



Proposal for:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Police Headquarters HVAC Consulting Services

November 9, 2023





November 9, 2023

Ms. Sondra Stone
Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: Proposal for Lexington-Fayette Urban County Government Police Headquarters HVAC Consulting Services

Dear Ms. Stone and Selection Team Members,

KFI Engineers (KFI) understands Lexington-Fayette Urban County Government (LFUCG) is seeking a qualified engineering team to assist with the planning and implementation of the design, bidding, and execution of HVAC and controls improvements within the police headquarters. As you will see from our proposal, our team includes seasoned professionals with the knowledge and experience necessary to successfully execute this project. We are committed to sustainability and understand the need for continuity and system optimization to attain the equipment longevity, energy efficiency, and occupant comfort you desire. Our extensive experience renovating and retrofitting HVAC systems as well as our in-house ability to interface control systems, will allow us to help your building achieve the highest level of system performance.

What sets KFI apart from other firms?

- KFI has **completed over 30 projects with LFUCG** including the 2019 LFUCG Police Headquarters HVAC study. This knowledge and experience will allow our team to provide a thorough and effective design, and minimize unforeseen conditions.
- We have **completed hundreds of HVAC related renovation projects** in the last five years, managing them from pre-design through project closeout.
- **Our controls department is unique to the engineering industry.** We have dedicated controls engineers on staff with extensive design and installation experience. We also have an in-house controls lab that we use to test vendor control products to verify communication compliance.
- KFI has an outstanding **history of solving unique engineering problems with creative designs** and balancing life-cycle costs within project budget limitations.
- You can **count on us to be familiar with LFUCG's standards:** The processes, proper systems, equipment selections, and building codes.

Thank you for your consideration of our proposal. We look forward to the opportunity to work with LFUCG on this exciting and important project. Should you have any questions regarding our submittal, please do not hesitate to contact me at 859-303-9087 or GGcarter@KFI-eng.com.

Sincerely,
KFI ENGINEERS

A handwritten signature in blue ink, appearing to read "Greg Carter".

Greg Carter, PE
DIRECTOR, COMMERCIAL EAST REGION

A handwritten signature in black ink, appearing to read "Randy Christenson".

Randy Christenson, PE
VICE PRESIDENT/AUTHORIZED SIGNER

SUBMITTAL ID # I

**FIRM'S UNDERSTANDING
AND APPROACH TO THE
PROJECT**

PROJECT UNDERSTANDING

We understand the project to consist primarily of a VAV replacement and upgrade of the HVAC controls system. The existing pneumatic controls system is to be removed, and new DDC controls added in its place. All VAV boxes are understood to be pneumatic and are to be replaced along with hot water control valves and piping accessories. We also understand that repairs and upgrades are to be made to the hot and chilled water systems, including pump replacement and addition of a chilled-water buffer tank. Additionally, repairs and upgrades are to be made to the main air handling units to repair broken components and facilitate desired control sequences of operation.

PHILOSOPHY AND APPROACH

KFI's design philosophy and approach to projects is to thoroughly plan the work and follow through with rigorous field investigation. Clear planning that fully addresses the project scope, schedule, and costs will be critical to the successful implementation of this project. As a starting point, we will use the study we prepared in 2019 and revisit our recommendations to see if any of them need to be updated. We will involve our team of dedicated controls experts from the beginning, allowing us to provide a design that implements modern controls strategies within the framework of the mechanical renovation.

PROJECT SCOPE OF WORK

We will provide full MEP design and construction administration associated with the recommendations in the March 11, 2019, study included with the RFP. We will provide additional in-depth assessment of the current conditions of the mechanical systems to establish a full scope of work.

PROJECT SCHEDULE

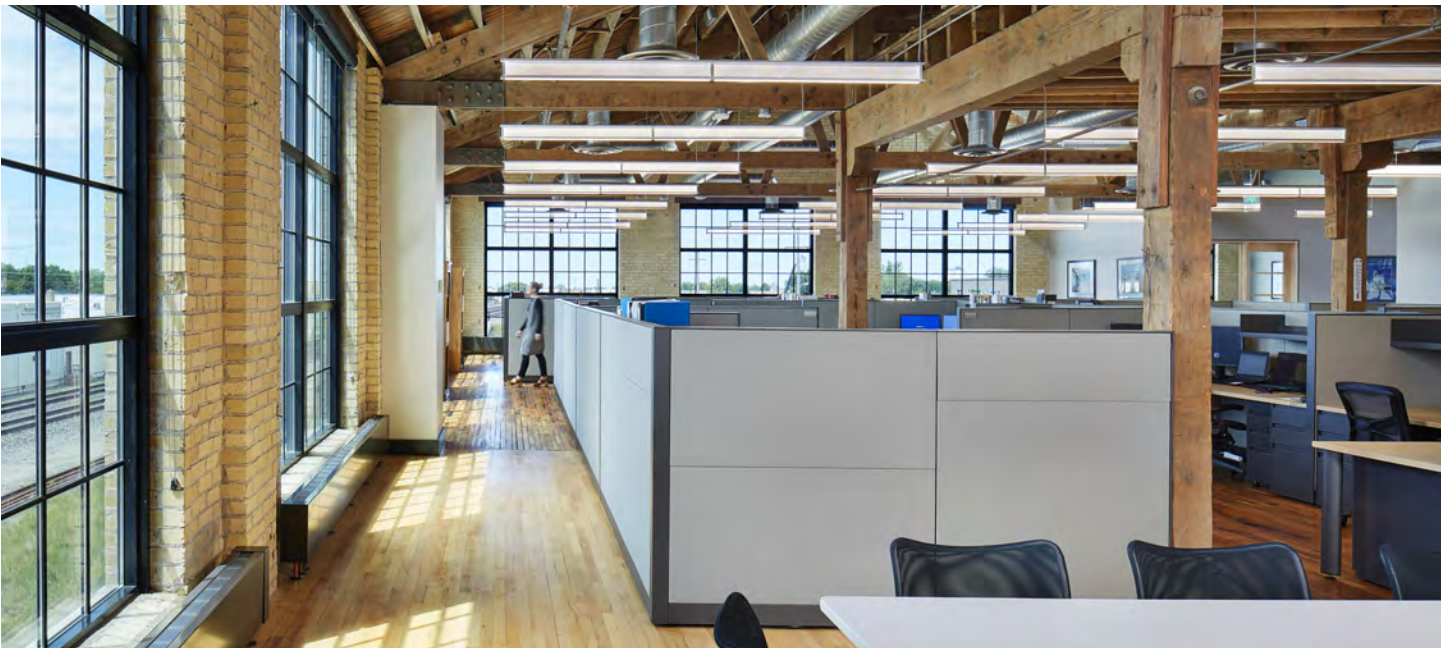
We will meet the schedule outlined in Attachment 1, "Proposed Project Schedule" included within the RFP.

