

Kentucky Court of Justice
Rules of Administrative Procedure
of the Court of Justice



Part X.
Real Property Management

Section I.
CONSTRUCTION PROGRAM
DEVELOPMENT

May, 2007

Supreme Court of Kentucky

ORDER

IN RE:

**ADOPTION OF RULES OF
ADMINISTRATIVE PROCEDURES OF THE COURT OF JUSTICE
PART X. COURT OF JUSTICE REAL PROPERTY MANAGEMENT**

Pursuant to Sections 110(5)(b) and 116 of the Constitution, court facilities construction program development, criteria, and design and construction rules and standards for the Court of Justice shall henceforth be governed in accordance with the Rules of Administrative Procedures of the Court of Justice, Part X, Court of Justice Real Property Management, consisting of three (3) Sections: Construction Program Development; Court Facilities Criteria; and Court Facilities Design and Construction, which is attached hereto. Beginning with the Capital Construction Projects authorized by the 2005 General Assembly, all previous rules and orders regarding court facilities real property management are hereby amended in their entirety. This order is effective _____, 2007.

Entered _____, 2007,

JOSEPH E. LAMBERT, CHIEF JUSTICE

CONSTRUCTION PROGRAM DEVELOPMENT PREFACE

Summary: The Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management (AP Part X) have the force and effect of law in the Commonwealth of Kentucky. AP Part X, Sections I, II and III establish policy and procedures concerning the development of Court of Justice (COJ) Capital Projects, COJ Support Facilities, and COJ Administrative Facilities within the Commonwealth of Kentucky which are approved by, and supported with, COJ Administrative Office of the Courts (AOC) administered funds. The development process includes, but is not limited to, the preparation and approval of COJ program documents and funding, construction documents, procurement of professional and construction services, design oversight, financial oversight and regulatory authority, and the oversight of site selection and property procurement procedures.

COJ Capital Projects: AP Part X applies to the development of all COJ Capital Projects. COJ Capital Projects shall not be bound by, adjoined to, or associated with a non-COJ Project or programs without the express written approval of the AOC General Manager of Court Facilities, by and through an executed Memorandum of Understanding by which the non-COJ party shall be likewise bound, adjoined, or associated to the Project. Upon completion of a 100-percent (100%) COJ occupied Capital Project, the facility shall not be modified by the construction of additions or other alterations of any kind without written approval of the AOC General Manager of Court Facilities.

Applicability. AP Part X shall apply to all COJ-supported facilities. Compliance with AP Part X is required for all court facility Projects requested by the COJ and authorized by the Kentucky General Assembly.

AP Part X shall be referenced by, and made a part of, all documents related to COJ Capital Projects including, but not limited to; agreements/understandings with local units of government; contract documents relating to professional services of design; construction management; construction service contracts; and materials providers. Additionally, all solicitations and/or bid documents shall contain such reference. Any such documents shall, at a minimum, contain the following statement:

“The Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management (AP Part X) have the full force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.”

Inclusion of the minimum statement and/or simple reference to AP Part X shall provide full and equal enforcement as if quoted and/or printed verbatim.

Interim Changes and Amendments to this Document: The Chief Justice of the Kentucky Supreme Court may implement changes and amendments to AP Part X to ensure that the best interests of the COJ are met. Interim changes and/or amendments may address statewide, regional, or individual Project issues and may be effective for a limited period of time until a revision of AP Part X is approved by the Chief Justice and published. Such changes or amendments may also be presented by the AOC Director and signed by the Chief Justice.

Permanent Changes: Permanent changes shall be incorporated into AP Part X upon approval of the Chief Justice of the Kentucky Supreme Court by Court Order.

Internal Control System: This publication contains procedures for the preparation and the execution of approved COJ Capital Projects and COJ Project programs. The allowable scope and size of facilities are governed by AP Part X, section II, Court Facilities Criteria. Deviations from the criteria is not permissible without the expressed written approval by the AOC General Manager of Court Facilities.

Conflicts: In the event that any, section, of AP Part X conflicts with any other, the AOC General Manager of Court Facilities shall make the final determination which section prevails and which is most beneficial to the COJ. This determination is final, carries the force and effect of AP Part X, and shall be applied and/or executed without any effect to any other chapter, paragraph, or statement contained herein, including any changes, and/or amendments as described above.

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Appendix F – Design Review Checklist

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Appendix H – The Capital Projects Tracking System

Chapter 1. General

1-1. Explanation of Abbreviations and Terms:

Abbreviations and special terms used in AP Part X are identified and defined in the glossary listed in Appendix B. As used in these Sections, unless the context otherwise requires, the key abbreviations include, but are not limited to the following, which are further defined in the glossary:

A-E shall mean the Architect-Engineer.

AOC shall mean the Administrative Office of the Courts.

AOC Director shall mean the Director of the AOC.

AOC Project Coordinator shall mean the AOC Department of Court Facilities employee assigned to provide guidance and oversight to a Project.

AP Part X, Section I shall mean the Rules of Administrative of Procedure of the Court of Justice, Part X, Section I, Real Property Management.

AP Part X, Section II shall mean the Rules of Administrative of Procedure of the Court of Justice, Part X, Section II, Court Facilities Criteria.

AP Part X, Section III shall mean the Rules of Administrative of Procedure of the Court of Justice, Part X, Section III, Court Facilities Design and Construction.

CFSC shall mean Court Facilities Standards Committee.

CM shall mean Construction Manager.

COJ shall mean Court of Justice.

DCF shall mean the AOC Department of Court Facilities.

GC shall mean the General Contractor.

MOU shall mean Memorandum of Understanding.

Owner shall mean the Local Unit of Government (e.g., County Fiscal Court, City, etc.).

PDB shall mean Project Development Board.

1-2. Purpose:

This Section of AP Part X establishes the form and format for construction program documents for proposed construction and the means and methods to execute Projects approved by the Commonwealth of Kentucky COJ, which are eligible for support by the AOC, either totally or in part, from Commonwealth of Kentucky General Assembly construction authorizations and funds administered by the AOC.

1-3. References:

Required and related publications are listed in Appendix A.

1-4. Responsibilities:

A. The Administrative Office of the Courts (AOC) In accordance with KRS Chapter 26A and AP Part X, the AOC oversees the construction and care of COJ facilities. The rules established by AP Part X are established for the AOC General Manager of Court Facilities to administer and provide equity and dignity to COJ Facilities and, to the greatest extent, existing COJ Facilities.

B. The Owner (Local Unit of Government) authorizes and accepts the proposed construction program through the execution of a MOU with the COJ. No Project shall be included in Judicial Branch budget request without an executed MOU. The MOU sets forth the terms of program development and affirms that AP Part X, shall be adhered to by the Owner.

C. The Project Development Board (PDB) shall act as the agent of both the Owner and the COJ during the development of court facilities funded either all, or in part, by the COJ. Upon General Assembly authorization of a Capital Project and the issuance of a Notice to Proceed by the Chief Justice, the PDB shall be authorized to form. The PDB shall execute its duties and responsibilities in strict accordance with, and as defined by; AP Part X.

D. The AOC General Manager of Court Facilities: All COJ facilities within the Commonwealth of Kentucky are subject to the ultimate direction and control of the Chief Justice. All matters pertaining to Court facilities are under the jurisdiction of the AOC General Manager of Court Facilities who acts on behalf of the Chief Justice. The AOC General Manager of Court Facilities is responsible for the development of COJ construction programs in accordance with AP Part X. Upon completion of the construction program, the AOC General Manager of Court Facilities executes duties and responsibilities required to operate and maintain facilities.

E. The Courts Facilities Standards Committee (CFSC): The duties and responsibilities of the CFSC are defined in KRS Chapter 26A (Appendix B, Section II and AP Part X). In accordance with KRS Chapter 26A and AP Part X the CFSC authorizes Phase A (Schematic) designs of COJ facilities.

