

**Request for Proposals** 

# PAM MILLER DOWNTOWN ARTS CENTER RENOVATION FLOOR 3 & CAFE

Lexington-Fayette Urban County Government October 3, 2022

2414 Palumbo Drive, Suite 125, Lexington, KY 40509 | 859.368.9712 | www.integrityarch.com

October 3, 2022



Sondra Stone 200 East Main Street Lexington, KY 40507

Re: Request for Proposals for Architectural Design Services - Pam Miller Downtown Arts Center Renovation - Floor 3 & Cafe

Dear Ms. Stone and members of the selection committee,

integrity Architecture (iA) is different. Our approach to architecture extends beyond promises of great service, affordable buildings, and rapid delivery. In addition to those crucial project needs, we take design a step further by infusing more into our work and, more importantly, into our relationship with our clients. After all, it's not good design or healthy budgets that make great projects - great relationships make great projects.

We deliberately pursue projects that we can be passionate about. Would your team or artists create such stunning pieces or display such breath-taking performances if they were not passionate about what they did? We are submitting for this project because we truly feel a connection to the meaning behind it and are genuinely excited by the opportunity to transform these two spaces - one of which has been waiting for this moment for more than twenty years - into unique yet cohesive pieces of your building and your mission.

In addition to this passion, we understand that great designs are useless unless they are supported by quality construction documents, proactive project management, and constant communication with the Owner and contractors. We have the experience, talent, and capacity to bring this project to life in a manner that meets your timelines and budgets, aligns with the Arts Center's overarching design aesthetics, respects the fact that your programs and services need to remain operational during construction, and - above all - exceeds your expectations.

integrity Architecture is uniquely qualified, both as an architectural design firm and as a design team-leader, to assist you with this exciting renovation project. We understand that responsiveness is key to successful projects which is why your Project Manager, Josh Gilpin, picks up the phone every time he's called. Additionally, we will communicate with the entire project team weekly, if not daily, to ensure your project runs smoothly.

We will be on site as often as necessary, because we're dedicated to working alongside you. More importantly, we look forward to developing a relationship with your team as we work together to bring this project to life.

Respectfully Submitted,

Joe Rasnick, AIA Principal, Co-Founder



integrity ARCHITECTURE 2414 Palumbo Drive, Suite 125 Lexington, Kentucky 40509 P: 859.368.9712 E: info@integrityarch.com W: integrityarch.com

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## COMPANY INFORMATION

## **COMPANY HISTORY**

integrity Architecture was founded in 2011 on a simple concept: be a firm driven by principles, not principals.

## "We had an idea that we wanted the firm to be more about a philosophy, not our last names being on the door, but an idea that was integrity."

#### - Joey Nolasco, AIA, CID Managing Principal, Co-Founder

Our name is a constant reminder to hold ourselves accountable. Whether it's working with a client to bring their vision to life, collaborating with consultants to find exciting solutions, or supporting our staff with whatever they need.

We believe that **TRANSPARENCY** with our clients builds trust; trust builds relationships, and those relationships build projects.

We believe **QUALITY** should be the standard and not the exception. We believe **COMMUNICATION** is key, and efficiency depends on it.

We believe in **DELIVERY** – we don't make promises we can't keep. Above all, we believe in working with **HONESTY** and **PASSION**.

## **KEY MANAGEMENT MEMBERS**

Lead by principals Joey Nolasco and Joe Rasnick, the integrity Architecture team has designed more than 6.2 million square feet in just ten years.

Fueled by their passion for architectural design and providing unparalleled customer service to their clients, the iA team has quickly and successfully grown integrity Architecture into one of the most trusted firms in Kentucky.

Our principals are actively involved in each of our projects, serving the project managers and the clients simultaneously. This collaborative approach ensures every project receives the highest quality of service and dedication possible.

## **MAJOR ACCOMPLISHMENTS**

Our clients are our accomplishments. When a client returns because they simply enjoy working with us *- that* is more powerful than any scope of project. iA

has grown so rapidly as a firm and a team because of clients who trust us with their vision, community, and budget time and time again.

Our repeat clients include organizations such as the Hope Center, Red Mile Entertainment, the University of Pikeville, the Kentucky River Foothills Development Council, the Knott County Board of Education, the Jackson County Board of Education, Breakout Games, Activate Games, and many many more.

We also recognize our responsibility to give back to the communities we serve. We donate to organizations including, but not limited to, the Hope Center, the Lexington Humane Society, Itty Bitty Kitten Rescue, God's Outreach, the Workforce Pathway at Kit Carson Commons, and various school districts.

But sometimes a community needs more than financial aid. As a team, we rushed to aid communities affected by the December 2021 tornadoes that tore through western Kentucky and the recent eastern Kentucky floods. We gather to serve the hungry, distribute muchneeded supplies, or shop for kids in need.

We're lucky to have a talented staff that always jumps at the opportunity to help others as well as each other.

In short, our major accomplishments are our people - our clients, our communities, and our team.





Firm celebrates 10-year anniversary with 'tin-can' drive for food bank

## **YOUR PROJECT + iA**

As you dive into our past experience, you'll see that we don't conform to project typologies. Our clients represent a variety of markets ranging from entertainment, retail, and commercial to judicial, education, and healthcare.

Behind each project, regardless of what "type" of project it may be, is a story waiting to be told. This Pam Miller Downtown Arts Center project has been waiting more than 20 years to have its story written. We would be honored to play a role in writing it.

## **PENDING LITIGATIONS**

integrity Architecture has no pending litigations.

## TRACKING CUSTOMER SATISFACTION

At integrity Architecture, our goal is not to build projects, but to build meaningful relationships with our clients. A successful Client/Architect relationship is what leads to successful work.

As part of the design process, our clients are sent a "Post-Design Survey". This intent of this form is for us to better understand why the client hired iA, what was most successful about the design process and what could be improved about the experience of the design process.

We ask these questions prior to construction in an effort to separate the two phases of project development. We find that design and construction, while two essential aspects of the project, need to be approached by the design team in different ways.

## **CONTINUING EDUCATION / PROFESSIONAL TRAINING**

We take professional and personal development seriously. Within our firm, we encourage and track each staff member's progress in development.

After someone gets involved in a program, takes a seminar, or donates their time, they provide a brief presentation to the rest of our staff to explain what they learned from the process – thereby imparting that knowledge on to the rest of us.

iA+ is a program we developed to encourage and track the improvement and advancement of our skills and trade. Twice a year, each staff member's performance is assessed in certain categories. The goal is not to point out mistakes – but rather to identify the potential for improvement and recognize achievements and hard work.

## QUALITY CONTROL / QUALITY ASSURANCE

We have two basic concepts for Quality Control: The 50/90 approach and the Red Line/Blue Line check set concept. The 50/90 approach to document coordination represents the minimum check performed by our office for each discipline's documents.