Over 90% of our work is for existing customers who continue to rely on us for ongoing improvement. We take that trust very seriously and look forward to continuing our relationship with LFUCG. We encourage you to reach out to our references provided in Submittal ID # IV.



SUBMITTAL ID # II

**FIRM'S SPECIFIC
QUALIFICATION**



FIRM OVERVIEW

KFI Engineers is a mechanical and electrical engineering, and commissioning firm that provides services for a wide range of customers, including government, educational, commercial, industrial, institutional, retail, and healthcare organizations. KFI was established in 1996 to make a difference in the way infrastructure and processing projects are delivered. Today, our clients, suppliers, and contractors have helped establish KFI's reputation as a recognized industry leader in process and facilities infrastructure, design, and performance.

We serve clients in the United States, Canada, and Central America and have capabilities not commonly found in traditional engineering firms. KFI has licensed engineers and has completed projects in all 50 states, including the District of Columbia, and has also worked on a variety of international projects. We are located in Minnesota, Kentucky, Ohio, North Dakota, Arizona, Wisconsin, and Iowa with a team of over 230 professionals, including over 60 licensed professionals.

We understand how important versatility and practical innovation are to our clients. We focus on knowing the latest technologies and how they behave in real world settings – allowing us to design systems that match how they will be used, maximize energy efficiency and sustainability, and fit within project budgets.

Controls Design

With experienced programmers on staff, we understand the details necessary to control a building. Twelve of our staff members hold Niagara AX/N4 certifications. Our expanded controls design allows us to deliver what is needed for equipment to perform in concert. We regularly design control systems for both basic and complex HVAC systems. We understand the important balance between the simplicity necessary for daily operation and the complexity necessary for maximum efficiency. Complex and unique HVAC systems often require specialized controls design that can mean the difference between the success and failure of the overall HVAC design.

KFI has extensive experience in the following areas:

- Engineering
 - Mechanical
 - Electrical
 - Chemical
 - Structural
 - Controls
- Life-Cycle Costing
- Energy Analysis
- Fire Protection
- Commissioning/ Recommissioning
- Medium-voltage electrical distribution
- Chilled-water generation & distribution
- Power studies
- Piping distribution systems
- Emergency / standby power systems
- Low-voltage electrical and ITS systems

PROJECT TEAM

KFI has assembled an industry leading group of professionals for your project. Our team members have extensive experience and knowledge of building infrastructure, HVAC systems, controls, and in-depth historical knowledge of this building specifically. In 2019, KFI performed a study of the existing HVAC system, and made recommendations for repairs and upgrades. In 2014, while at another firm, Matt Gurley performed an assessment of the existing HVAC system and oversaw repairs to the existing chiller.