1-5. Policy: The AOC and COJ policy regarding proposals shall be as follows:

A. Proposed Court Facilities and Court Support Facilities. A proposal for the construction of a new court facility and/or an addition to an existing court facility in a county shall be prepared in accordance with AP Part X prior to submission to the General Assembly for authorization. Only facilities constructed in accordance thereto shall be considered for occupancy and/or funding by the COJ.

B. Construction Program Documents prepared in accordance with AP Part X, Section I, shall be prepared in accordance with authorizations approved by the General Assembly and the AOC.

C. Locations for New Court Facilities: First consideration shall be given to sites near the existing courthouse in the general downtown fabric of the community so as to benefit the local economy and not disrupt established land use. The effort to maintain judicial presence in the downtown or center of the community shall be pursued and supported by the PDB. (See Chapter 12.)

1. In the event there is no site near the existing courthouse meeting COJ needs as determined by the AOC General Manager of Court Facilities, the PDB shall be advised by the AOC General Manager of Court Facilities to pursue a suitable site at an alternate location.

2. Only those sites determined as properly and/or best located and sized by the AOC General Manager of Court Facilities may be used for the development of COJ Projects.

D. Facility and Facility Component Names: See Chapter 11. Project Development Board.

1. Naming of the Facility: The Project Development Board (PDB) may submit a proposed name of the facility for approval, denial or modification to the AOC General Manager of Court Facilities. The proposed name shall clearly and concisely identify the facility as one which houses the COJ. Examples include: "Virginia County Judicial Center", "Virginia County Justice Center", "Virginia County Courthouse" (if no other courthouse exists), "Virginia County Hall of Justice", "Virginia County Court of Justice", etc.

2. Names of Honoraria: Generally, names of individuals in honoraria shall not be considered by the PDB in the proposed name of the facility. Under special and unique circumstances, the PDB may make a special appeal for naming a facility in honoraria, in writing, to the AOC General Manager of Court Facilities for consideration and approval by the Chief Justice. Consideration for proposed building names of honoraria shall be limited to local persons who have statewide and/or national prominence.

3. Names of Rooms Within Facility: The PDB may name components within a facility (e.g., Courtrooms, hearing room, conference areas, etc.) in honoraria after local and statewide persons of prominence, with the approval of the AOC General Manager of Court Facilities and the concurrence of the Chief Justice.

4. Reserved Rights: The COJ, through the AOC General Manager of Court Facilities, reserves the right to approve, deny, modify, or assign COJ facility names.

1-6 COJ Projects:

COJ capital construction Projects are considered Projects of the Commonwealth of Kentucky Judicial Branch of Government and are developed in accordance with AP Part X. Until the Kentucky General Assembly authorizes a Project and the Chief Justice issues a Notice to Proceed, Judicial Branch Projects do not exist and are considered proposals.

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Chapter 2. Court Facilities Development Process

2-1 General

A. Assistance and Oversight: In accordance with KRS Chapter 26A and AP Part X, the AOC provides administrative assistance and oversight for COJ Projects. The statutory requirements are also incorporated within AP Part X.

B. The Court Facilities Development Process is designed to promote equity among all Kentucky COJ Facilities. As a result, the needs of the most inadequate COJ facilities are given first priority.

2-2 Process Components

A. Analysis of Existing Facilities: Prior to the development of the Six (6) Year Capital Plan, judicial facilities shall be assessed to identify the level of condition and adequacy. There shall be three (3) parts of this analysis as follows:

1. Detailed Assessments are conducted with AOC staff or an A-E service provider with AOC oversight and verification. Detailed assessments evaluate and/or update the condition, capacity and efficiency of primary and supporting facilities. These assessments shall be updated prior to preparation of Capital Plans in order to reflect any changes which may have occurred. Detailed assessments shall address at, a minimum, the following:

Americans with Disabilities Act compliance	Fire Detection and Suppression
Environmental Concerns	Current and Future Facility Requirements
Foundation and Structure	Site Characteristics
Floors, Walls and Ceilings	Retaining Walls
Roofs, Flashing, Gutters, Downspouts	Parking, Pickup & Dropoff Areas
Windows and Doors	Access Roads & Entrance Throats
Stairs and Elevators	Walkways
Heating, Ventilation, Air Conditioning	Exterior Fire Protection
Domestic Water Heating & Distribution	Grounds
Electrical Service and Distribution	Exterior Signage
Telecommunications Systems	Security Barriers & Fencing
Data Infrastructures	Utility Service
Security provisions	

Additionally the assessments shall include existing space and occupant audits, CAD drawings, and digital photographs.

2. Staff analysis of the detailed assessments includes, but is not limited to, weighting individual aspects. Life safety aspects (e.g., structural problems, fire hazards, and the like) receive the greatest weighting, followed by Americans with Disability Act (ADA) and environmental concerns and then major building components. Criteria shall then be applied to the individual facility's future requirements to derive an actual-to-authorized size ratio. A score is generated for each facility utilizing the weighted aspects and includes existing debt. These scores are sorted to form the prioritized list of COJ Capital Construction Projects. The Chief Justice and the AOC Director shall determine how many Projects on the prioritized list shall be requested in each biennia of the Capital Plan.

3. Grading and Prioritizing:

a. The assessment of an individual COJ facility is based upon a comparison to all other facilities in Kentucky. Each facility is ranked against all other facilities statewide. The Chief Justice reserves the right to evaluate, realign, and establish priorities due to circumstances and/or events (world, national, state, regional, local) to best serve the interests of the COJ.

b. Considerations for prioritization changes and/or realignments may include, but are not limited to, the following:

- I. Capital investments/improvements since last evaluation update;
- II. Space modifications (from one use to another use within facilities);
- III. Existing verses authorized criteria comparisons (as criteria evolves to meet Judicial needs);
- IV. Major or catastrophic events (fire, flood, safety, environmental, structural failure, and the like);
- V. Additional evaluated items (such as a newly required security provision); and,
- VI. Changes to or additional weighted entities.

B. Facility Size Determination: The primary facility (the building) size and, supporting facilities (pavements, utilities, exterior lighting, and the like) needs determination for each proposed Project shall be calculated to meet the COJ criteria standards as specified in AP Part X, Section II. These calculations shall be based upon county demographics that are referenced to judicial activity history. Projected demographics, judicial activity data and future requirements shall be applied to criteria that identify facility requirements. These requirements shall be applied to criteria that identify the authorized facility size. The authorized facility size shall be analyzed and shall be recommended for inclusion in the Judicial Branch Capital Plan by the AOC General Manager of Court Facilities. The AOC General Manager of Court Facilities shall retain the authority to make adjustments and modifications as may be appropriate to serve the best interests of the COJ.

C. Construction Cost Programming Estimates: The COJ shall use recent historical and the R.S. Means publication of standard estimating cost factors to estimate facility design and construction budgets. Major building aspects, such as courtrooms, administrative areas, public areas, paving, and site work shall be estimated and evaluated separately. The estimates shall be projected with inflation factors to reflect program year costs. Any inflation factor used is evaluated and reviewed to be consistent with other similar government projections.

D. Memorandum of Understandings (MOU): Prior to the inclusion in the COJ Six (6) Year Capital Plan, the COJ and proposed Owner shall enter into a Memorandum of Understanding (MOU) prescribed by the AOC. This MOU shall detail duties and responsibilities required of both parties for the design and construction of the facility and shall set forth facility use, use allowance, reimbursement responsibilities, and operations and maintenance responsibilities for the AOC and Owner upon completion of the Project. The MOU shall also establish the Projects to be authorized and developed in accordance with AP Part X. No Project shall be submitted for authorization without an executed MOU.