At 50% and 90% complete for each phase, staff and consultants submit current design documents to iA management for review. Depending on project scope, scale, and complexity, more checks may be necessary.

The second component of our QC is the Red Line / Blue Line check set concept. At the same intervals described above, the design documents submitted for QC checks are given a second review. While "red line" checks are focused on technical details and constructability, as with traditional check sets, the "blue line" checks are more subjective in nature.

### The purpose of the blue line check is to ensure that the overall goals of the project are still being met and that the aesthetics are not being lost as details evolve.

QC efforts are managed by iA Principal and your Principal-In-Charge, Joey Nolasco.As Principal-in-Charge, he will maintain a point of contact with the Owner and will maintain continually involvement through all phases of the project.

## **EMPLOYEE INFORMATION**

Current Number of Employees: 10 Principals: 2 Project Managers: 3 Project Support: 3 Marketing & Administration: 2

## **CONFLICT OF INTEREST**

To the best of our knowledge, we do not possess any conflicts of interest as it relates to this Pam Miller Downtown Arts Center Renovation project.

· <b>b</b> +	KNOWLEDGE	QUALITY	COMMUNICATION	INTEGRITY			
"pursue the plus"	Drawings & Production, Learning & Advancement, Software	Design, Drawings, Cleanliness of Material, Time Management	w/Clients, w/Peers, Organization, Documentation	Honesty, Attitude, Representation, Message			
Ο	o/=	=	=/+	+			
Below Expectation		Meets Expectation		Exceeds Expectation			

## TEAM QUALIFICATIONS

## FIRM QUALIFICATIONS & CAPACITY

In the following pages, you will meet our project team and review a selection of our project experience. We have provided resumes and project examples that we feel address key attributes to your projects.

From the delicate consideration that needs to be placed on preserving the architectural integrity of a historic building, like our Historic Rose Hill Renovation & Addition project, to the flexibility and audio concerns that align with the design of multi-use event/conference space, like our Community Financial Services Bank project, we have proven success with all the design intricacies your project requires.

For a broader scope of our past projects and ability, we encourage you to visit our website <u>here</u>.

All architectural, engineering and interior design services for your project will be completed by team members located Lexington, Kentucky. Additionally, our entire team has the necessary availability and capacity to commit to this project.

## **ACOUSTICAL CONSULTANT**

We understand that there are some serious acoustical and noise control concerns that will accompany this project. That is why we have selected a highly experienced acoustical consultant, Mr. Richard Lemker, owner of Spectra Tech, Ltd, who you will get to know in the following pages.

## RELIABILITY

Joey Nolasco, your Principal-In-Charge, Josh Gilpin your Project manager, and Joe Rasnick, your Director of Design, will be available to you and all project consultants throughout each phase of the project.

We understand that responsiveness is key to a successful project which is why we pick up the phone every time we're called. Our team will also be on site as often as needed to ensure your project progresses without delay.

## **DESIGN TEAM**

## Pam Miller Downtown Arts Center

Project Team

## <u>ARCHITECTURE</u>

integrity Architecture, PLLC. Architectural Services

> Joey Nolasco, AIA, CID Principal-In-Charge

> > Josh Gilpin, AIA Project Manager

Joe Rasnick, AIA Director of Design

## ENGINEERING

E-Tech Consultants Mechanical, Electrical, Plumbing Services

> William Grant Wilson, PE Principal

Poage Engineers & Associates, Inc. Structural Engineering Services

> Chris Kelly, PE Principal

Brian Scott, PE Structural Engineer of Record

## ENHANCED SERVICES

**Design Link** Interior Design Services

Ann-Alan Callahan, NCIDQ Interior Designer

**Spectra Tech, Ltd.** Acoustical Consultant

**Richard "Rick" Lemker** Acoustics, Sound, Noise and Vibration Control Design Specialist



**PROJECT ROLE** Principal-In-Charge

### **PROFESSIONAL REGISTRATION**

AIA | Kentucky, 6689; West Virginia, 4541; Tennessee, 106904

#### **EDUCATION**

B.Arch. | University of Kentucky

## **PROFESSIONAL ORGANIZATION**

AIA |American Institute of Architects; NCARB | National Council of Architecture Registration Boards; CAAK | Code Administrators Association of Kentucky; BCTC Architectural Advisory Board

## JOEY NOLASCO, AIA, CID

Principal-In-Charge

### ABOUT

Joey Nolasco has an extensive background spanning more than 20 years. During this time, he has been entrusted with managing **hundreds** of millions of dollars in construction costs. As Principal-in-Charge for your project, he will oversee coordination of all project team members, managing quality control efforts, and ensuring the firm's commitments are met. Nolasco's attention to detail, communication skills, and coordination capabilities have proven to exceed client expectations, resulting in a history of successful projects and repeat clients.

## **RELEVANT PROJECT EXPERIENCE**

301 East Vine Renovation 301 East Vine | Lexington, KY

Historic Rose Hill Renovation & Addition Private Client | Lexington, KY

Jameson Recital Hall Renovation Asbury University | Wilmore, KY

Floyd County Public Library Eastern Branch Floyd County Public Library | Floyd County, KY

Lexington Police Canine Facility LFUCG | Lexington, KY

University of Pikeville Elliott School of Nursing Renovation University of Pikeville | Pikeville, KY

Malone's Louisville Renovation Malone's | Louisville, KY

Hindman Elementary School Addition & Renovation Knott County Board of Education | Hindman, KY

Don Ball Campus Center The Hope Center | Lexington, KY

Churchill Downs Backside Developments Churchill Downs | Louisville, KY

Red Mile Entertainment Center Red Mile Gaming | Lexington, KY

Woodhill Community Center MAP Group | Lexington, KY

University of Pikeville Master Planning University of Pikeville | Pikeville, KY

AppHarvest Corporate Offices AppHarvest | Morehead, KY

Alliance Coal Headquarters Alliance Coal | Lexington, KY



**PROJECT ROLE** Project Manager

PROFESSIONAL REGISTRATION AIA | Kentucky, 7674

**EDUCATION** M.Arch | University of Kentucky

## **PROFESSIONAL ORGANIZATION**

AIA | American Institute of Architects

\*Work completed while employed by another firm.

Josh developed a passion for the arts at a young age. To this day, he finds ways to stay involved with the arts community.

One of his favorite contributions has been his creation of the Aslan puppet featured in the Gloria Deo production of **The Lion, The Witch & The Wardrobe Ballet** performed at the University of Kentucky Singletary Center for the Arts each year.

Josh is excited for the opportunity to work with the Downtown Arts Center on this project to continue serving the community he loves.

