bob Bayert, PE
200 East Main Street
Lexington, Kentucky 40507
859.258.3441
PROJECT DATE: 2014-2015



CARMAN was recently awarded a very exciting project in Lexington to provide corridor improvements along the Versailles Road Corridor. This important road is a gateway into downtown Lexington and a passage between iconic Keeneland and the new Town Branch Distillery. The corridor assessment will be evaluating opportunities of uniform lane configurations, lane width reductions and integration of corridor landscape on right of way edges and medians. The use of sharrows, dedicated bike lanes and raised cycle tracks is being explored.

Currently the CARMAN office is working with a transportation engineering consultant, LFUCG and stakeholders to identify important gateway intersections and neighborhood influences. The corridor study is scheduled to be completed in February 2015.



Recommendations for the use of public art along the corridor that will help the gateway effect and establish cultural themes for the corridor.

CARMAN professional services:

- Assessment of Multi-modal systems for a primary entry corridor into downtown Lexington.
- Recommendations for corridor gateways by enhancing intersections and creating medians for landscape and public art.
- Corridor assessment for increased pedestrian and bicycling activities.
- Engagement with KYTC District Office.



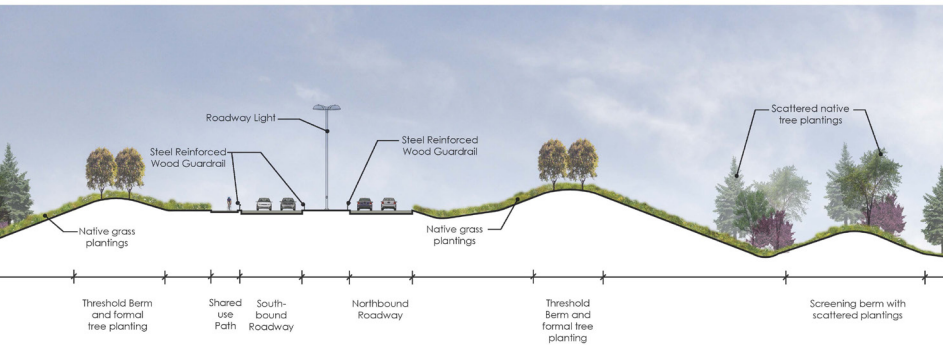
#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES

OHIO RIVER EAST END BRIDGE

Louisville, Kentucky and Utica, Indiana

CLIENT: Walsh Vinci Partnership/Jacobs
 Mr. Jeff Townsend
 916.929.3323
 CONSTRUCTION BUDGET: \$10.0 million
 PROJECT DATE: 2012-2016



The office of CARMAN is serving as the local Landscape Architect for the East End Bridge Corridor Aesthetics improvements on the Kentucky and Indiana side of the new bridge. Included in the aesthetics improvements are the use of the approach corridors on either side of the Ohio River for pedestrians and bicyclists. The Kentucky trails that are being constructed as part of the road corridor will become a part of the Louisville Loop. Improvements designed by the CARMAN office are trails, trailheads, riparian restoration, corridor grading and landscape design. Total corridor length, including the new East End Bridge is approximately 6 miles.

The trail design is integrated into the fabric of the natural corridor landscape. The design philosophy for the trail and aesthetic corridor solutions is based on the following principals and approach:

- Respect, restore, and emulate the character of the existing natural environments Utilize the material and architectural framework for context sensitive solutions of the various historic properties and the surroundings while creating a sense of place with appropriate corridor and gateway treatments of the landscape
- Reinterpret materials and architectural styles with modern materials and treatments where necessary for safety, durability, or efficiency.
- Leverage the new improvements to provide new and restored habitat for native wildlife and provide connectivity for plant and wildlife communities and for people.
- Select a sustainable planting palette that is adapted, native, low water use and non-invasive species.

Project is currently under construction and scheduled to be completed in the Spring of 2016.