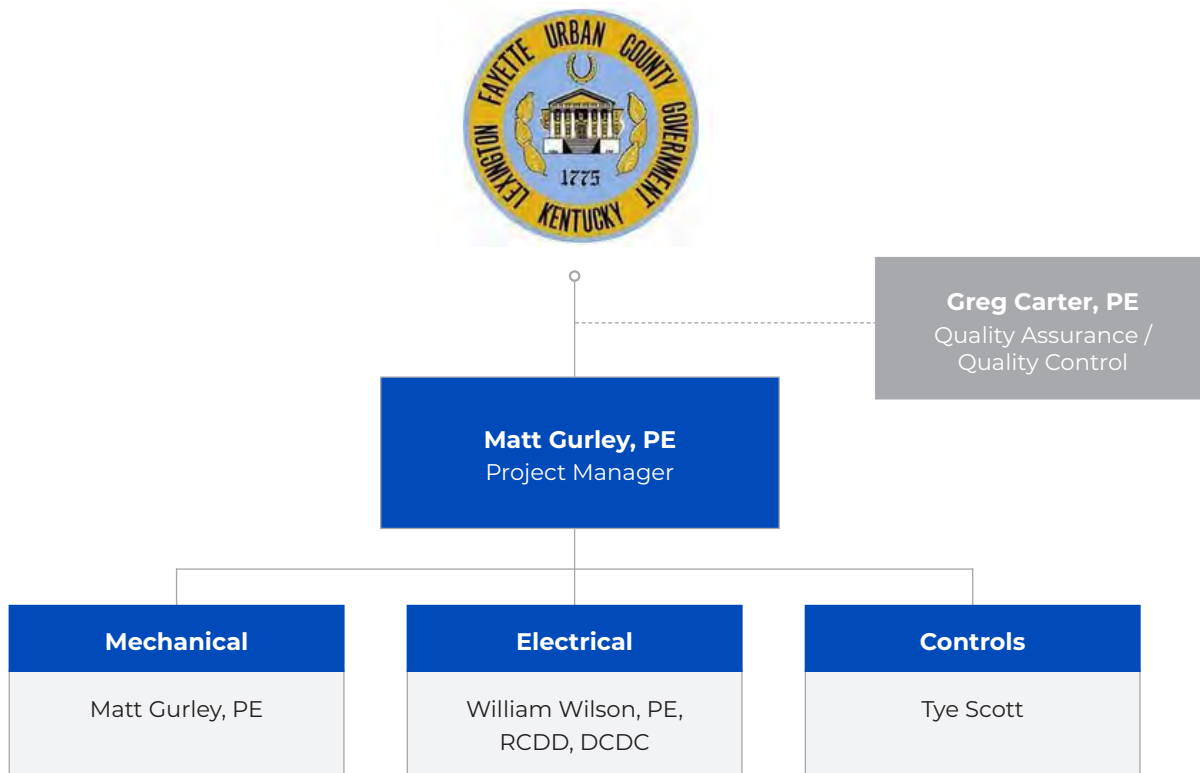
The most critical elements of a successful project partnership are trust and communication between all team members. The team for this project was specifically selected because of their technical skills, collaborative nature, ability to achieve a client’s project vision, and a history of working together on

similar projects to your own. Our shared commitment to high quality services makes this the ideal group for a critical project.

We are proud of the team we have brought together to execute your project. The criteria we used to select our team members followed these guiding principles:

1. Depth of technical knowledge in the subject matter
2. Experience working on similar systems and facilities
3. Working experience with each other
4. Track record of success

A representative sampling of team member qualifications and relevant project experience is reflected in their resumes included on the following pages. All team members are available, ready to start work immediately, and will be active on the project throughout its duration.





Gregory G. Carter, PE, LEED AP

Senior Engineer

Quality Assurance/Control: Greg will provide high-level project oversight and quality reviews of project documents. He will involve himself as necessary to ensure LFUCG is receiving the highest possible value and quality.

Greg has professional licenses as both a mechanical engineer and electrical engineer. He has over 42 years of experience with HVAC and electrical systems design and extensive experience with power generation, power distribution systems and power systems analysis. Greg has worked on a wide range of projects including classrooms, hospitals, laboratories, offices, dormitories, historical properties, central utilities, and campus-wide infrastructures. He typically serves as the Project Manager and sometimes the design Electrical Engineer depending on the complexity of the project.

YEARS OF EXPERIENCE

42

EDUCATION

B.S. Mechanical Engineering
University of Kentucky

B.S. Electrical Engineering
University of Kentucky

LICENSURE

Kentucky #14715, IN, WV

AFFILIATIONS/CREDENTIALS

NFPA
KSPE
NSPE
ASHRAE
USGBC

Relevant Experience

Lexington-Fayette Urban County Government - Lexington, KY

- Police Station HVAC Study
- Fire Station 1 HVAC Renovation
- Materials Recycling Center
 - Ventilation Design
 - Power Study
- Fayette County Clerk's Office, Fleet Management Building, Carnegie Center for Literacy Boiler Replacements
- Black and Williams Neighborhood Center Primary Electrical Upgrade
- Embry's Lowenthal Building Renovated to New Downtown Arts Center

Commonwealth of Kentucky

- Bush Building - Frankfort, KY
 - HVAC System Redesign Recommendations
 - Electrical Upgrade
- Department of Criminal Justice Training (DOCJT) Funderburk Building HVAC Replacement - Richmond, KY
- Governor's Mansion - Frankfort, KY
 - HVAC Repairs
 - Chilled Water Lines and Chiller Replacement
- Kentucky International Convention Center Renovation and Expansion - Louisville, KY

Asbury Theological Seminary Asbury Inn HVAC Renovation - Wilmore, KY

Northern Kentucky University Norse Hall HVAC Renovation - Highland Heights, KY

Kentucky Community and Technical College System

- Elizabethtown Community and Technical College University Center Renovation - Elizabethtown, KY
- Bluegrass Community and Technical College, Newtown Campus Administration Building Renovation - Lexington, KY

University of Louisville J.B. Speed School of Engineering Basement HVAC Study and Renovation - Louisville, KY

University of Kentucky - Lexington, KY

- Funkhouser Building Renovation
- Pence Hall Mechanical, Electrical, and Plumbing Renovation



Matthew C. Gurley, PE, LEED AP

Senior Project Manager

Project Manager/Mechanical Engineer: Matt's responsibilities will include systematic and thorough communication with LFUCG as well as coordination, direction, engineering, and oversight of KFI's project team - ensuring project milestones are met, the LFUCG's standards are utilized, while providing a quality product. Matt will also provide mechanical engineering for this project, specifying HVAC and plumbing systems, designing flow schematics, and producing specifications.