## JOSH GILPIN, AIA

Project Manager

## ABOUT

Josh Gilpin has worked in the architectural industry for more than 10 years. Josh offers a fine-tuned design and rendering skillset that transforms architectural narratives into three-dimensional vision packages. This skillset provides clients with an in-depth design experience. With the use of iA's VR technology, clients can see and virtually walk through their project space before construction begins.

## **RELEVANT PROJECT EXPERIENCE**

Eula Hall Health Center Big Sandy Health Care | Prestonsburg, KY

Lexington Community Center Lexington Community Land Trust | Lexington, KY

KRFDC Transit Center Kentucky River Foothills Development Council | Richmond, KY

Bear Mountain Athletic Complex - Schematic Design University of Pikeville | Pikeville, KY

University of Pikeville Pedestrian Bridge University of Pikeville | Pikeville, KY

Kentucky International Convention Center Renovation & Addition\* Louisville, KY

Lexington Senior Center (Art & Dance Studios)\* Division of Aging and Disability Services | Lexington, KY

Rupp Arena Renovation & Expansion\* Rupp Arena | Lexington, KY

Lexington Convention Center Renovation & Expansion\* Lexington Community Center | Lexington, KY

High Street YMCA Renovations - Schematic Design\* YMCA | Lexington, KY

Christian Student Fellowship Recreation Center\* YMCA | Lexington, KY

Brenda Cowen Elementary School\* Fayette County Public Schools | Lexington, KY

New City Hall - Herald Leader Building Schematic Design\* City of Lexington | Lexington, KY





**PROJECT ROLE** Director of Design

PROFESSIONAL REGISTRATION AIA | Kentucky | 7801

> **EDUCATION** B.Arch. | Auburn University

### **PROFESSIONAL ORGANIZATION**

AIA |American Institute of Architects; NCARB | National Council of Architecture Registration; AIA MBD | AIA Kentucky Mentorship by Design Program; ACEBG | ACE of the Bluegrass Mentor

## **JOE RASNICK, AIA**

Director of Design

## ABOUT

Joe Rasnick has been managing design operations in the architectural profession for more than a decade. Immediately upon graduation from Auburn University, Rasnick focused his career on the design process – particularly in the earliest phases of projects. As Principal and Co-Founder of integrity Architecture, he serves primarily as Director of Design for most of the firm's projects and assists in quality control efforts.

## **RELEVANT PROJECT EXPERIENCE**

301 East Vine Renovation 301 East Vine | Lexington, KY

Historic Rose Hill Renovation & Addition Private Client | Lexington, KY

Jameson Recital Hall Renovation Asbury University | Wilmore, KY

Floyd County Public Library Eastern Branch Floyd County Public Library | Floyd County, KY

Lexington Police Canine Facility LFUCG | Lexington, KY

University of Pikeville Elliott School of Nursing Renovation University of Pikeville | Pikeville, KY

Malone's Louisville Renovation Malone's | Louisville, KY

Madison County Courthouse Renovation Madison County Fiscal Court | Richmond, KY

Hindman Elementary School Addition & Renovation Knott County Board of Education | Hindman, KY

Don Ball Campus Center The Hope Center | Lexington, KY

Woodhill Community Center MAP Group | Lexington, KY

The Red Mile Entertainment Center Red Mile | Lexington, KY

Mountaintop Outdoor Company Ross Harris Group | Pikeville, KY

Madison County Veterans Memorial Madison County | Richmond, KY

Alliance Coal Headquarters Alliance Coal | Lexington, KY

Churchill Downs Backside Developments Churchill Downs | Louisville, KY

AppHarvest Corporate Offices AppHarvest | Morehead, KY

## William Grant Wilson, P.E.

Principal Engineer E-Tech Consultants, PLLC 378 Park Avenue Lexington, KY 40502

#### **PROFESSIONAL LICENSURE:**

Professional Engineer	Indiana-1000112
Professional Engineer	Kentucky-17178
Professional Engineer	Ohio-E62973
Professional Engineer	Tennessee-107591
Professional Engineer	West Virginia-14977

#### EDUCATIONAL AND COLLEGIATE ACHIEVEMENTS:

Undergraduate Degree:	Bachelor of Science, Engineering University of Kentucky, ABET Accredited
Advanced Degree:	Master of Business Administration University of Kentucky
Collegiate Organizations and	d Achievements: Graduated Cum Laude Tau Beta Pi, National Engineering Honor Society Eta Kappa Nu, National Engineering Honor Society University of KY Alumni Association, Life Member University of KY Engineering Alumni Association University of KY Engineering Alumni Board of Director

### ENGINEERING ACHIEVEMENTS & PROFESSIONAL EXPERIENCE:

Principal and founding member of E-Tech Consultants, PLLC, a consulting engineering company, founded in 1997, specializing in the design of mechanical and electrical systems. Accountability for all activities of the firm, including client development, marketing, engineering design, system specifications, project management, cost estimation, construction budget preparation, life cycle engineering cost analysis, cost tracking, quality control, construction observation, site inspection, and professional development.

University of KY Dean's List (multiple semesters)

The KSPE Young Engineer of the Year The KSPE Achievement in Industry Award IEEE Senior Member KSPE President's Award for Distinguished Service Finalist for The KSPE Achievement in Industry Award American Society of Heating Refrigerating and Air-Conditioning Engineers, member Institute of Electrical and Electronics Engineers (IEEE) Section, various leadership roles American Institute of Architects (AIA), Allied Member, Member Board of Director



Poage Engineers and Associates has been the Structural Engineer of record on numerous projects for a variety of clients, including commercial, private sector, and government agencies at all levels of government. Projects that range in size and types of structures.

Most notably, Poage Engineers & Associates was the Structural Engineer of record for the restoration and added new construction on the Embry-Lowenthal building, which created the Downtown Art's Center.



#### EXPERIENCE

Christopher Kelly is the President and one of the partners in the firm. He serves as Project Engineer and/or Engineer-of-Record on projects within the firm. Mr. Kelly has been with the firm on a full-time basis since 1987. Before working with this firm, Mr. Kelly worked for his father's construction company in all aspects of construction, from laborer to project manager and estimator

His experience gained while working at Poage Engineers, coupled with his background in construction, has enabled him to propose sound, economical building designs throughout his career.

Mr. Kelly has assisted or been responsible for the structural design of over \$950 million in construction costs with Poage Engineers.

Education University of Kentucky

Bachelor of Science in Civil Engineering (emphasis on Structures) – 1987

Professional Organizations Structural Engineers Association of Kentucky (past president) American Concrete Institute American Society of Civil Engineers

Registration Kentucky #17615 Indiana #19800121 Alabama #25498 New York #080312 U.S. Virgin Islands #737-PE

#### RELEVANT EXPERIENCE

Somerset High School – 1910 Building Renovation

Somerset, Kentucky

Mr. Kelly was the project engineer for the design of the structure on the \$2.28 million renovation project. This project consisted of the complete gutting and re-alignment of the floor to floor elevations to accommodate the new school design requirements. This work required an extensive study of the existing building to help evaluate the existing structure as no plans were available.