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES

GREENING AMERICA'S CAPITALS: SECOND ST CORRIDOR

Frankfort, Kentucky

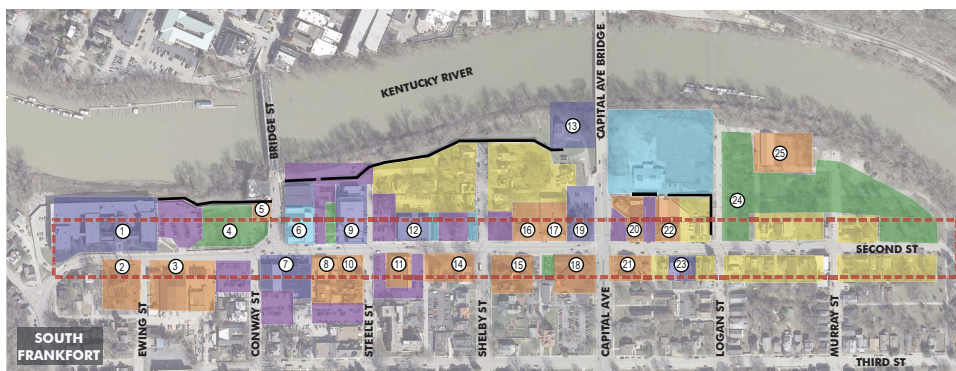
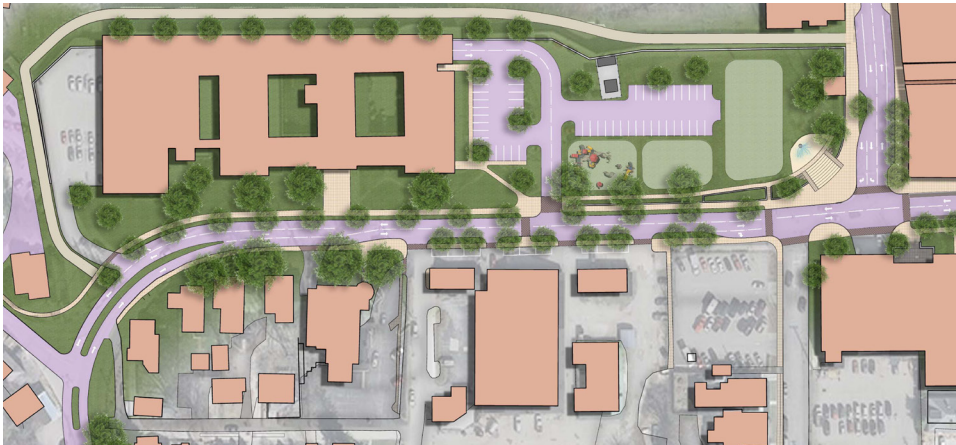
CLIENT: CLIENT: United States Environmental Protection Agency
 Office of Sustainable Communities
 Ms. Melissa Kramer
 1200 Pennsylvania Avenue, N.W.
 Washington, DC 20460
 202.564. 8497
 PROJECT DATE: 2013



CARMAN, in conjunction with Parker Rodriquez of the Washington, D.C. area worked through the US EPA on the Frankfort Greening project. Greening America's Capitals is a project of the Partnership for Sustainable Communities between the U.S. Environmental Protection Agency, the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation to help state capitals develop an innovative and implementable vision of distinctive, environmentally friendly neighborhoods that incorporate innovative green building and green infrastructure systems.

CARMAN was tasked with developing a plan that would meet the city's overarching goals. The design team met extensively with the community stakeholders and also conducted a 3 day design workshop that tested, confirmed and revised previously prepared design schemes in the project corridor. Planning and design has included:

- Improving walking and biking conditions within the study area, particularly at the Bridge Street intersection. The width and multiple turn lanes of Bridge Street at the intersection with West Second Street make it especially hazardous for bicyclists and pedestrians, many of whom are grade school students at the adjacent Second Street Elementary School.
- Green infrastructure and landscaping elements along the street that could improve stormwater management and environmental sustainability.
- Facilitating connections to the proposed Kentucky River walk/bike trail.
- Improving physical design of existing bus stops and connections to the surrounding area.
- Beautifying the area to make it more attractive for residents



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES

STANDIFORD LANE AND STANDIFORD AVENUE STREETSCAPES

Louisville, KY

CLIENT: Louisville Regional Airport Authority
Ms. Jonna Upson
4320 Park Boulevard
Louisville, Kentucky 40209
502.380.8301
CONSTRUCTION COST: \$75,000
PROJECT DATE: 2009-2010



The Louisville International Airport is situated on 1,200 acres of land just 10 minutes south of downtown Louisville. In addition to commercial passenger activities, the Airport also houses corporate hangars, the Kentucky Air National Guard, and UPS which is Kentucky's second largest private-sector employer. Both Standiford Lane and Standiford Avenue provide access to the Airport's corporate hanger facilities.