Matt is a mechanical engineer with over 15 years of experience designing mechanical systems. Matt has experience working on a wide range of project types, both public and private, including government, municipal, K-12, higher education, retail, hotel, hospitality, and industrial. Matt's variety of experience gives him a breadth of knowledge to pull from when designing solutions to meet client's needs.

YEARS OF EXPERIENCE

15

EDUCATION

B.S. Mechanical Engineering
Georgia Institute of Technology

LICENSURE

Kentucky #28665, IN, MI, OH, PA, TN,
VA, WV

AFFILIATIONS/CREDENTIALS

USGBC LEED Green Associate
ASHRAE

Relevant Experience

Lexington-Fayette Urban County Government - Lexington, KY*

- Police Headquarters Controls Renovation
- Police Department West Sector Roll Call Center Cooling Tower Replacement
- Government Building Server Room computer room air conditioning HVAC Renovation
- Annex HVAC Controls Renovation
- Alphafas Restaurant HVAC Renovations
- Bell House Boiler Replacement
- Community Action Center Renovation

Commonwealth of Kentucky*

- Bluegrass Community & Technical College - Leestown Campus, Classroom Building A VAV Replacement and Controls Upgrade - Lexington, KY
- Surplus Properties Building HVAC Renovation - Frankfort, KY
- L and N Building Chiller Replacement - Louisville, KY

Rajant Corporation Regional Headquarters - Morehead, KY*

Dartmouth College - Hanover, NH

- Berry Sports Center Hot Water Conversion
- Alumni Gym and Davis Hot Water Conversion

University of Kentucky - Lexington, KY

- Parking Structure #8 Office Building HVAC Design with VAV Air Handler, and Packaged Air Cooled Chiller
- Scovell Hall HVAC Design, 4-pipe Hot and Chilled Water System with Dedicated Outdoor Air System (DOAS) and Fan Coil Units

**Project work completed prior to joining KFI*



William P. Wilson, PE, RCDD, DCDC

Senior Electrical Engineer

Electrical Engineer: During the schematic phase, Bill will evaluate the existing electrical systems and design connections and modifications to it to support the HVAC and controls renovation. The contract document phase will entail working closely with the Project Engineer to produce the final documents. During the bidding phase, Bill will answer contractors' questions, direct production of addenda items, attend the prebid meeting and review bids with the Owner and make recommendations. During the contract administration phase, he will attend pre-construction meetings and monthly progress meetings and periodically visit site for conformity of bid documents.

Bill is an electrical engineer with 32 years of experience with electrical systems. He has extensive experience with power generation and distribution systems, power systems analysis, and design of commercial building systems such as lighting, power, fire alarm, and telecommunications. Bill has a wide range of practical experience from his service as an electrician aboard naval ships in the US Navy, his service as a maintenance manager for a large university healthcare complex, and as a hands-on designer for commercial facilities and infrastructure. He holds certifications as a Registered Communications Distribution Designer and Data Center Design Consultant in addition to his Professional Engineering registration.

YEARS OF EXPERIENCE

32

EDUCATION

B.S. Electrical Engineering
University of Kentucky

LICENSURE

Kentucky #22074

AFFILIATIONS/CREDENTIALS

NFPA
USGBC
BICSI

Relevant Experience

Lexington-Fayette Urban County Government - Lexington, KY

- Fire Station 1 HVAC Renovation
- Public Safety Operations Center Server Room Cooling Replacement
- Dunbar Community Center Roof and Restroom Replacement
- Garages Mechanical, Electrical, and Plumbing Design

Commonwealth of Kentucky

- Capital Plaza Utility Separation - Frankfort, KY
- Boone National Guard - Frankfort, KY
 - Joint Forces Headquarters Building Mechanical, Electrical, and Plumbing Design
 - G1 Building Conversion Mechanical, Electrical, and Plumbing Design
- Kentucky International Convention Center Renovation and Expansion - Louisville, KY

Harlan County - Harlan, KY

- Fiscal Court Detention Center
- Justice Center

Louisville/Jefferson County Metro Government Hall of Justice Renovation - Louisville, KY

Kenton County District 6 Office and Materials Lab - Covington, KY

University of Kentucky Federal Credit Union Corporate Office Addition Design - Lexington, KY

University of Kentucky - Lexington, KY

- Patterson Office Tower 4th and 5th Floors Renovation MEP Design
- Pence Hall Mechanical, Electrical, and Plumbing Renovation
- Frazee Hall Renew and Modernize Facilities
- Bosworth Hall Renovation



Tye Scott

Controls Design Manager

Controls: Tye will work with Matt to evaluate existing controls sequences, make recommendations for improvements, and help produce designs to implement controls strategies.

Tye is a seasoned controls project manager with over 16 years of hands-on experience. He provides controls design, commissioning, and start-up services for a variety of healthcare, educational, government, and central utilities facilities.