North Point Training Center Exterior facade restoration & envelope stabilization Burgin, Kentucky

Kentucky State Reformatory Tower Stabilization La Grange, Kentucky

University of Kentucky Administration Building Renovation Lexington, Kentucky

University Building & Crabbe Library Renovation & Stabilization Eastern Kentucky University Richmond, Kentucky

Rehabilitate Clark County Courthouse Bell Tower - Winchester, Kentucky

Rehabilitation of Old Federal Bldg. KSU Frankfort, Kentucky

Jenny Wiley State Resort Park Lodge Renovation - Prestonsburg, Kentucky

**Downtown Arts Center** Lexington, Kentucky

Bell Breezing House Lexington, Kentucky

Pope House Renovation Lexington, Kentucky Henry Clay House Lexington, Kentucky

Lexington Children's Theater Lexington, Kentucky

Lexington Opera House Lexington, Kentucky

Victorian Square Lexington, Kentucky

Gratz Park Inn Lexington, Kentucky

Hunt-Morgan Carriage House Lexington, Kentucky

Henry Clay Home – Exterior Restoration Lexington, Kentucky

The Nunn Building Addition & Renovation Lexington, Kentucky

Morton House Renovation Lexington, Kentucky

Loudon House Renovation Lexington, Kentucky

**Civic Center Heritage Hall Expansion** Lexington, Kentucky

Historic Scott County Jail Renovation Georgetown, Kentucky

Living Arts and Science Center Renovation Lexington, Kentucky

**New Fayette County High School** (Under Construction) - Lexington, KY

Old Centre College Building Renovation Danville, Kentucky

Old Whitesburg High School Study Whitesburg, Kentucky

ARH Medical Office Building Whitesburg, Kentucky



#### EXPERIENCE

Brian Scott is the Vice President and one of the partners in the firm. He serves as the Engineer of Record. Project Manager. and Principal in Charge depending on the project and/or client. Mr. Scott has over 20 years of experience in the field of engineering and has been with the firm since 1994. While at the firm, Mr. Scott has gained valuable engineering and problem-solving skills some of which include: one of the first Progressive Collapse Analyses in the State of Kentucky, FEMA 361 Storm Shelter Design, Finite Element Analysis of Manufacturing Conveying Equipment, Forensic Studies, and Fall Protection/Fall Prevention Studies. Mr. Scott has produced proficient engineering designs in virtually every construction material and project scale ranging from small renovations to several hundred thousand square feet projects. In addition to his engineering skills, Mr. Scott is well versed in construction administration and has experienced a good working relationship with both clients and contractors which has allowed him to produce successful projects.

#### EDUCATION

-University of Kentucky Bachelor of Science in Civil Engineering -1994 Master of Science in Civil Engineering - 1998

#### PROFESSIONAL ORGANIZATIONS

Structural Engineers Association of Kentucky

#### REGISTRATION

- Kentucky # 21768
- Ohio # 73009
- Virginia # 044864 - West Virginia # 17705
- Tennessee # 112249
- North Carolina # 034571
- South Carolina # 26644
- Texas # 102843
- Arkansas # 16612
- Georgia # 037244
- Florida # 81504

#### **RELEVANT EXPERIENCE**

#### Lyric Theater Addition / Renovation Lexington, Kentucky

Mr. Scott served as the project engineer as well as the engineer-of-record for this project. The project consisted of approximately 29,000 ft<sup>2</sup> with a cost of \$5.7 million. This project could be divided up into two buildings, a two-story addition, and a renovation of the existing theater. Mr. Scott was responsible for the management and the production of the construction documents and will handle the construction administration. The building was designed around and received LEED Gold Certification from the USGBC.

### University of Kentucky Administration Building Renovation

#### Lexington, Kentucky

Mr. Scott served as a design engineer for the multiple aspects of the project. The project consisted of an approximate 43,000 sf<sup>2</sup> for an approximate total cost of \$12.9 million. Since only the exterior walls remained after the construction began, the four new floors were constructed using steel beams with a new concrete floor deck.

## The Grande Theater Renovation

Frankfort, Kentucky

#### Allice Lloyd College of Business Pippa Passes, Kentucky

Robertson County Courthouse Renovation Mount Olivet, Kentucky

The Nunn Building Addition / Renovation Lexington, Kentucky

## Jackson County (WV) Courthouse Renovation

Ripley, West Virginia

### Frankfort High School Renovation

(Structural assessment of existing gym for new media center) Frankfort, Kentucky

## Brian D. Scott, PE Engineer of Record

## Somerset High School – 1910 Building Renovation

(conversion of old Auditorium and three-story classroom building into new media center and taller two-story classroom space) Somerset, Kentucky

## James A. Caywood High School Gym Dome

(Complete structural assessment & roof stabilization design) Harlan, Kentucky

#### Plazaview Development – Esplanade Drive

(conversion of old apartments into office space) Lexington, Kentucky

### Mt. Brilliant Farm – Carriage Barn Conversion

(conversion of old carriage barn into luxury guest lodge) Lexington, Kentucky

#### Knott County High School – Classroom Conversion

(conversion of old pool into two level classroom space) Hindman, Kentucky

#### Sterling Meadows Assisted Living Facility

(conversion of the old Mt. Sterling High School into an assisted living facility) Mt. Sterling, Kentucky

#### Greer Bank Barn Addition/Renovation

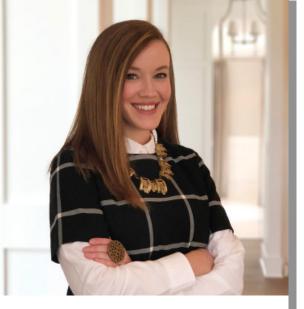
(conversion of an existing bank barn into a multi-level guest quarters and event space) Versailles, Kentucky

#### Buffalo Trace Distillery - Riverside House

(Restoration of the 1792 historical Riverside House) Frankfort, Kentucky

#### Georgetown Presbyterian Church

(1860 Construction - Wall Stabilization) Georgetown, Kentucky



**PROJECT ROLE** Interior Designer

PROFESSIONAL REGISTRATION NCIDQ | 31882

> **EDUCATION** B.A. English | Centre College

B.S. Interior Design | Western Kentucky University

## **PROFESSIONAL ORGANIZATION**

IIDA | International Interior Design Association ASID | American Society of Interior Designers LEED |Leadership in Energy and Environmental Design



## **ANN-ALAN CALLAHAN, NCIDQ**

Interior Designer

Founded in 2007, partners Nancy Elam and her niece, Jessica Cull, set out to create a full service commercial and residential interior design firm. Today Design Link is recognized as a leading resource for quality interior design, known for creating stunning spaces and long-term client relationships. Design Link is certified as a Kentucky Minority and Women-Owned Business Enterprise. Our team of talented designers combines several decades of experience and solid industry relationships.