Working with the Airport Authority's Maintenance Department, CARMAN provided complete planting design services for Standiford Lane with the objective of creating an attractive and inviting experience for those entering and exiting the corporate hangar area. To accomplish this objective, the planting design concentrated on screening the adjacent Army National Guard Facility as well as providing bold, striking and diverse plantings with a variety of seasonal interest. Careful attention was paid to maintaining a clear zone area between the plantings and the electronic sensors of the Army National Guard security fencing.

Currently, CARMAN is providing full planting design services for Standiford Avenue that will compliment the completed work along Standiford Lane.



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

SIMILAR PROJECT PORTFOLIO & REFERENCES



Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROJECT APPROACH & METHODOLOGY

PROJECT APPROACH & METHODOLOGY

Narrative



CARMAN proposes an approach to this project that will attain the results of various signature landscapes along the designated corridors for the Breeders Cup Beautification Project. The approach will transform into a planning and design process that will attain community ownership through public engagement, create uniqueness in the landscape design that is identifiable and the creation of a landscape that is lasting beyond the 2015 Breeders Cup event.

The approach and methodology employed by CARMAN will allow all involved parties to become engaged in a timely manner through the coordination by the CARMAN project manager. Scheduling is paramount to the success of this project, although the products of the process are equally important and the CARMAN process will insure integration of the process and the product so that challenges of the schedule can be overcome.

Stakeholder Meetings and Engagement

Key stakeholders in the 2015 Breeders Cup event must be engaged and informed. Their input and critical information will also inform design decisions. These stakeholders will be initially engaged simultaneously with the corridor assessments so that physical assessments and project understandings are parallel and informative. Input from the stakeholder groups will be a foundation for design decisions. Key stakeholder groups in the design process may include:

- Breeders Cup Beautification Project Committee
- The LFUCG Corridors Committee
- The Division of Environmental Services
- The Keeneland Host Committee
- The LFUCG Division of Engineering
- The Kentucky Transportation Cabinet – Highway District Office 7
- Friends of Versailles Road
- The Kentucky Horse Park
- The Lexington Downtown Development Authority
- Bluegrass Airport
- Local Utility Companies

Other stakeholder groups may be involved and will be discussed and determined at a project kick-off meeting.

Corridor Evaluations

Each identified corridor will be thoroughly evaluated with regards to physical conditions, issues and opportunities. The entirety of the Versailles Road Corridor has previously been extensively assessed and evaluated for landscape enhancements by the CARMAN office in conjunction with previous studies and plans. This alone will allow the CARMAN team to advance the design concepts and ideas upon initiation of the project. The evaluations and assessments will consist of:

- Boots on the Ground observations to assess rock and soil conditions, sight distances and sight lines, vehicular speeds and focal points that provide opportunities for landscape enhancements that will gain the most attention. Actual soil samples will be taken and provided to the University of Kentucky for nutrient evaluations;
- Photographic Assessments that fully document the corridor conditions along the corridor and adjacent to the corridor as these conditions will influence design decisions and key locations for landscape enhancements;
- Visual Impact Assessment that determines constraints and opportunities for landscape visibility so that landscape enhancements will have the most impact to corridor users.

These assessments and observations will become tools for the design process.



PROJECT APPROACH & METHODOLOGY

Narrative



Landscape Enhancements – Concepts and Plans

In conjunction with the program evaluation that becomes an outcome of stakeholder meetings, the CARMAN office will begin establishing a “branded” approach to the corridor landscape enhancements. This approach will create:

- **Consistency** in landscape patterns and materials
- **Recognizable** landscape materials that are contextual to Fayette County and Central Kentucky
- Landscape themes that are **Predictable and Repeatable** that becomes a signature landscape treatment
- Utilization of **Breeders Cup Imagery** in conjunction and integrated with plant materials along the corridor.