E. Capital Plan: The AOC General Manager of Court Facilities, with the guidance and direction of the AOC Director and the Chief Justice, shall prepare a Six (6) Year Capital Plan. This plan shall list proposed Projects, in priority, by biennium.

F. Legislative Approval: Projects shall be established only upon authorization by the Kentucky General Assembly.

G. Project Development Board (PDB): Upon legislative authorization establishing a Project, the Chief Justice shall authorize the establishment of a PDB for each Project, through the issuance of a Notice to Proceed. This Notice to Proceed shall be based on the MOU and Chapter 12 herein. The PDB shall comply with the MOU and AP Part X.

H. Final Program Documents Preparation: After the execution of a MOU, authorization by the General Assembly, and a mutual determination by the AOC and the Owner that the scope and cost of the building is supportable, all exceptions to criteria have been resolved, and necessary adjustments have been made by the AOC General Manager of Court Facilities, final program estimates and program documents may be prepared. The AOC and PDB shall prepare the final program documents in accordance with AP Part X.

I. Financing: See also Chapter 18.

1. If the General Assembly authorizes non-direct appropriation funding for a Project, the PDB shall proceed in accordance with AP Part X, Section I, Chapter 18. All proposed financial plans and proposed interim financing plans are subject to review and approval by the AOC Director of Budget and Policy prior to execution. The COJ reserves the right to require, if deemed necessary to achieve cost savings, changes to proposed financial plans and proposed interim financing plans, or to require an alternate financial plan and/or interim financing plan.

2. The PDB shall review all financing plans related to COJ Capital Projects and approve or reject plan. No Capital Project shall be financed or refinanced without the written authorization of the AOC Director of Budget and Policy.

3. If the General Assembly authorizes direct appropriation funding for a Project, then the policies detailed in Chapter 18 shall not apply. For Projects funded with direct appropriations, the AOC Director of Budget and Policy shall issue instructions and processes to manage Project financial matters.

J. Facility Design: Upon establishment of the PDB in accordance with Chapter 11, the AOC shall assist the PDB in the selection of an A-E Service Provider through a competitive process in accordance with AP Part X. Upon selection by the PDB, the A-E shall be given approved program documents and provided AP Part X. The A-E shall be required to design a facility that is within the AOC - approved program document in the manner directed by AP Part X.

K. Facility Construction: The AOC shall assist, oversee, and approve the PDB's selection of a GC only through the use of a competitive bid process to construct the facility. Use of a CM service provider may be authorized for Projects with a construction budget greater than \$3,000,000 upon AOC approval, but are not required for any COJ Project. The CM shall not be employed by or affiliated with, the selected A-E service provider. If the PDB is authorized to seek CM services, the CM shall be selected in accordance with AP Part X, Section I, Chapter 17.

L. Facility Operations and Maintenance: After construction has been completed and the COJ occupies the facility, it shall be operated and maintained by the Owner in accordance with COJ policy through the use of appropriate AOC reimbursement forms and procedures.

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Chapter 3. Program Documents

3-1 General

A. Project program documents describe the scope, cost, details, and issues concerning a COJ Capital Project for the public and/or other government branches and agencies. Parts of the program document are provided by the AOC and parts are generated by the Project Development Board (PDB) once a site has been selected and/or preliminary design (Phase A Design) has been completed. Program documents address the necessary issues which may be addressed.

B. Program Document Components: Program documents for a COJ Capital Project may include, but are not limited to:

1. Cover Sheet;
2. Executive Summary;
3. Estimated Design Data;
4. Required Statements (format and applicable topics available from AOC);
5. Site and Master Plans;
6. Project Scope and Project Programming Cost Estimate; and,
7. Environmental and Historical Consideration.

3-2 Cover Sheet

A. General: The cover sheet of the construction program documents shall clearly and concisely identify and define the Project. The cover sheet may include graphics such as the local unit of government's seal or a drawing of the proposed facility.

B. Cover Sheet Components: The following items shall be included on the proposed construction Project's program document cover sheet.

1. Local Unit of Government (Owner);
2. Date of Document Submission (Include the word REVISED for any future submission). (NOTE: Show most recent date only);
3. Project Title and Location;
4. Estimated Date of Proposed Construction (enter proposed fiscal year of Project);
5. Project Number (to be assigned by the AOC).

3-3 Executive Summary

A. General: The Executive Summary shall be compiled by the PDB or the AOC and shall provide a brief description of the Project's scope, cost, future operations and maintenance costs, construction year, design status, Court Facilities Standards Committee (CFSC) validation and impact (if Project is not provided). The Executive Summary in itself is a stand-alone document and shall not exceed one typed page.

B. Executive Summary Components

1. **PROJECT TITLE:** Enter the Project name or title. Do not use acronyms or abbreviations.
2. **SCOPE:** Enter the total quantities requested for Primary and Supporting Facilities. Some examples of the unit of measures are SF (Square Feet), SY (Square Yards), LF (Lineal Feet), EA (Each), CY (Cubic Yards), and LS (Lump Sum).
3. **COST:**
 - a. Enter the Court of Justice, Owner, and, if applicable, any other governmental agency's share of the estimated cost including design, supervision, inspection, and overhead amounts;
 - b. Indicate percentages of Project funding for each participants' shares; and,
 - c. Enter the sources of funding for Project funding participants (e.g., AOC funded local bond, direct appropriation, local unit of government or agency funds, grants, and the like).
4. **ESTIMATED ANNUAL OPERATIONS AND MAINTENANCE COSTS:** Enter the total estimated initial state and local annual operations and maintenance cost of the proposed facility after Project completion (first operational year). If another facility is being replaced, note its most recent or estimated annual operations and maintenance cost. A-E energy calculations – system comparisons for mechanical/electrical systems shall be created by the A-E and identified here.
5. **DATE OF PROPOSED CONSTRUCTION:** Enter proposed fiscal year of Project.
6. **DESIGN STATUS:** Enter anticipated design start Phases A and B, and Design Phase C (Construction Documents) completion dates.
7. **COURT FACILITIES STANDARDS COMMITTEE (CFSC):**
 - a. **DATE:** Enter date of last CFSC meeting in which the proposal was considered, if previously brought before the CFSC.
 - b. **CFSC STATEMENT:** The CFSC statement shall detail its concurrence or non-concurrence with the Project.
8. **IMPACT IF NOT PROVIDED:** Describe the manner and extent (including cost increases) to which mission accomplishment would be affected if Project was delayed or not authorized.

3-4 Estimated Design Data

A. Estimated Design- Construction Related Costs: Indicate itemized breakdown of total Construction cost. The breakdown shall include as a minimum, but is not limited to, the following:

- 1. A-E Contract Costs (SEE Chapter 13, Uniform Standards for the Payment of A-E for maximum COJ participation): \$ _____
- 2. All Other Design Consultants and Professional Service (Non-contract/ special inspections etc.) Costs: \$ _____
- 3. Cost of the Production of Plans and Specifications: \$ _____
- 4. Total Gen. Construction (Architectural) Cost: \$ _____
- 5. Total Mechanical/Electrical Construction Cost: \$ _____

- 6. **Construction Subtotal:** \$ _____
- 7. Site: (estimated / budgeted / actual cost) \$ _____
circle one

- 8. ***Construction / Site / Total :** \$ _____*

*financing costs not included

B. Anticipated Construction Start and Finish Dates: (Indicate anticipated months and years for construction start and finish):

- 1. Construction Start: (MM/YY)
- 2. Construction Finish (not substantial completion): (MM/YY)

3-5 Site and Master Plans

A. General: The Site and Master Plan attachments of the construction program documents are intended for validation of general lot size and building footprint, and nature of the proposed Project on 8 ½” by 11” paper. These pre-schematic graphic representations are conceptual (not detailed). These plans establish general limitations and locations of required site criteria. These pre-schematic plans are not for construction nor are they intended as a final design solution. The plans may be hand or computer drawn.