## **RELEVANT PROJECT EXPERIENCE**

Gatton College of Business & Economics Renovation & Expansion University of Kentucky // Lexington, KY

Joe Craft Football Training Center University of Kentucky // Lexington, KY

Kroger Field Renovation & Expansion University of Kentucky // Lexington, KY

Ogden College Hall Western Kentucky University // Bowling Green, KY

Downing Student Union Renovation & Expansion Western Kentucky University // Bowling Green, KY

Honors College & International Center Western Kentucky University // Bowling Green, KY

Bowling Green High School Bowling Green Independent School District // Bowling Green, KY

Gary A. Ransdell Hall Western Kentucky University // Bowling Green, KY

Craig Alumni Center Renovation Western Kentucky University // Bowling Green, KY

Gatton Academy of Math & Science Expansion Western Kentucky University // Bowling Green, KY

Augenstein Alumni Center Western Kentucky University // Bowling Green, KY

Kendall Hall Renovation Kentucky Wesleyan College // Owensboro, KY

K-Lair University of Kentucky // Lexington, KY

Chili's Western Kentucky University // Bowling Green, KY

Hal Rogers Advanced Technology Center Big Sandy Community & Technical College // Pikeville, KY

West Perry Elementary School Perry County Schools // Hazard, KY

## SPECTRA TECH Into



Mr. Lemker took his first electronics course by mail at the age of 12, and began a career that spans over fifty six years.

As a teenage year, he designed, assembled, and sold sound and lighting equipment to many local bands, and began making live concert recordings. After graduating from high school, Richard worked briefly as a IBEW Union Electrician's Helper. He studied Business Administration at the University of Cincinnati, and was hired as Stage Production Manager for Walpurgis Productions, a local Cincinnati concert and event promoter.

Richard was admitted to the Audio Engineering Society in 1977, providing proof of work experience equivalent to a 4-year engineering degree. In 1986, he founded the independent consulting firm Richard J. Lemker & Associates. As the firm's Lead Consultant, he and his staff provided design and onsite testing services on a wide range of projects including college education and sports facilities, hi-tech high schools, state courtrooms, numerous city council chambers, TV and radio broadcast and production facilities, meeting facilities of varies sizes serving groups

of from 50 to 18,000 people, high end residential condominium developments, complex industrial facilities, sophisticated national security installations, prominent corporate offices, and churches of all faiths.

He has personally developed numerous proprietary design and testing programs and protocols in the fields of acoustics, noise / vibration / impact control, and communication systems design involving hardware and software that are highly respected by his most sophisticated clientele. He successfully completed hundreds of projects ranging from small impact assessments to large renovation and new construction projects.

In 2009, the company's name was changed to Spectra Tech Ltd, in order to more accurately reflect the diverse range of design and testing services available to clients. Richard is a member of numerous online professional groups and stays up-to-date on current practices and new materials applicable to his professional design and onsite testing services.

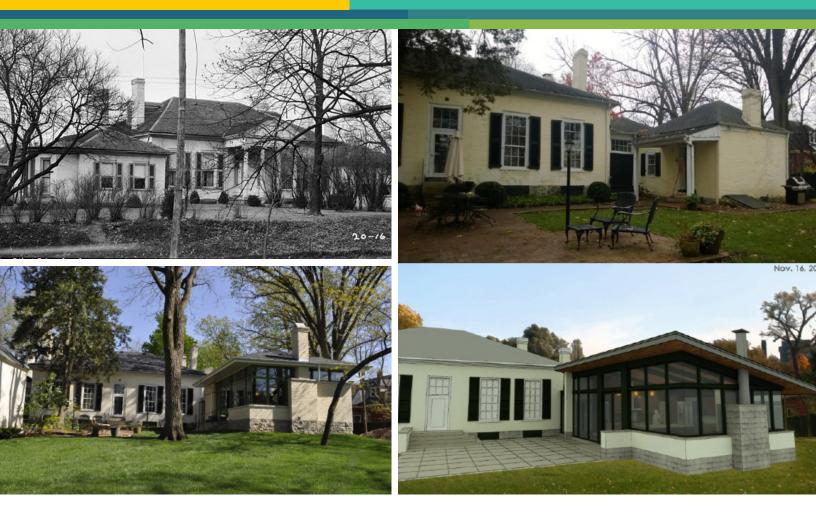
Richard draws on decades of past project experience and hands-on knowledge to guide him in his current service, in the interest of his clients. He has a track record of working as a project team member with client staff to assure that work is implemented in a timely manner and within the project budget estimate. Many of his diverse projects involve specialized "one of a kind," "never been done before" work. Proudly, the majority of his new work comes as a result of referrals from his clients and project team co-members.

I'm writing to offer my firm's services to [integrity Architecture's] proposal for the design of the Pam Miller Downtown Arts Center Renovation project.

As noted above, my firm specializes in acoustics, sound, and noise and vibration control design consultation. I can join your project team and provide unique insight and services.



- Richard Lemker Spectra Tech, Ltd.



## **HISTORIC ROSE HILL RENOVATION & ADDITION**

Private Owner | Lexington, KY

## **PROJECT DESCRIPTION**

The owners of this home quickly fell in love with its robust history and historic styling. However, the building itself, which was constructed in 1812, faced many spatial and structural challenges. Soon after moving into their new home, the homeowners hired integrity Architecture for a two-phase addition and renovation project.

The first phase of the project included a modern 24'x34' addition to house an expanded kitchen and dining area. One of the main goals for the exterior aesthetic of this addition was ensuring the new, more modern addition **complemented the existing structure's design**, **proportions and layout**. **Outward facing walls of the addition visible** from the street were purposefully left blank to not distract from the historic home.

The second phase of the project included renovating the existing master bedroom wing to expand the master suite as well as its en suite bathroom and add a walk-in closet. During the design process, our team created photo-realistic renderings which helped the Historic Preservation Board sign onto the project. We took the Board's recommendations and integrated them into these ever-expanding projects.