This approach insures integration of thematic elements with contextual landscape elements and can also become part of a wayfinding system that may be implemented for the 2015 Breeders Cup event.

The CARMAN office will prepare design concepts for the corridor landscape enhancements that will be informed by program, physical evaluations, “branded” schemes and cost parameters that have been established for the project. These concepts will be reviewed with the Project Committee and other stakeholders for input and reactions. The input received from stakeholders will help to inform final design decisions and preparation of final landscape plans that can be used to obtain competitive bidding.

Plant materials that will be considered will be contextual to Central Kentucky and strong consideration will be in the seasonality of the plant materials particularly for Fall colors during October whether it be trees or perennials that may become part of the landscape them along the corridors. Initial assessments during the design process will include an evaluation of available plant materials that can be planted in late Summer and early Fall of 2015. Plant material availability will be critical in the implementation of a desired scheme for each corridor.

CARMAN agrees with the general project phasing that is summarized in the RFP and feels the budgeting, cost estimating, prioritizations and phasing to be most critical in the process. Should the process need to consider additional steps or priorities based on assessments and programming, these will be revealed during the concept development phase. Additionally, CARMAN agrees with and will comply with the Schedule and Schedule tasks that are described in the RFP. These tasks will become a part of the scope of work and integrated with the overall approach utilized by the CARMAN office.

CARMAN’s track record with corridor projects is outstanding and demonstrates their commitment to schedules and deadlines. Examples of critical deadline projects previously performed by the CARMAN office include:

- 2nd Street Streetscape – Louisville, Kentucky
- 4th Street Right of Way Improvements – Lexington, Kentucky

References for these projects are included in this submittal.

Work previously performed and completed on the Versailles Road Corridor places CARMAN in a position to further expedite and maintain the aggressive schedule for the project. All work will be performed by the CARMAN staff that insures control of schedules and staff performance for the Breeders Cup Beautification Project. The CARMAN workload will allow the listed team in the Organizational Chart to dedicate necessary resources to the project. The CARMAN office is in very close proximity to each corridor area and the LFUCG offices being located on Old Vine Street in downtown Lexington. CARMAN will have the Versailles Road Corridor Study completed by the end of January and will allow Ivy Clinton, the Project Manager to continue with the Breeders Cup Beautification Project.





Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

PROPOSED DEGREE OF LOCAL EMPLOYMENT

PROPOSED DEGREE OF LOCAL EMPLOYMENT
Narrative



The CARMAN, Lexington office, will be performing the entirety of landscape architectural and civil engineering services for the Breeders Cup Beautification project. CARMAN will not have a need to employ other consultants from out of town or out of state for this project. In addition to the design work associated for this project, construction administration services will also be provided by the Lexington staff.





Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

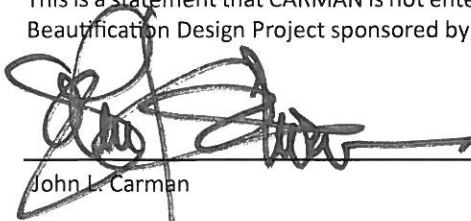
CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST STATEMENT
Narrative



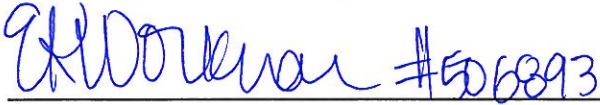
The office of CARMAN states that it does not have any relationship (financial or through kinship) to any person relative to the Corridors Breeders Cup Beautification Design Project sponsored by the Lexington-Fayette Urban County Government.

This is a statement that CARMAN is not entering into any agreement or collusion with any person relative to the Corridors Breeders Cup Beautification Design Project sponsored by the Lexington-Fayette Urban County Government.



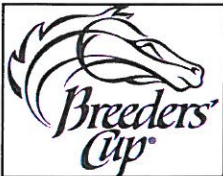
John L. Carman

Notarized on the 20th of January 2015.