Relevant Experience

LaRue County Board of Education Hodgenville Elementary School HVAC Upgrades - Hodgenville, KY

Land O'Lakes, Inc. SLOAF HVAC PLC Programming - Spencer, WI

Abbott Labs Clean Manufacturing Space HVAC Retrocommissioning - Westfield, IN

Children's Hospital Medical Center - Cincinnati, OH

- Building Management System
 - Programming Upgrades
 - Server Validation
- College Hill Process Controls Startup and Integration
- Location A Air Handling Unit Upgrades
- Locations A and B Infrastructure Upgrades
- Location B
 - Chiller Replacement
 - Level 3 Temporary Air Handling Units
- Location D
 - Air Handling Unit Replacement Study and Upgrade
 - HVAC Analysis
- Location F HVAC Replacement
- Location G Controls
- Location R
 - Boiler Programmable Logical Consumer Upgrade and Instrument Replacement
 - NRA Chiller Replacement
 - Level 1 EVS Offices
 - Level 1 Human Genetics Office Renovation
 - Level 3 Nikon Center of Excellence
 - NRA and NRB Air Handling Unit Replacement
 - NRA and NRB Exhaust Fans
 - NRC Air Handling Unit Damper Fail Position Change
- Location T Controls
- Location Z Central Utility Plant Controls
- Winslow Level 1 Renovation Controls and Commissioning

Children's Hospital Medical Center - Liberty Township, OH

- Building A Process Controls
- Cancer Therapy Center Process Controls
- Chilled and Condenser Water Controls Retrofit
- Controls Retrofit

YEARS OF EXPERIENCE

16

EDUCATION

B.S. Electrical Engineering
Arizona State University

A.S. Electrical Engineering Technology
Cincinnati State Technical and
Community College

AFFILIATIONS/CREDENTIALS

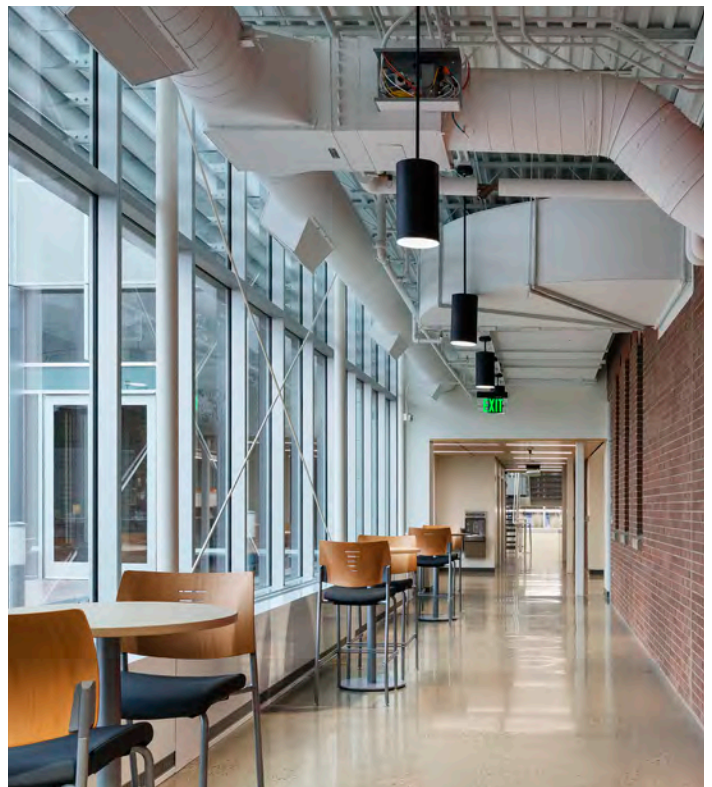
ISA

Wonderware Certified Developer

RELEVANT EXPERIENCE

KFI provides top-quality MEP services for a wide range of customers, including local, state, and federal governments, correctional institutions, colleges and universities, K-12 schools, industrial, commercial, and healthcare organizations. We have developed long-term relationships with many of our clients, managing projects through the implementation of MEP upgrades, as well as new construction, additions, and remodels. Below, and on the following pages, are a sampling of our previous experience with LFUCG as well as other HVAC-related projects.