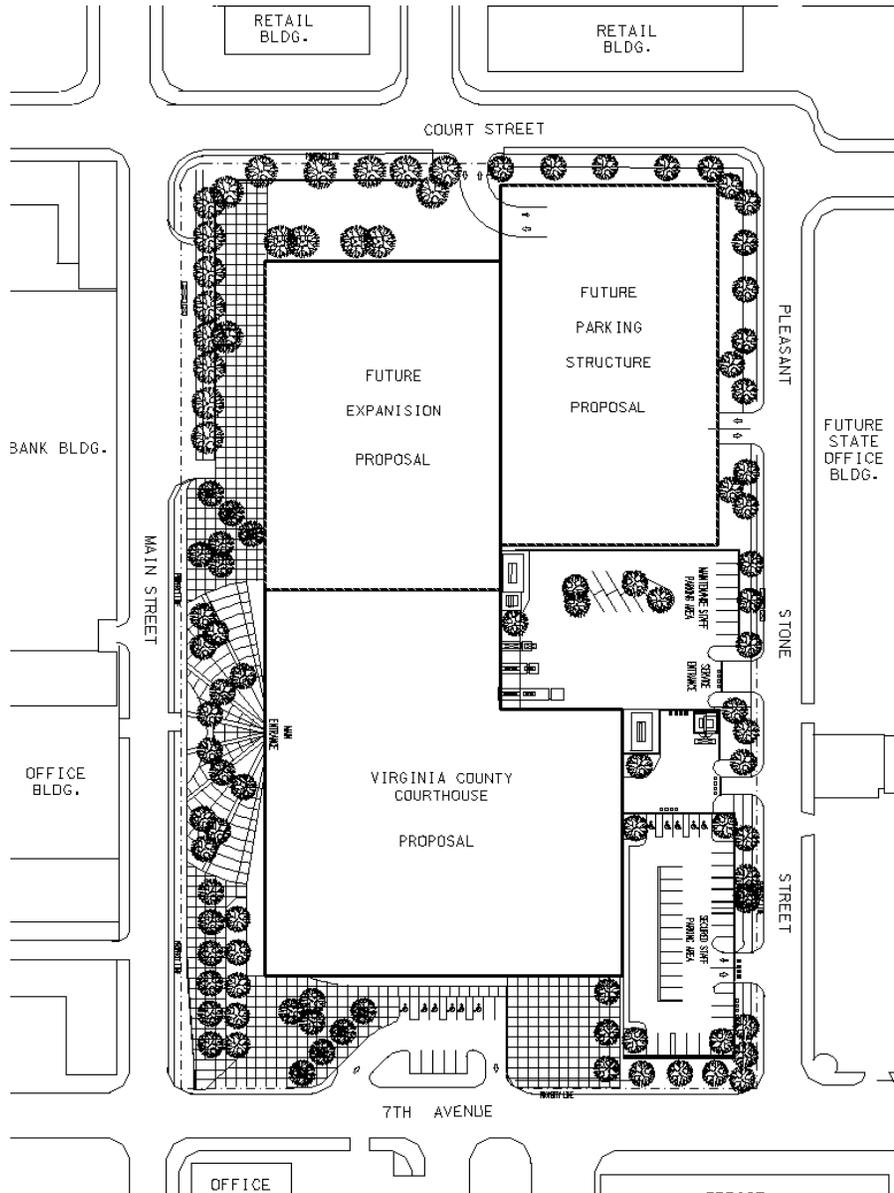
B. Site Plan Components

- 1. General site boundaries;
- 2. Existing adjacent structures;
- 3. Proposed new/additional primary facility;
- 4. Parking Areas;
- 5. Walks;

D. Master Plan Components

1. General Site Boundaries
2. Existing adjacent structures
3. Proposed and future new/additional Primary Facility(ies)
4. Proposed and future Parking Areas
5. Proposed and future Walks
6. Proposed and future Access Roads/Entrance Throats
7. Grounds

E. Master Plan Example



3-6 Project Scope and Project Programming Cost Estimates

A. General: The Department of Court Facilities (DCF) shall provide the PDB with a cost estimate attachment and shall detail all of the spaces within the primary facility and the required supporting facilities. This attachment shall list required facility components and existing facility components (if applicable) in accordance with AP Part X, Section II, Court Facilities Criteria.

B. Project Scope: The DCF shall, in compliance with AP Part X, identify any and all anticipated functional and non-function areas within the proposed primary facilities and all anticipated supporting facilities required for the Project. This document shall be used by the PDB and the design service provider to develop the facility.

C. Cost Estimate: The DCF shall provide to the PDB a programming cost estimate for the development of a COJ facility. This cost estimate shall be considered as the final approved budget and shall not be exceeded unless so authorized in accordance with AP Part X and the laws and statutes of the Commonwealth. The PDB shall direct the design service provider to design a facility that does not exceed the amount stated in the cost estimate.

Chapter 4. Environmental and Historical Consideration

4-1 General

The effects on the environment, as well as historical features, shall be considered for each capital Project. The minimum requirement for a Project to be included in a six (6) year Capital Plan shall be an Environmental Checklist and Record of environmental consideration. These assessments shall be completed for Projects receiving federal funds and shall also be completed for state-funded capital Projects. Supporting documentation should include an Environmental Assessment of the proposed work and operation of the facility. The environmental consideration for minor construction Projects may be accomplished with a checklist.

4-2 Professional Services

If required, professional service providers for environmental analysis may be funded with Project funds, if available and approved by the PDB and the AOC General Manager of Court Facilities. It is the responsibility of the PDB and the design team to complete necessary environmental documents.

4-3 Site Requirements

It is the responsibility of any property owner to ensure the property is free and clear of any and all known or anticipated adverse environmental issues.

4-4 Environmental Remediation

Any remediation required to render a site acceptable shall be accomplished prior to procurement for construction activities, unless approved or agreed otherwise by the PDB and the AOC General Manager of Court Facilities.

4-5 Environmental and Historical Consideration Process

The flow chart (Figure 4-1, on the following page) details the COJ environmental and historical consideration process:

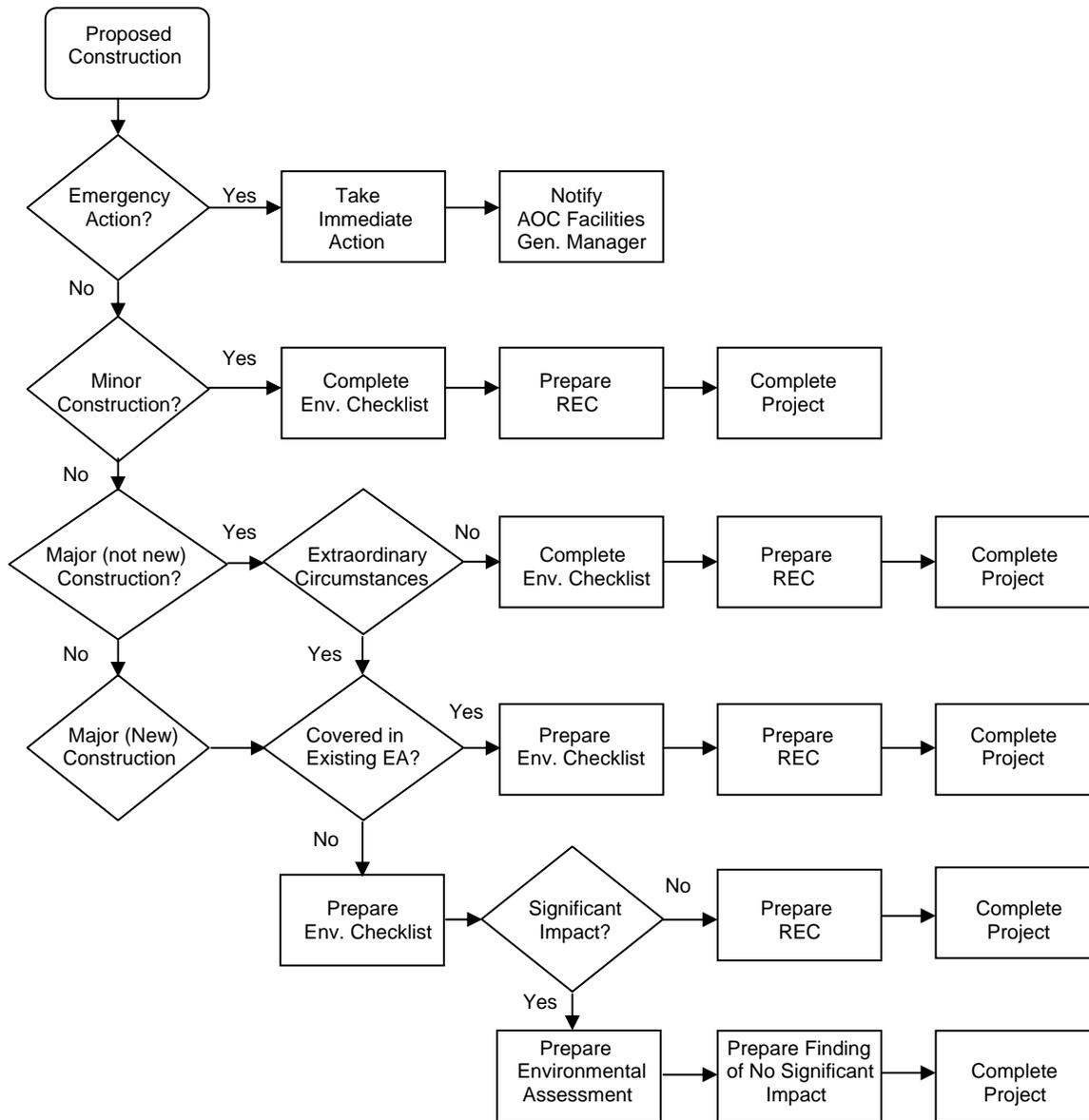


Figure 4-1. Court of Justice Environmental Consideration Process

4-6 Record of Environmental Consideration

A Record of Environmental Consideration is the COJ's official decision document in the environmental review process. It is a written record that an action has been appropriately analyzed and documented. The AOC shall be authorized to establish the details, format, and composition of a Record of Environmental Consideration on a form prescribed by the AOC.

4-7 Environmental Checklist

An environmental checklist documents that the environmental aspects of a Project were considered. The AOC shall be authorized to establish the details, format, and composition of an Environmental Checklist on a form prescribed by the AOC.

4-8 Environmental Assessment

An Environmental Assessment is a public document that provides sufficient analysis of an action to determine whether the action has, or has no, significant adverse environmental effects for a Project that uses federal funds for construction or has been determined by the AOC General Manager of Court Facilities as having a potential for a significant adverse environmental impact. Its purpose is to assist decision makers in understanding the environmental effects of proposed actions and alternatives. It provides information to determine whether any effects are significant enough to require alteration, relocation or termination of the Project. An Environmental Assessment shall be required to result in a Finding of No Significant Impact or shall articulate measures required to result in a finding of no significant impact. The AOC General Manager of Court Facilities shall be authorized to establish the details, format, and composition of an Environmental Assessment.

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Chapter 9. Public Meetings

9-1 General:

A. Statement of Policy.

The construction of court facilities is public business and shall not be conducted in secret. The exceptions provided for by Section 9-2 herein, or as otherwise provided for by law, shall be strictly construed.

B. Definitions:

As used in these rules, unless the context requires otherwise:

1. **Meeting** means all gatherings of every kind, including video teleconferences, regardless of where the meeting is held, and whether regular or special; or, casual gatherings held in anticipation of or in conjunction with a regular or special meeting.
2. **Project Development Board (PDB)** means the board created by the Kentucky COJ in the Rules of Administrative Procedure of the AP Part X, Construction Management (AP Part X) which acts as the agent of both the owner of a court facility and the AOC and consisting of county officials and elected or appointed officials of the AOC or the Kentucky Bar Association.
3. **Action taken** means a collective decision, a commitment or promise to make a positive or negative decision, or an actual vote by a majority of the members of the PDB.
4. **Member** means a member of the PDB and does not include employees or contractors of the PDB.
5. **Video teleconference** means one (1) meeting, occurring in two (2) or more locations, where individuals can see and hear each other by means of video and audio equipment.

9-2 Exceptions to Open Meetings.

A. Exceptions: All meetings of a quorum of the members of the PDB at which any public business is discussed or at which any action is taken by the PDB, shall be public meetings and be open to the public at all times, except as follows:

1. Initial consideration of submittals by professional service providers pursuant to the advertisement for professional services required by AP Part X;
2. Preliminary deliberations for decisions relating to the selection of professional service providers;
3. Deliberations by the PDB on the future acquisition or sale of real property by the local unit of government for the Project, but only when publicity would be likely to affect the value of a specific piece of property to be acquired for, or sold by, the local unit of government as relates to the construction of a court facility or court facility annex;
4. Discussions of proposed or pending litigation against, or on behalf of, the PDB;
5. Discussions or hearings which might lead to the appointment, discipline, or dismissal of a PDB member, or a professional or construction service provider;
6. Discussions between the PDB and a representative of a professional service provider and discussions concerning a specific proposal if open discussions would jeopardize the Project or PDB Executive Committee meetings;

7. That portion of a meeting devoted to a discussion of a specific public record exempted from disclosure under this Section. However, that portion of a PDB meeting shall not be closed to an employee of the Court of Justice; and,
8. Design committee meetings to discuss design issues to be presented at regular or special meetings.

B. Series of Quorum Meetings: Any series of less than quorum meetings, where the members attending one (1) or more of the meetings collectively constitute at least a quorum of the PDB and where the meetings are held for the purpose of avoiding the requirements of Section 9-1, shall be subject to Section 9-2. Nothing in this subsection shall be construed to prohibit discussions between individual members where the purpose of the discussions is to educate the members on specific issues.

9-3 Requirements for Conducting Closed Sessions.

The following requirements shall be met as a condition for conducting closed sessions:

1. **Notice** shall be given in a regular open meeting, of the following a) the general nature of the business to be discussed in closed session; b) the reason for the closed session; and, c) the specific provision of section 9-2 which authorizes the closed session.
2. **Closed Sessions** may be held only after a motion is made and carried by a majority vote in open, public session. The motion shall be in the format identified in 5. below.
3. **Final Action:** No final action may be taken at a closed session.
4. **Matters Discussed:** No matter shall be discussed at a closed session other than those publicly announced prior to convening the closed session.
5. **Confidentiality:** Conversations and comments among PDB members in a closed session shall remain confidential except as otherwise determined by the PDB to be made public.
6. **Motion Format:** "I hereby move to convene the PDB in a closed session for the purpose of (_____) as authorized pursuant to AP Part X, Chapter 9, 9-2 list applicable subsection authorizing the closed session."

9-4 Schedule of Regular Meetings to be Made Available.

All meetings of a PDBs shall be held at specified times and places which are convenient to the public, and a PDBs shall provide for a schedule of regular meetings as required in AP Part X, Chapter 11.

9-5 Special Meetings - Emergency Meetings.

A. Meeting Execution: Except as provided in this Section, special meetings shall be held in accordance with AP Part X, Chapter 11 and sections 9-2, 9-3 and 9-4 herein.