Elizabeth K. Workman

Notary Seal:





Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

ADDITIONAL RELEVANT INFORMATION

ADDITIONAL RELEVANT INFORMATION



EXCERPT FROM CARMAN EMPLOYEE HANDBOOK

CARMAN's Equal Employment Opportunity

I. Employment Relationship

Either the Company or employee may terminate employment at any time for any reason, or no reason. Employment with the Company is terminable at-will under Kentucky law.
Equal Employment Opportunity

The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, status as a smoker or non-smoker or any other characteristic protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Sexual and Other Unlawful Harassment

The Company believes that all employees have a right to work in a discrimination-free environment, including freedom from sexual and other types of harassment based on race, religion, national origin, age, disability and any other trait or characteristic protected by law. Harassment is a form of misconduct which interferes with work and wrongfully deprives employees of the opportunity to work in an enjoyable and productive environment. Whether harassment is committed by Company employees or by non-employees, it is prohibited by the Company.

Sexual harassment is defined as any unwelcome advances, request for sexual favors or any verbal or physical conduct of a sex-based nature where: (1) submission to such conduct is made a term or condition of an individual's employment, (2) an employment decision is based on an individual's acceptance or rejection of such conduct, or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Examples of sexual harassment are listed as follows but are not all inclusive:

Sexual molestation; intentional physical conduct of a sexual nature, such as touching, pinching, grabbing, brushing against another employee's body; unwanted sexual advances such as sexually-oriented gestures, jokes, noises, remarks, etc., engaging in sexual activity, subjecting an employee to unwelcome sexual conduct which makes such employee's job more difficult to perform, sexual displays or publications such as pictures, posters, calendars, reading materials, etc., that are sexually suggestive or demeaning.

Employees engaging in sexual or other types of harassment will be appropriately disciplined, up to and including discharge. Specific disciplinary actions shall depend upon the nature and/or severity of the misconduct involved, as well as the existence of prior misconduct or warnings.

Employees with a complaint of harassment, a concern, or a question, should discuss the matter thoroughly with the Company Principal. All such charges will be treated as confidential as possible and will be promptly investigated, and no retaliatory measure will be taken against the complaining employee or witnesses.

The Company is committed to vigorously enforcing its Harassment Policy at all levels of the company, and where all company business takes place – on or offsite.

Cooperation with Investigations and Searches

The Company requires all employees to cooperate fully and, when requested, to participate in Company investigations. This includes but is not limited to being totally honest and forthright when responding to Company inquiries, as well as completing documents and statements requested by the Company. The Company may also conduct searches of the workplace and employees, including searches of persons, property, and personal containers.

Weapons Policy

The company prohibits the unlawful possession of a weapon in or on Company property.

Substance Abuse

To help maintain a healthy and safe workplace, no Company employee shall have alcohol or illegal drugs in his system while at work, nor is an employee to have improperly used prescription drugs in his system while at work. The Company also prohibits the possession or attempted use of illegal drugs or alcohol and the actual or attempted sale or transfer of illegal drugs, prescription drugs or alcohol on Company premises or while on duty.

The Company recognizes that an employee may lawfully use certain prescription drugs. However, some drugs, even if used in a manner



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

ADDITIONAL RELEVANT INFORMATION

ADDITIONAL RELEVANT INFORMATION



The Company also recognizes that sometimes individuals with substance abuse problems enroll in drug/alcohol treatment programs. The Company encourages individuals with substance abuse problems to seek treatment. However, enrollment in a treatment program will not excuse a violation of this policy or any other work rule. Any violation of this policy will result in discipline, including termination of employment.

To enforce this policy and to help maintain a safe and healthy workplace, the Company reserves the right to conduct drug tests on a reasonable suspicion, post-accident, periodic, random, or other basis. The Company reserves the right to conduct alcohol tests on a reasonable suspicion, post-accident, or on any other basis permitted by law. Such tests may involve providing breath, urine, blood or hair samples. Submission to and full cooperation with the Company and its agents in connection with these tests is a condition of employment, a violation of which will result in discipline, including termination of employment.