## \$700,000 COMPLETED **2019** 2,000 **SQUARE FEET**

### **PROJECT REFERENCE**

Joe Costa 461 N. Limestone Lexington, KY 40508 859.621.7795 joecostaredmile@hotmail.com

COMMUNITY FINANCIAL SERVICES BANK

Community Financial Services Bank | Mayfield, KY

## **PROJECT DESCRIPTION**

Community Financial Services Bank approached our team in 2017 to help them realize a vision for an all-new headquarters that would reflect the quality of their services and the commitment to their clients. Modeled after their original headquarters building, the new facility was given a more modern aesthetic while highlighting the timeless characteristics of their business.

A large portion of the spaces, particularly the upper level, is designed to function as a hub for corporate meetings and community events. Smaller officers and meeting areas encircle a large open event space which opens out onto a second floor balcony.



## \$8,000,000 COMPLETED **2018** 25,000 **SQUARE FEET**

## **PROJECT REFERENCE**

Jason Jones Marshall Co. Market President jasonj@cfsvcs.com 270.527.6024

## JAMESON RECITAL HALL RENOVATION

Asbury University | Wilmore, KY

## **PROJECT DESCRIPTION**

In 2017, Asbury University approached integrity Architecture to renovate their existing recital hall. Working closely with the owner, users and staff, iA reinvented the existing recital hall with acoustic paneling, mobile stage screens, folding & accessible seats, Kalwall window systems, and finishes to elevate the inherent existing beauty in the "bones" of the space.

Our team maximized the client's budget and included a sound booth, vertical platform lift for connection to the rest of the building, and an upgrade to the foyer.

The space was successfully reopened as Jameson Recital Hall and is now a benefit to current and future generations of Asbury University students.

## \$1,000,000 COMPLETED **2018** 5,300 **SQUARE FEET**

## **PROJECT REFERENCE**

Randy Richardson Director of Capital Construction Asbury University 1 Macklem Drive, Wilmore, KY 40390 859.967.4271 AFTER

## FLOYD COUNTY PUBLIC LIBRARY EASTERN BRANCH

Floyd County Public Library | Floyd County, KY

## **PROJECT DESCRIPTION**

Not only did i/A and the design team perform a thorough feasibility study and needs assessment for the Floyd County Library, but also assisted in site selection. Originally, the Owner requested preliminary design and feasibility assessments for two possible project sites. While pleased with the architectural concepts, this process helped the Library understand that the locations would not be appropriate in terms of their long-term needs – so we recommended they keep shopping.

Eventually, an existing building was found in a better location and the third and final feasibility study was performed. The project was ultimately completed on the new site in the fall of 2018. During construction, iA helped the Owners change order a savings of nearly \$100,000 out of the project.

This project is just one example of how our design team prioritizes smart design decisions. Rather than starting from scratch, sometimes a little imagination and properly placed design elements can create a huge impact. BEFORE



## \$1,000,000 COMPLETED **2018** 7,700 **SQUARE FEET**

## **PROJECT REFERENCE**

Jonathan Campbell, Director Floyd County Public Library jcampbell@fclib.org 606.886.2981

## PROJECT APPROACH

## **DESIGN APPROACH**

Below is an outline of our approach to each phase of the design process. These descriptions illustrate how our approach will unearth and address important information, the thoughts, and opinions of the Owner (and the User) and ensure that all bases are covered.



## **ACOUSTICAL CONSIDERATIONS**

Soon after the project design process begins, Rick Lemker will recommend acoustic performance specifications relative to each occupied space.

Having viewed the photos of the existing conditions, some onsite acoustic test may be in order to determine existing conditions. He will work with the project architects and interior designers to achieve the acoustic performance goals. As the building HVAC design takes shape, Rick will review the preliminary design to assure that the targeted Noise Criteria levels will be achieved.

The end result will be a finished facility that is acoustically comfortable and optimized for the intended use.

## WORKPLAN

Please note that Deliverables and Services include, but are not limited to the items identified, by phase, in the Request for Proposals.

Our team has reviewed the project schedule, as provided in the RFP, and are confident in our ability to adhere to the proposed timeline with a final completion date as August 15, 2024.

We understand the importance of holding firm to a well-defined project budget. We employ highly skilled thirdparty cost estimators, specifically Robert Pass and Associates, to assist us in the review and development of detailed project construction cost estimates.

Leveraging the expertise of industry professionals allows us to provide you with cost estimates that are based on the most current market trends and analysis.

Cost estimates will be provided at the end of each design phase to ensure we maintain your project budget from the early sketches of Schematic Design through the final punch list of Construction Administration.

## COMMUNICATION + COLLABORATION

Our project leaders consistently maintain project schedules without sacrificing quality, accuracy, or cost-effectiveness. We achieve this through a series of internal quality control reviews, scheduled client approvals, and a proven system of checks and balances. Additionally, iA's studio arrangement allows for a high level of flexibility regarding staff assignment, allowing us to adapt our team to best fit your needs.

Our consultants are selected based on experience, geographic location, efficiency and attention to detail. We review, coordinate and collaborate with our consultants throughout the design and construction process so that efficiency and quality are never compromised.

The selected consultants understand our high expectations for quality and responsive service and are well positioned to provide this for your project from the beginning of the project through project closeout.

Schematic Design (SD)	Design Development (DD)	Construction Documents (CD)	Construction Administration (CA)			
Architectural Services	Architectural Drawings	Construction Documents	Bidding & Negotiation			
Program Analysis	Outline Specifications	Architectural Drawings	Bidding Assistance			
Preliminary Code Compliance	Floor Plans	Civil Drawings	Pre-Bid Conference			
Site Assessment	Roof Plan	MEPFT Drawings	Bid Opening Conference			
Site Plan	Reflective Ceiling Plans	Energy Model	Bid Review & Recommendation			
Floor Plans	Building Elevations	Project Manual	Construction Phase			
Elevations	Building Sections	Additional Materials	Perform On-Site Observations			
Project Cost Analysis	Major Wall Sections	3rd Party Estimate	Field Reports			
3D Model (Exterior)	Limited Schedules	Construction Documents Deliverables	Review of Submittals and Product Data			
3D Renderings	Civil Drawings	2 Full Hardcopy Sets at 98% Submission	Review and Coordination of Documents			
Engineering Services	Site Plan	1 Digital Set at 98% Submission	Coordination of TAB Services			
Preliminary Systems Selection	Site Utilities	Presentation of Submission at Owner Review	Project Close-Out			
Systems Narrative(s)	Preliminary Landscape Plan	Meeting	Meetings as Desired (Bi-Weekly)			
Additional Services	MEPFT Drawings	Meeting Minutes with all Action Items and	Submittal Review (e.g. RFI, CO, Pay App, Et			
3rd Party Cost Estimate	Mechanical Plans	Owner Comments	Maintain Documentation Logs			
Schematic Design Deliverables	Electrical Plans	3 Full Hardcopy Sets with Review Comments	Reporting and Correspondence			
2 Full Hardcopy Sets at 98% Submission	Plumbing Plans	1 Digital Set with Review Comments	Substantial Completion Inspection			
1 Digital Set at 98% Submission	Energy Model & Report		Punch List Review and Walk-Through			
Presentation of Submission at Owner Review	Structural Drawings	-	Record Drawings			
Meeting	Framing Plans		Compilation and Transfer of Warranties			
Meeting Minutes with all Action Items and	Preliminary Foundation Plans		Compilation and Transfer of Materials			
Owner Comments	Additional Materials		Compilation and Transfer of Manuals			
3 Full Hardcopy Sets with Review Comments	Outline Specifications		Equipment Training as Necessary			
1 Digital Set with Review Comments	3rd Party Cost Estimate		Construction Administration Deliverable			
	Value Engineering Services	_	Progress Meetings			
	Design Development Deliverables		Progress Meeting Agenda (digital & hardcop			
	2 Full Hardcopy Sets at 98% Submission	-	Submittal Log (digital & hardcopy)			
	1 Digital Set at 98% Submission	-	RFI Log (digital & hardcopy)			
	Presentation of Submission at Owner Review		ASI Log (digital & hardcopy)			
	Meeting	···	Progress Meeting Minutes (digital copy)			
	Meeting Minutes with all Action Items and	_	Field Observation Report (digital copy)			
	Owner Comments		Additional Items			
	1 Material Sample Board at 98% Submissio	n	Change Order Recommendation (digital cop			
		-	Certificate of Substantial Completion (1 digital co			
	3 Full Hardcopy Sets with Review Comment		copy & 3 hardcopies)			
	1 Digital Set with Review Comments		Punch List (digital copy)			
			Back-Punch List (digital copy)			
			Contractor's Original "As Build" Drawings			
			Project Close Out List (digital copy)			