B. Authority to Call Special Meeting. The Chairperson, Vice-Chairperson or the AOC General Manager of Court Facilities may call a special meeting.

C. Notice of Meeting: The PDB shall provide written notice of a special meeting. The notice shall consist of the date, time, and place of the special meeting and the agenda. Discussions and action at the meeting shall be limited to items listed on the agenda in the notice.

1. Written Notice: As soon as possible, written notice shall be delivered personally, transmitted by facsimile machine or electronic mail (email), or mailed to every member of the PDB as well as each media organization which has filed a written request, including a mailing address, to receive notice of special meetings. The notice shall be calculated so that it shall be received at least twenty-four (24) hours before the special meeting.

2. Posting of Written Notice: The notice shall also be posted in a conspicuous place in the courthouse and in the building where the special meeting will take place at least twenty-four (24) hours before the special meeting.

3. Emergencies: In the case of an emergency which prevents compliance with the notice requirements herein, the PDB shall make a reasonable effort to notify the members of the PDB, media organizations which have filed a written request and the public of the emergency meeting. At the beginning of the emergency meeting, the Chairperson or Vice-Chairperson chairing the meeting shall briefly describe for the record the emergency circumstances preventing compliance. These comments shall appear in the minutes. Discussions and action at the emergency meeting shall be limited to the emergency for which the meeting is called.

9-6 Video-Teleconferencing of Meetings.

A. Authority: A PDB may conduct any meeting through video teleconference.

B. Notice of a video-teleconference shall be given. In addition, the notice of a video-teleconference shall:

1. Clearly state that the meeting will be a video-teleconference; and,
2. Precisely identify the video-teleconference locations as well as which, if any, location is primary.

C. Conference Materials. The same procedures with regard to participation, distribution of materials, and other matters shall apply in all video-teleconference locations.

D. Meeting Interruptions: Any interruption in the video or audio broadcast of a video-teleconference at any location shall result in the suspension of the video-teleconference until the broadcast is restored.

9-7 Minutes to be Recorded -- Open to Public.

The minutes of action taken at every meeting of any PDB, setting forth an accurate record of votes and actions shall be promptly recorded and such records shall be open to public inspection at reasonable times no later than immediately following the next meeting of the body.

9-8 Conditions for Attendance.

No condition other than those required for the maintenance of order shall apply to the attendance of any member of the public at any meeting of a PDB. No person shall be required to identify himself or herself in order to attend any such meeting. However, the PDB may restrict or otherwise disallow comments by members of the public who attend such meeting. All PDBs shall provide meeting rooms which insofar as feasible allows effective public observation of the public meeting. All PDBs shall permit news media coverage, including but not limited to, recording and broadcasting.

9-9 Enforcement by Administrative Procedure -- Appeal.

A. Complaints: A person shall submit a written complaint to the Chairperson or Vice-Chairperson of a PDB suspected of violation of this Chapter. The complaint shall state the circumstances which constitute an alleged violation and shall state what the PDB should do to remedy the alleged violation. The PDB shall determine within three (3) working days after receipt of the complaint whether to remedy the alleged violation and shall notify in writing the person making the complaint within the three (3) day period of its

decision. If the PDB makes efforts to remedy the alleged violation, efforts to remedy the alleged violation shall not be admissible as evidence of wrongdoing in an administrative or judicial proceeding. A PDB's response denying, in whole or in part, the complainants requirements for remedying the alleged violation shall include a statement of the specific rule or rules supporting the public agency's denial and a brief explanation of how the rule or rules apply. The response shall be issued by the Chairperson or Vice-Chairperson and shall constitute final PDB action.

B. Review of PDB Complaint Denial: If a complaining party desires to have a review of a PDB's denial, the complaining party shall forward to the AOC Office of General Counsel (OGC) a copy of the written complaint and a copy of the written denial within sixty (60) days of receipt of same. If the PDB refuses to provide a written denial, a complaining party shall provide a copy of the written complaint within sixty (60) days from the date the written complaint was submitted to the Chairperson or Vice-Chairperson. The OGC shall review the complaint and denial and issue within ten working (10) days a written decision which states whether the agency violated the provisions of these rules. In arriving at the decision, the OGC may request additional documentation from the PDB. On the day that the OGC renders a decision, a copy shall be mailed to the PDB and to the person who filed the complaint.

C. When the PDB Agrees to Remedy: If a PDB agrees to remedy an alleged violation pursuant to subsection B, and the person who submitted the written complaint believes that the PDB's efforts in this regard are inadequate, the person may complain to the OGC.

1. The person shall provide the following to the OGC:

- a. The complaint submitted to the PDB;
- b. The PDB's response; and,
- c. A written statement of how the PDB has failed to remedy the alleged violation.

2. Process: The adjudicatory process set forth in B. above shall govern as if the PDB had denied the original complaint.

3. Appeal: A party shall have thirty (30) days from the day that the OGC renders its decision to appeal the decision.

4. Failure to appeal in 30 days: If an appeal is not filed within the thirty (30) day time limit, the OGC's decision as to whether the PDB violated the provisions of these rules, shall have the force and effect of law and shall be enforceable in the circuit court of the county where the PDB is located.

D. Notification of Filed Actions: A PDB shall notify the OGC of any actions filed against that PDB in circuit court regarding enforcement of these rules.

9-10 Judicial Action

A. Jurisdiction: The circuit court of the county where the PDB is located shall have jurisdiction to enforce the provisions of these rules as they pertain to that PDB, by injunction or other appropriate order upon a petition filed by any person.

B. Actions Prior to Filing: A person alleging a violation of the provisions of these rules shall be required to exhaust his or her remedies before filing suit in a circuit court. He or she shall file suit within sixty (60) days from receipt of the written denial or, if the PDB refuses to provide a written denial, within sixty (60) days from the date the written complaint was submitted to the Chairperson or Vice-Chairperson.

C. Appeal: In a properly filed appeal of an OGC decision, the court shall determine the matter de novo.

D. Docket Precedence: Except as otherwise provided by rule of court, proceedings arising under this Section take precedence on the docket over all other causes and shall be assigned for hearing and trial at the earliest practicable date.

E. Court Authority: Any decision, resolution or other formal action of a PDB without substantial compliance with the requirements of this Chapter shall be voidable by a court of competent jurisdiction.

F. Prevailing Party: Any person who prevails against any PDB in any action in the courts regarding a willful violation of these rules may be awarded costs, including reasonable attorneys' fees, incurred in connection with the legal action. In addition, it shall be within the discretion of the court to award the person an amount not to exceed one hundred dollars (\$100) for each instance in which the court finds a violation. Attorneys' fees, costs, and awards under this Subsection shall be paid with Project proceeds by the PDB responsible for the violation.

9-11 Construction.

These rules shall not be construed as repealing any of the laws of the Commonwealth relating to meetings but shall be held and construed as those rules governing public meetings to be held by a PDB, a Court of Justice body created pursuant to AP Part X.

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Chapter 10. Court Facilities Standards Committee (CFSC)

10-1 General

The Court Facilities Standards Committee (CFSC) provides oversight for Court of Justice (COJ) Capital Projects. The CFSC members are appointed pursuant to KRS 26A.090(7), and has representatives from all three (3) branches of government. The CFSC direct and approve program, design, construction, and budgetary aspects of Projects authorized by the Kentucky General Assembly.

10-2 Topics for CFSC Consideration

Topics for CFSC consideration include, but are not limited to:

1. Phase A design cost estimate and financing approvals, which are required prior to authorization for a Project to proceed to design development, construction documents, and construction.
2. Construction Projects progress and financial status.
3. Project cost overruns for projects that exceed the budgeted scope of a General Assembly authorized Project or Project Pool which would result in an increased use allowance payment.
4. Other presentations or information pertinent to current or proposed Court facilities Projects may be submitted to and/or discussed at the discretion of the PDB Chairperson and/or the Chief Justice.