Workplace Audio and Videotape Recording

Employees are prohibited from recording the statements and actions of other Company employees by electronic means, including but not limited to audio taping and videotaping. This prohibition does not apply to recordings which are specifically authorized by the President of the Company.



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

ADDITIONAL RELEVANT INFORMATION



Breeders' Cup[®]



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

Narrative



Lump Sum Pricing includes 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 costs/salaries, FICA, sick and vacation days, etc.) equipment, materials, profit, and all other costs used on the job.

Unit Pricing includes all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative costs/salaries, FICA, sick and vacation, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs associated with the project.

The Fee Schedule complies with the break-down listed in RFP #69-2014.



FINANCIAL PROPOSAL
Pricing



LUMP SUM PRICING

Meetings	\$9,300.00
Site Investigation, Analysis, and Selection	\$4,500.00
Develop Individual Zone Plant Themes	\$4,000.00
Phase 1 Design	\$5,700.00
Phase 2 Design	\$5,700.00
Phase 3 Design	\$5,700.00
Phase 4 Design	\$5,700.00

UNIT PRICING

Soil Sampling		\$20/Sample	
Bidding and Construction Assistance			
John L. Carman	\$140/2 HR		\$280.00 TOTAL
Ivy Clinton	\$75/8 HR		\$600.00 TOTAL
Unit Cost for Bidding and Construction Assistance			\$880.00/planting area

ADJUSTED PRICING

John L. Carman, Principal and Landscape Architect, \$140/HR
Ivy Clinton, Associate and Landscape Architect, \$75/HR
Wes Turley, Associate and Civil Engineer, \$100/HR
Chad Riddle, Intern Landscape Architect and Intern Arborist, \$70/HR





Breeders'



#69-2014 CORRIDORS BREEDERS CUP BEAUTIFICATION DESIGN PROJECT

FORMS

AFFIDAVIT

Comes the Affiant, John L. Carman, and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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


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

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth K. Workman on this the 16 day of January, 2015

My Commission expires: 03/04/2018



NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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:

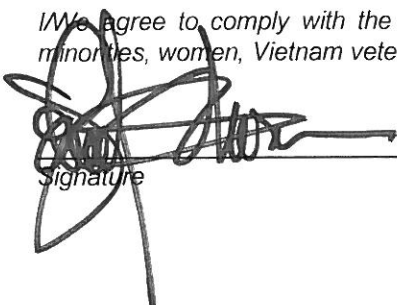
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

CARMAN

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: CARMAN

Date: 01 / 16 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2		2								2
Professionals	10	7	3							7	3
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:	12	7	5							7	5

Prepared by: John L. Carman, Senior Principal & Owner

Name & Title



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 69-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	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.

CARMAN
 Company

01/16/2015
 Date

John L. Carman
 Company Representative

Senior Principal & Owner
 Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 69-2014

The substituted MWDBE 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.

CARMAN
 Company

01/16/2015
 Date

John L. Carman
 Company Representative

Senior Principal & Owner
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 69-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name CARMAN	Contact Person John L. Carman
Address/Phone/Email 310 Old Vine Street, Suite 200 Lexington, KY 40507 859.254.9803, jcarman@carmansite.com	Bid Package / Bid Date 69-2014 / 01/20/2015

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

(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.

CARMAN
Company

John L. Carman
Company Representative

1/16/2015
Date

Senior Principal & Owner
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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 # 69-2014

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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.

CARMAN

Company
 1/16/2015

Date

John L. Carman

Company Representative
 Senior Principal & Owner

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 69-2014

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 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 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 of subcontracting opportunities


_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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.

CARMAN

John L. Carman

Company

Company Representative

1/16/2015

Senior Principal & Owner

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, 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.

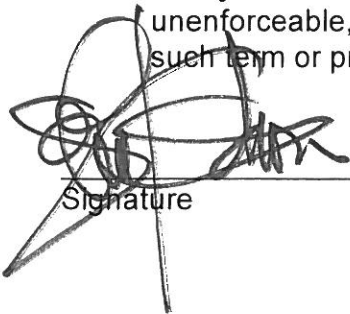
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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.



Signature

1/16/2015

Date