## REFERENCES

Reference	Address
Jonathan Campbell	Floyd County Public Library
Director	10983 KY-80
606.886.2981	Eastern, KY 41622
Jason Jones Marshall Co. Market President 270.527.6024	Community Financial Services Bank 100 Dick Castleman Bypass Mayfield, KY 42066
Joe Costa, Chief Executive Officer joecostaredmile@hotmail.com 859.255.0752	The Red Mile 1200 Red Mile Road Lexington, KY 40504
Barry Bentley, VP for Finance and Business Affairs barrybentley@upike.edu 606.218.5988	University of Pikeville Administration Bldg, O16C Pikeville, KY
Judge Reagan Taylor	Madison County
Madison Co. Judge Executive	101 W. Main Street
859.624.4700	Richmond, KY 40475
Brent Hoover	Knott County Public Schools
Superintendent	1156 Hindman Bypass
606.438.1925	Hindman, KY 41822
Jeff Crook	The Hope Center
Chief Operating Officer	298 W Loudon Ave
859.619.4821	Lexington, KY 40508
David Harris	USEF Corporate Headquarters
Chief Financial Officer	Wing Commander Way
859.559.8437	Lexington, KY 40511
Scott King	King Pharmacy
Owner	900 Morton Blvd
scott.king@kingpharmacyky.com	Hazard, KY 41701

"I've had the pleasure of knowing the integrity Principals for well over 15 years as each was a part of my firm in the past. Since founding their own firm, I have seen them continue the same level of personal service and client commitment that made them a success with us."

- Tim Murphy, Principal; Murphy Group Architects

"I would highly recommend integrity for any project, regardless of its size or implementation, and could not have any better things to say about their diligence, quality of work, and final product they produced for Keeneland and Red Mile."

- Vince Gabbert Keeneland Association, Inc.

"The staff at integrity Architecture did their homework prior to meeting with us... The principals bring tremendous enthusiasm to the project. I really felt they were the right group to partner with us to design our new office building."

- David Harris US Equestrian Federation

"I have been so very impressed by the quality of service rendered on my behalf... that I would call perfect execution, a win/win, or poetry... perhaps all three. "

- Joe Costa The Red Mile

#### 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 LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)	\$ <u>136,000</u>					
Schematic Design Phase: (percentage of total services)	\$ <u>25,500</u>					
Design Development Phase:	<u>\$ 34,000</u>					
(percentage of total services)	20 %					
Construction Documents Phase:	<u>\$ 68,000</u>					
(percentage of total services)	40 %					
Bid Phase:	\$ <u>8,500</u>					
(percentage of total services)	<u>5</u> %					
<u>Construction Administration Stage</u>	\$ <u>34,000</u>					
(percentage of total services)	20 <u>%</u>					
Total Architectural/Engineering Services	\$ <u>170,000</u>					

7. Payment for Additional Services: Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. 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.

Title/Skill Level	Hourly Rate					
Principal/Architect	200	_\$/HR				
Project Manager	150	_\$/HR				
Designer (CAD Drafting)	100	\$/HR				
Administrative	75					
		_\$/HR				
		\$/HR				
		_\$/HR				
		_\$/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.

min	Joe Rasnick, AIA
Signature	Name
Principal / Co-Founder	October 3, 2022
Title	Date

## **REQUIRED FORMS**

### 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") <u>may</u> 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  $\int$  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  $\int$  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). 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 of appropriated funds to pay any person or organization for influencing or attempting to influence 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(1). 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.

hão

October 3, 2022

Joe Rasnick, AIA, Principal / Co-Founder Signature

Date

### AFFIDAVIT

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

Joseph Rasnick, AIA His/her name is 1. and he/she is the individual submitting the proposal or is the authorized representative integrity Architecture, PLLC of , the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Joseph Rasnick, AIA, Principal / Co-Founder

STATE OF Kentucky

COUNTY OF Fayette

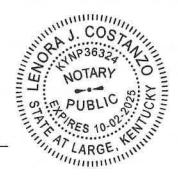
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Joseph Rasnick, AIA, Principal / Co-Founder on this the <u>3</u> day

of October , 2022.