10-3 CFSC Composition

A. General: Pursuant to KRS 26A.090(7) the CFSC shall be comprised of the following members:

1. The Chief Justice of the Supreme Court of Kentucky or his or her designee;
2. The Director of the AOC;
3. The President of the Circuit Clerks' Association;
4. The Chairperson of the Senate Judiciary Committee of the General Assembly;
5. The Chairperson of the House Judiciary Committee of the General Assembly;
6. The Secretary of the Finance and Administration Cabinet;
7. One (1) judge of the Court of Appeals appointed by the Supreme Court;
8. One (1) judge of the Circuit Court appointed by the Supreme Court;

9. One (1) judge of the District Court appointed by the Supreme Court; and,
10. A County Judge/Executive appointed by the Governor.

B. Committee Chairperson: The Chief Justice or his or her designee is the CFSC chairperson for a term designated by the Chief Justice.

C. Advisory Committee Members:

1. The AOC Director of Budget and Policy;
2. The AOC General Manager of Court Facilities; and,
3. The AOC General Counsel or his or her designee.

D. Administrative Support: The AOC Department of Court Facilities (DCF) shall provide administrative support for the CFSC.

10-4: Duties and Responsibilities

A. CFSC

1. General: The duties and responsibilities of the CFSC are defined in accordance with KRS Chapter 26A. The CFSC authorizes Phase A (Schematic) designs of COJ facilities. The CFSC shall ensure that construction Projects are in compliance with AP Part X and the authorized scope and use allowance.
2. Construction Program Change Requests: The CFSC shall consider requests for changes and increases in scope and/or cost pursuant to AP Part X, Section I. Chapter 14. 4-2.E., as follows:
 - a. The CFSC shall disapprove, approve, or conditionally approve requests for changes of scope and/or costs that do not increase the authorized use allowance.
 - b. The CFSC shall disapprove, approve, or conditionally approve scope and/or cost increase requests and submit same, if approved, to the Capital Projects and Bond Oversight Committee if an increase or change exceeds the authorized use allowance.
3. Use Allowance Payment Authorization: The CFSC must concur with any construction or renovation contracted for any court facility after July 1, 1978, prior to the payment of any use allowance for capital costs as required by KRS 26A.107(2). Use allowance payments may not be issued until a Project is occupied by the Court of Justice.
4. Use Allowance Contingency Fund: KRS 26A.164(1) establishes a Court Facility Use Allowance Contingency Fund consisting of money appropriated in the Judicial Branch budget by the General Assembly. If the CFSC approves an increase in a budgeted use allowance, the COJ may agree to an increase in the authorized scope of a court Project/Project pool and may utilize the use allowance contingency fund to cover the increase.

B. The AOC Department of Court Facilities (DCF):

1. Support and Staffing: The DCF shall provide administrative support and staffing for the CFSC.
2. Review of Phase A Presentation Documents: The DCF shall review Phase A presentation documents for compliance with policies set forth in AP Part X, project program documents, and budget authorizations; and, distribute same to the CFSC. Said review shall be in coordination with the AOC Budget and Policy Director.
3. Execution of CFSC directives: The AOC General Manager of Court Facilities shall ensure that any directives made by the CFSC are executed.

C. The Owner should attend all CFSC meetings that pertain directly to the Owner's Project to verify community support, issues, and/or concerns.

D. The AOC Office of General Counsel shall advise the CFSC as to the legality of its proposals and actions.

E. The AOC General Manager of Court Facilities shall report to the CFSC as to the compliance of Projects with AP Part X and program authorizations, and any other issues which may adversely effect the Project, including real or anticipated deviations to AP Part X.

F. The Chief Justice has final authority for the approval or disapproval of any Project, Project components, and/or procedures.

10-5 CFSC Meetings

A. General: The CFSC meetings are open to the public. Notice of these meetings shall be published on the Court of Justice web site.

B. Schedule: The CFSC shall meet quarterly as follows:

1. Meeting Dates: The 1st Friday of January, April, July, and October of each year in which a Project is being constructed.
2. Chief Justice's Authority: The Chief Justice may scheduled additional meetings and/or may cancel or postpone a CFSC meeting at his or her discretion.

C. Procedures:

1. Rules: The CFSC meetings shall be conducted in accordance with Roberts Rules of Parliamentary Procedure. Phase A presentations by representatives of an existing or proposed Project shall be requested to be made no less than thirty (30) calendar days prior to the meeting in which the presentation will be made; and, shall not be considered unless included in the agenda prepared by the DCF. This request shall be made, in writing, to the DCF.

2. Topics: Topics to be presented to the CFSC shall be limited to Phase A presentations and project status reports for existing and proposed Projects. Other topics may be submitted to and/or discussed at the discretion of the CFSC Chairperson and/or the Chief Justice.

3. Phase A presentation materials shall be prepared by the design service provider in accordance with AP Part X, Chapter 14, Section 7, A.6. Four (4) copies of the Phase A presentation materials shall be submitted to the DCF for review no less than twenty-one (21) days prior to the scheduled CFSC meeting. The DCF shall advise the design service provider of any deficiencies in the material no less than five (5) calendar days following the submittal. The design service provider shall provide thirty (30) copies of DCF approved Phase A materials no less than ten (10) days prior to the scheduled meeting.

4. Project Status Reports shall be prepared by the A-E service provider. Thirty (30) copies of each Project Status Report shall be provided to the DCF no less than ten (10) working days prior to a quarterly CFSC meeting.

D. Minutes: Minutes of each CFSC meeting shall be taken by the DCF staff and distributed to the CFSC members prior to the next scheduled meeting and shall be reviewed and approved by the CFSC at the beginning of the next scheduled meeting. Additionally, CFSC meetings shall be recorded either electronically or by court reporter.

Chapter 11. Project Development Board (PDB)

11-1 General:

The Project Development Board (PDB) acts as the Owner's and the Court of Justice's (COJ's) agent during the development of COJ Projects funded all or in part by the COJ. The composition, authority, responsibilities, and actions of the PDB are mandated and detailed in this Section, and throughout AP Part X, Section I, as indexed in 11-7 below. The PDB shall not act as the Public Properties Corporation.

11-2 PDB Formation:

A. Notice to Proceed: The Chief Justice shall issue a written Notice to Proceed to the Owner and the AOC Director, that the Project may proceed. No Project or PDB activity shall be permitted to proceed without this official written notice.

B. Upon receipt of the Notice to Proceed, the Owner and the AOC shall establish the PDB and authorize its actions in accordance with AP Part X. The PDB shall be composed of members identified in Paragraph 11-3 and shall assemble as directed by the AOC General Manager of Court Facilities for PDB orientation & training. The Owner shall publicly advertise an initial public meeting notice on behalf of the PDB. The PDB shall hold its first formal meeting with the following minimum agenda: (1) elect the PDB Vice-Chairperson; (2) establish subsequent regular meeting schedules; and, (3) identify PDB tasks, duties and responsibilities to the Project with the guidance of the AOC General Manager of Court Facilities. The Owner shall document the establishment of the PDB in the Owner's record.

C. PDB Orientation and Training: Upon issuance of a Notice to Proceed and prior to conducting business, members of the PDB shall attend an orientation scheduled and conducted by the AOC General Manager of Court Facilities and/or his or her designee(s). This Orientation shall inform PDB members of the requirements of AP Part X, the budget and scope of the authorized Project, and other matters relating to duties and responsibilities of the PDB. PDB members that may serve on more than one PDB shall attend at least one of the Project Orientation Programs for which they serve.