- Lexington-Fayette Urban County Government - Lexington, KY
 - Black & Williams Neighborhood Center Primary Electrical Upgrade
 - Courthouse Complex HVAC Study
 - Detention Center (Old Frankfort Circle) Chiller
 - Division of Waste Management HVAC Study
 - Downtown Arts Center (Embry Lowenthal Building) 3rd Floor Study
 - Downtown Arts Center (Embry Lowenthal Building) - HVAC Renovation (with Trane)
 - Downtown Arts Center (Embry Lowenthal Building) Renovation
 - Dunbar Community Center Assessment
 - Dunbar Community Center Restroom Renovation
 - Fayette County Clerk Office Renovation
 - Fleet Management, Carnegie Center, and Government Center Annex Boiler Replacements
 - Fleet Management Ventilation Improvements Feasibility Study
 - Fleet Management Ventilation Improvements
 - Fleet Services, Facilities Management Headquarters, and Police West Roll Call Center Emergency Power Feasibility Study
 - Fire Station 1 Study
 - Fire Station 1 HVAC Renovation
 - Garages Mechanical, Electrical, and Plumbing Design
 - Government Center Annex HVAC Study
 - Government Center Annex Mechanical Upgrades
 - Kentucky Theatre HVAC Assessment
 - Lexington Public Library Eagle Creek Branch
 - Lyric Theatre - ADA Entry Modifications
 - Lyric Theatre - RTU and MAU Replacement
 - Material Recycling Facility Electrical Upgrades
 - Material Recycling Center Power Study
 - Materials Recycling Center Ventilation Design
 - Mayor's Training Center (Clark Street Annex)
 - Police Station (Main Street) HVAC Study
 - Public Safety Operations Center Server Room Feasibility Study
 - Public Safety Operations Center Server Room Cooling Replacement
 - Woolworth Building Renovation Study
- City of Duluth - Duluth, MN
 - Fire Hall 1 Domestic Water Study
 - Fire House 10 HVAC System Design
 - Multiple Building Master Direct Digital Control System Specification
- City of Apple Valley - Apple Valley, MN
 - Old City Hall HVAC Upgrade
 - Air Handling Unit Replacement
- City of Minneapolis City Hall and Courthouse 20+ Projects - Minneapolis, MN
- City of Bismarck Veteran's Memorial Public Library HVAC System Replacement - Bismarck, ND
- Ramsey County - Multiple Locations, MN
 - Facilities HVAC Assessments, 26 Buildings
 - Metro Square Office Design and Renovation
- Minnesota Veteran's Home - Minneapolis, MN
 - Building 1 HVAC Remodel
 - Building 15 Chiller and HVAC Replacement
- South Dakota Women's Prison HVAC System Replacement - Pierre, SD
- St. Croix County Government Center HVAC Pre-Design and Replacement - Hudson, WI
- State of Wisconsin La Crosse State Office Building HVAC Renovation - La Crosse, WI
- USPS Loring Station Building and HVAC System Remodel - Minneapolis, MN





University of Kentucky Dickey Hall HVAC Renovation

Engineering Services

The HVAC systems serving Dickey Hall were originally installed in 1965 and needed replacement. The existing 2-pipe, baseboard, fan coil system, and lighting fixtures were removed and demolished. The entire building received new HVAC, lighting, fire alarm, and fire protection systems, and existing code deficiencies were addressed. The whole demolition and construction effort was accomplished during the 10-week summer break.

A new 3-pipe, heat recovery, water-cooled, variable refrigerant flow (VRF) system was installed in all the offices and classrooms on all four floors. Most spaces have their own thermostat, and each area can be in either cooling or heating mode.

The electrical distribution serving Dickey Hall was installed in 1965 and did not have the capacity for all the building's electrical loads. The existing electrical distribution was upgraded with a new 15KV main switch, transformer, and distribution switchboard. An emergency generator was added to the building to serve critical loads and was installed in a new two-hour rated room. LED lighting and a new lighting control system were also added.

LOCATION:
Lexington, KY

OWNER:
University of Kentucky

SQUARE FOOTAGE:
64,024

CONSTRUCTION COST:
\$3,369,000

COMPLETION DATE:
2017



Division of Criminal Justice Training Funderburk Building HVAC Replacement

Engineering Services

The Funderburk building was experiencing problems with the HVAC system from poor functioning heating and condenser water loops. The primary focus of the renovation was a replacement of VAV boxes and reheat coils to enhance the delivery of heating and cooling to the spaces, and a re-configuration and component replacement of the condensing loop, including two new cooling towers, to get the full cooling tonnage out of the chillers. The project also included a new building control system.

LOCATION:
Richmond, KY

OWNER:
Commonwealth of Kentucky

SQUARE FOOTAGE:
85,000

CONSTRUCTION COST:
\$3,028,900.00

COMPLETION DATE:
2017



Eastern Kentucky University Foster Music Building HVAC Renovation

Engineering Services

The Foster Music building was experiencing problems with damaged instruments because of temperature and humidity issues. KFI was contracted to provide mechanical and electrical design services to upgrade the existing HVAC system to help rectify the issue. The two-pipe fan coil changeover system was replaced with a new variable refrigerant volume system. Outside air is fed to the building using two dedicated outdoor air rooftop units. A new electronic direct digital control system was installed in the building and connected to the central campus system. The renovation was done in stages while the building was occupied and in use.