10/02/2025 My Commission expires:

IĆ, STA



## 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, 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.

#### <u>The Law</u>

- 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

integrity Architecture, PLLC

Name of Business

## WORKFORCE ANALYSIS FORM

Name of Organization: \_\_\_\_\_integrity Architecture, PLLC

Categories	Total	Wh (Ni Hispa o Latii	ot anic r	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	
		М	F	М	F	м	F	М	F	м	F	М	F	м	F	М	F
Administrators	1		1														
Professionals	5	4	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians	3	1	1			1											
Protective																	
Para-																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintena																	
Total:	10																
Prepared by: Joe Rasnick, AIA, Principal / Co-Founder						(Na	E me and		10 )	<u>  03</u>	<u> </u> 2	2022	R	evised 2	2015-D	ec-1	5

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov Firm Submitting Proposal: \_\_\_\_\_integrity Architecture, PLLC

Complete Address: 2414 Palumbo Drive, Suite 125, Lexington, KY 40509 Street City Zip

Contact Name: Joe Rasnick, AIA Title: Principal, Co-Founder, Director of Design

Telephone Number: 859.368.9712 Fax Number:

Email address: joseph@integrityarch.com



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_52-2022

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
<ol> <li>Design Link Interiors Ann-Alan Callahan 2437 Fortune Drive, Suite 175 Lexington, KY 40509</li> </ol>	WBE	Interior Design	\$17,000	10%
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.

integrity Architecture, PLLC	Joe Rasnick, AIA		
Company	Company Representative		
10.03.2022	Principal / Co-Founder		
Date	Title		



# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 52-2022

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

SUBSTITUTED	MWDBE Formally	Work to Be	Reason for the	Total Dollar	% Value of Total
MWDBE Company	Contracted/ Name,	Performed	Substitution	Value of the	Contract
Name, Address, Phone,	Address, Phone,	1 enormeu	Substitution	Work	Contract
En all				work	
Email	Email				
1.					
N/A					
-					
2.					
-					
3.					
10 <b>4</b> 0					
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.

integrity Architecture, PLLC

Company

10.03.2022

Date

Joe Rasnick, AIA Company Representative Principal / Co-Founder Title



## MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_52-2022

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

Company Name integrity Architecture, PLLC	Contact Person Joe Rasnick, AIA	
Address/Phone/Email 2414 Palumbo Drive, Suite 125 Lexington, KY 40509	Bid Package / Bid Date	

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

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

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

integrity Architecture, PLLC

Company

10.03.2022

Date

Joe Rasnick, AIA Company Representative Principal / Co-Founder

Title



# LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

## Bid/RFP/Quote #52-2022

## Total Contract Amount Awarded to Prime Contractor for this Project N/A

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

Subcontractor	Description	Total	% of	Total	Purchase	Scheduled	Scheduled
Vendor ID	of Work	Subcontract	Total	Amount	Order number	Project	Project
(name, address,		Amount	Contract	Paid for	for	Start Date	End Date
phone, email			Awarded	this Period	subcontractor	2010/01/01/01/02/02/01/01/02/01/01/01/01/01/01/01/01/01/01/01/01/01/	
			to Prime		work		
			for this		(please attach		
			Project		PO)		
						-	
			4.4			~	
						2	

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.

integrity Architecture, PLLC

Joe Rasnick, AIA Company Representative

October 3, 2022

Date

Company

Principal / Co-Founder

Title

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).

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

<u>x</u> 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.

 $\underline{x}$  Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

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

 $\underline{x}$  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.

<u>Bidder has to submit sound reasons why the quotations were considered</u> 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**.

<u>NOTE</u>: 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.

integrity Architecture, PLLC

Company	
October 3,	2022

Date

Joe Rasnick, AIA Company Representative Principal / Co-Founder 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, safely 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

10.03.2022

Date

# ATTACHMENT A

# FORM OF PROPOSAL

## Design Services for the Downtown Arts Center Renovation - Floor 3 & Cafe

Request for Proposal # 52-2022 Form of Proposal

Consultant:	integrity Architecture, PLLC
Address:	2414 Palumbo Drive, Suite 125
	Lexington, KY 40509

### 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 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 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 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.
- 1. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
- 3. Proposal Format: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
  - i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
- 4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
- 5. Work Plan: 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 LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)	\$ <u>136,000</u>		
Schematic Design Phase: (percentage of total services)	<u>\$ 25,500</u> 15 %		
Design Development Phase: (percentage of total services)	<u>\$ 34,000</u> 20 %		
Construction Documents Phase: (percentage of total services)	\$ <u>68,000</u> %		
Bid Phase: (percentage of total services)	\$ <u>8,500</u> 5%		
Construction Administration Stage	\$ <u>34,000</u>		
(percentage of total services)	%		
<b>Total Architectural/Engineering Services</b>	<b>\$</b> _170,000		

7. Payment for Additional Services: Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. 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.

Title/Skill Level	Hourly F	<u>Rate</u>
Principal/Architect	200	\$/HR
Project Manager	150	\$/HR
Designer (CAD Drafting)	100	\$/HR
Administrative	75	<u></u> \$/HR
		\$/HR
		\$/HR
		\$/HR
		\$/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.

mili	Joe Rasnick, AIA	
Signature	Name	
Principal / Co-Founder	October 3, 2022	
Title	Date	



TODD SLATIN DIRECTOR CENTRAL PURCHASING

### ADDENDUM #1

RFP Number: #52-2022

Subject: Design of Downtown Arts Center Renovation

Date: September 19, 2022

Address inquiries to: Sondra Stone sstone@lexingtonky.gov

### TO ALL PROSPECTIVE SUBMITTERS:

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

A walk-thru is scheduled for September 22, 2022, 1:30 pm, at 141 E Main St, for areas not being abated.

John Shi

Todd Slatin, Director Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME:\_\_\_\_\_ Architecture, PLLC

ADDRESS: 2414 Palumbo Drive, Suite 125, Lexington, KY 40509

SIGNATURE OF BIDDER: \_





TODD SLATIN DIRECTOR CENTRAL PURCHASING

### ADDENDUM #2

RFP Number: #52-2022

Subject: Design of Downtown Arts Center Renovation

Date: September 20, 2022

Address inquiries to: Sondra Stone sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

- 1. The project budget will be disclosed to the awarded design consultant after the consultant services agreement is finalized.
- 2. Design of exhibition display for Floor 3 & Floor 1 Café shall include data/power/lighting/etc. integration as required.
- 3. The maximum size/weight of the art displayed on Floor 3 will be dictated by the capacity of the elevator, but is generally not anticipated to exceed 100 lbs.
- 4. Pictures of areas are provided as Attachment F.



5. List of pre-bid attendees is attached.

Jodd Slatin

Todd Slatin, Director Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_\_ integrity Architecture, PLLC

ADDRESS: \_\_\_\_\_2414 Palumbo Drive, Suite 125, Lexington, KY 40509

SIGNATURE OF BIDDER:





TODD SLATIN DIRECTOR CENTRAL PURCHASING

### ADDENDUM #3

RFP Number: #52-2022

Subject: Design of Downtown Arts Center Renovation

Date: September 23, 2022

Address inquiries to: Sondra Stone sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

The Consultant shall include design of furnishings, either stock or custom in scope of work.

Jodd Slatin

Todd Slatin, Director Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: integrity Architecture, PLLC

ADDRESS: 2414 Palumbo Drive, Suite 125, Lexington, KY 40509

SIGNATURE OF BIDDER:



200 East Main St., Lexington, KY 40507 / 859.258.3320 Phone / 859.258.3322 Fax / lexingtonky.gov