LOCATION:
Richmond, KY

OWNER:
Eastern Kentucky University

SQUARE FOOTAGE:
40,350

CONSTRUCTION COST:
\$2,100,000

COMPLETION DATE:
2010

SUBMITTAL ID # III

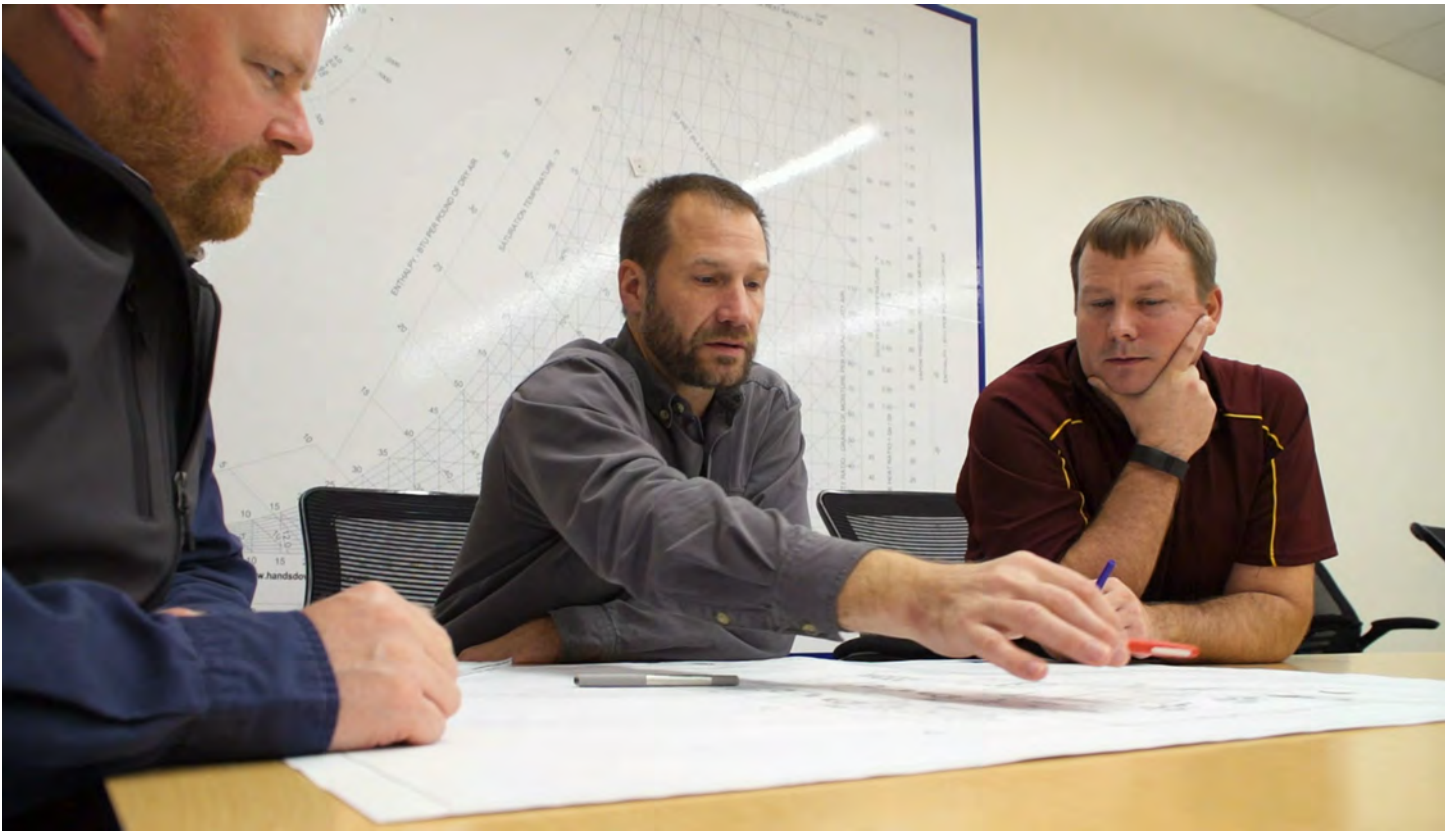
CURRENT CAPACITY

WORKLOAD

KFI employs over 230 professionals, including over 60 licensed professionals. Based on current and anticipated workload, our team has the availability to begin design immediately and the capacity to complete this project as per the needs of LFUCG. We also maintain the flexibility to work within LFUCG's anticipated schedule, which will minimize disruption to current users.

As a testament to our availability, the table to the right breaks down our Lexington offices' existing workload by number of projects and phase.

Number of Projects	Phase
10	Schematics
6	Design/Development
11	Construction Documents
9	Bidding
34	Construction



SUBMITTAL ID # IV

REFERENCES

REFERENCES

Having provided consulting services for over 25 years, KFI has an extensive list of project experience. We strive to provide our clients with the highest possible value. Our clients' best interests are at the forefront of everything we do. Our advocacy covers a lot of ground, not just with our clients, but with their clients as well. They know that when we walk into a meeting with stakeholders, we will be prepared, effective communicators who inspire confidence. KFI has many clients who will attest to our owner advocacy and performance. We encourage you to reach out to the references provided below.

LOUISVILLE MEDICAL CENTER

Mr. John Bartley, General Manager Steam and Chilled Water Plant
 235 Abraham Flexner Way
 Louisville KY 40202
 (e) John.bartley729@gmail.com
 (p) 502-584-4003

UNIVERSITY OF KENTUCKY

Mr. Wayne Thomas, Capital Construction Director
 Capital Planning, Design and Construction
 222 Peterson Service Building
 Lexington, Kentucky
 (e) Wayne.Thomas@uky.edu
 (p) 859-257-5911

EASTERN KENTUCKY UNIVERSITY

Mr. Matt Whittenberg, Assistant Director/Project Management and Construction
 Division of Facilities Management and Safety
 1136 Paul Van Hoose Dr., Gentry Building CPO 6A
 Richmond, KY 40475
 (e) matt.whittenberg@eku.edu
 (p) 859-622-2325



SUBMITTAL ID # V

PROPOSED COST



A/E SERVICES RFP FORM OF PROPOSAL

Design Services for Police Headquarter HVAC Replacement

Consultant: KFI Engineers

Address: 3264 Loch Ness Drive, Lexington, KY 40517

1. General:

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

2. Lump Sum Pricing:

- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
- b. Provide Firm Lump Sum Cost for providing the LFUCG with services using the table below:

Phase	Services	Cost (\$)	% of Construction Costs
Design Phase	Pre-Design Services	\$ 3,105	% 3
	Schematic Design (SD) Services	\$ 16,525	% 15
	Design Development (DD) Services:	\$ 25,875	% 25
	Construction Documents (CD) Services:	\$ 31,050	% 30
Bid Phase	Bid Review and Recommendation Services	\$ 5,175	% 5
Construction Administration Phase	Construction Administration (CA)	\$ 20,700	% 20
	One Year Workmanship Warranty Coordination Assistance	\$ 2,070	% 2
	Total A/E Services:	\$ 103,500	% 100

3. Payment for Additional Services:

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

- 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 reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

Additional Services Unit Cost Table

Title/Skill Level	Hourly Rate (\$/Hr.)
Senior Engineer / Engineer IV	\$ 220.00
Senior Project Manager / Engineer IV	\$ 220.00
Senior Mechanical Engineer / Engineer IV	\$ 220.00
Senior Electrical Engineer / Engineer IV	\$ 220.00
Engineer I	\$ 170.00
Controls Design Manager	\$ 220.00
	\$
	\$
	\$

Signature & Confirmation

Firm: KFI Engineers

Address: 3264 Loch Ness Drive, Lexington, KY 40517

Authorized Representative Name: Randy Christenson, PE

Title: Vice President

Signature:  Date: Nov 7, 2023

REQUIRED FORMS

- AMERICAN RESCUE PLAN ACT AMENDMENT 1
- AFFIDAVIT
- EQUAL OPPORTUNITY AGREEMENT
- WORK FORCE ANALYSIS FORM
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
- LFUCG MWDBE PARTICIPATION FORM
- MWDBE QUOTE SUMMARY FORM
- LFUCG STATEMENT OF GOOD FAITH EFFORTS
- GENERAL PROVISIONS

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(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.



Signature

11-7-23

Date

AFFIDAVIT

Comes the Affiant, Randy Christenson, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Randy Christenson, PE and he/she is the individual submitting the proposal or is the authorized representative of KFI Engineers, 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 Procurement 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.

Ray A

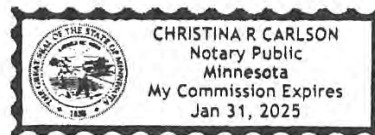
STATE OF Minnesota

COUNTY OF Ramsey

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Christina R. Carlson on this the 7th day
of November, 2023

My Commission expires: Jan 31, 2025

Christina R Carlson
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

KFI Engineers

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: KFI Engineers

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	13	10	3													10	3
Professionals	132	98	22	4	1	2				1	1			2	1	107	25
Superintendents																	
Supervisors	30	23	6									1				23	7
Foremen																	
Technicians	54	50		1				1		1	1					53	1
Protective																	
Para-																	
Office/Clerical	11		10				1										11
Skilled Craft																	
Service/Maintena	1				1												1
Total:	241	181	41	5	2	2	1	1		2	2		1	2	1	194	48

Prepared by: Melanie Olson, Human Resources Benefits Administrator Date: 11 / 7 / 2023

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov




LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # RFP #46-2023

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
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.

KFI Engineers
 Company
11-7-23
 Date


 Company Representative
 Vice President
 Title

DBE/MBE/WBE and Veteran-Owned Business Utilization

This project will not require the use of sub-consultants, and will be completed entirely by KFI Engineers. Because statutes require that all engineering work be completed in our office, under our direct supervision, the design portion cannot be shared.



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # RFP #46-2023

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.

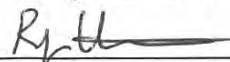
Company Name KFI Engineers	Contact Person Randy Christenson
Address/Phone/Email 3264 Loch Ness Drive/859-271-3246/ rpchristenson@kfi-eng.com	Bid Package / Bid Date 11/9/2023

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
None								

(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.

KFI Engineers
 Company
11-7-23
 Date


 Company Representative
Vice President
 Title

DBE/MBE/WBE and Veteran-Owned Business Utilization

This project will not require the use of sub-consultants, and will be completed entirely by KFI Engineers. Because statutes require that all engineering work be completed in our office, under our direct supervision, the design portion cannot be shared.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #46-2023

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 Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

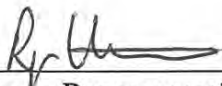
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the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

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

KFI Engineers

Company
11-7-23

Date



Company Representative
Vice President

Title

DBE/MBE/WBE and Veteran-Owned Business Utilization

This project will not require the use of sub-consultants, and will be completed entirely by KFI Engineers. Because statutes require that all engineering work be completed in our office, under our direct supervision, the design portion cannot be shared.

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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



Signature

11-7-23

Date

EXCEPTIONS

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

negligent

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

ATTACHMENT 4

Sample Contract Agreement

5.3. Other Provisions Concerning Payments.

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

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, ~~but without liability or legal exposure to **CONSULTANT**.~~

6.3. Legal Responsibilities and Legal Relations.

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

In the event the Owner reuses the documents for its unintended purpose and without permission, the Owner releases the Consultant from all claims and causes of actions arising from such uses. To the extent provided by law, Owner further agrees to indemnify and hold harmless the Consultant and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.