D. Initial Meeting of the PDB: After completion of Orientation and Training, the PDB shall conduct its initial formal meeting at the existing local courthouse in a room suitable for accommodating the PDB and the general public. Subsequent PDB meetings, regular or special, shall be held at a suitable time, date, and location as may be determined by the PDB, with adequate accommodations to serve the public and to conduct the business of the Project.

E. Public Notice: The PDB shall provide public notice of the approved regular meeting schedule. This notice is required to be published once, provided the regular schedule is maintained. Any special meetings shall require a minimum public notice of twenty-four (24) hours by either courthouse posting or local public broadcast.

11-3 Project Development Board Composition:

A. General: The PDB is composed of nine (9) members identified in B. below, who oversee development of a COJ Project.

B. PDB Members:

1. The Owner's highest elected official (e.g., County Judge Executive, Mayor, etc.).
2. One sitting member from the Owner's governing body (e.g., fiscal court, city council, etc.). This member shall be determined as follows:
 - a. Appointed by the owner's highest elected official; or,
 - b. If the owner's highest elected official waives the right to appoint this member, the governing body shall elect this member among themselves by simple majority vote or consensus agreement.
3. The County's most senior (by local term) Circuit Court Judge.
4. The County's most senior (by local term) District Court Judge.
5. The County's Circuit Court Clerk.
6. The AOC Director or his or her designee by appointment or proxy.
7. An At-Large appointee designated by the AOC Director.
8. The designee of the Executive Director of the Kentucky Bar Association.
9. The AOC General Manager of Court Facilities or his or her designee. This member shall be a non-voting member except as described in F. below.

C. Quorum: Five (5) members shall be present to meet in quorum.

D. PDB Chairperson: The PDB Chairperson shall be the Owner's highest elected official. In the event that the Owner's highest elected official resigns and/or refuses to serve, the PDB Vice-Chairperson shall assume the duties of PDB Chairperson.

E. PDB Vice-Chairperson: The PDB shall elect from its membership a Vice-Chairperson who shall act as Chair in the absence of the PDB Chairperson.

F. AOC General Manager of Court Facilities: The AOC General Manager of Court Facilities or his or her designee(s) shall act as a quorum-making member and shall become a voting member in the absence of a PDB quorum and/or in the event of a tie vote.

In the absence of the Chairperson and Vice-Chairperson, the AOC General Manager of Court Facilities may act as Chairperson to conduct the meeting.

G. Advisory PDB Members:

1. An attorney from the AOC Office of General Counsel;
2. The AOC Director of Budget and Policy or his/her designee; and,
3. The AOC Project Coordinator.

H. Provisions for Special Circumstances:

1. Absence, Resignation or Nonparticipation of PDB Members: When a PDB member chooses not to serve on the PDB, the AOC Director shall appoint the member's replacement, or choose not to fill that position. Absence of a PDB member from three (3) consecutive PDB meetings may be considered as non-participation and the PDB may request the AOC Director to replace that member. Any appointing authority who does not appoint a member to the PDB within 30-days of the Notice to Proceed may forfeit the appointment authority to the AOC Director.

2. Absence Due to Prolonged Illness or Convalescence: When a prolonged illness or other specific hardship requires a PDB member to be absent for greater than three (3) monthly meetings, that PDB member's appointing authority may, with the approval of the AOC Director, appoint a designee to fulfill the absent member's obligation until that member is of sufficient health or otherwise able to attend PDB meetings. The AOC Director and the AOC General Manager of Court Facilities may determine that the Project is not adversely affected by the absence/vacancy and await the member's return to service.

3. Unprofessional and/or Obstructionist Conduct: A sitting PDB member whose conduct is determined by the AOC General Manager of Court Facilities, the AOC Director, and/or a majority vote of the PDB, to be unprofessional and/or obstructionist, may be replaced by the AOC Director. Unprofessional and/or obstructionist conduct includes, but is not limited to, seeking to exceed the Project's authorized scope and/or budget or otherwise defy the COJ requirements of AP Part X.

4. Failure of PDB to Perform Required Duties and Responsibilities: Failure of the PDB to fully execute the Project in accordance with AP Part X in a timely, diligent, and effective manner may result in the Chief Justice's termination of the PDB. The Chief Justice may authorize the AOC General Manager of Court Facilities to direct and complete the Project.

5. Expiration of term: Any elected official whose term ends during service on the PDB shall be replaced by the next elected holder of that office. Appointed positions served by an elected office (i.e. Magistrate), whose term ends during service to the PDB shall be replaced in the same manner as noted in 11-3.B.

I. Executive Committee: The Executive Committee shall be comprised of the following PDB Members:

1. The PDB Chairperson; and,

2. The AOC General Manager of Court Facilities. The AOC General Manager of Court Facilities shall consult with the AOC Director of Budget and Policy prior to acting on matters that will affect the financial status of the Project.

11-4 Duties and Responsibilities.

A. General: The PDB shall conduct business monthly, typically in a regularly scheduled meeting (e.g., 1st Tuesday each month), at the same location, unless the PDB is awaiting services (e.g., appraisals, plans, and the like) and/or there is no critical business to be addressed (e.g., pay applications, processing, and the like). Individual members may telephonically attend meetings if personal attendance is not possible (e.g., member is out-of-state). Likewise, the PDB shall be permitted to conduct meetings via video-teleconferencing at such locations where the general public may also attend. If necessary, executive committee meetings may be conducted through video-teleconferencing and/or telephonically. The PDB may, upon written permission from the AOC General Manager of Court Facilities, form from its members a Design and Construction Sub-Committee to execute specific duties authorized by the PDB.

B. PDB:

1. Selection of Service Providers: The PDB shall execute and oversee the selection of all professional service providers in accordance with AP Part X; and, shall oversee the service providers' progress and products to ensure compliance with the approved program documents and AP Part X.

2. Proceedings: The PDB shall ensure that proceedings of the PDB are conducted in accordance with the following:

- a. PDB Meetings are open to the public in accordance with AP Part X, Chapter 9. The PDB shall hold all votes in the public forum.
- b. Closed session of the PDB shall be held in accordance with AP Part X, Chapter 9.
- c. Conversations and comments among PDB members in a closed session shall remain confidential except as otherwise determined by the PDB to be made public.

3. Meeting Format:

a. Agenda: An agenda shall be established by the Chairperson with assistance from the AOC Project Coordinator.

b. Distribution of Agenda: Participants and interested parties of a regularly scheduled meeting shall be provided an agenda by the Chairperson at least five (5) business days prior to the meeting. The agenda shall include the following information, at a minimum:

- I. Date and time of meeting;
- II. Location of meeting;
- III. Purpose of meeting (e.g., regular meeting, special meeting, etc.);
- IV. Issues to be addressed;
- V. List of known individuals who will speak; and,
- VI. Contact person(s).

c. Minutes:

I. A person who is familiar with documenting official meetings shall be appointed to record minutes for each meeting. After the meeting, the recorder shall draft the meeting minutes in the format identified below, and shall forward the minutes to board members and the AOC Project Coordinator within five (5) business days.

II. The format for minutes of PDB meetings is as follows:

- a. Name of the Facility (e.g., Virginia County Judicial Center);
- b. "Project Development Board Minutes";
- c. Date/Time;
- d. Meeting place;
- e. Attending PDB Members by roll call;
- f. Absent PDB Members;

- g. Attending persons related to the Project (e.g., Architect, Financial Advisor, Construction Manager, Judicial Officials, State and Local Officials, speakers, and the like, however the public shall not be required to give names);
- h. Record of discussion topics, events and actions, including motions, seconds, votes, discussions, and the like; and,
- i. A roster of all others who attended the meeting (excluding the public) including name, who they are representing (if applicable), and other information as deemed necessary.

III. Amendments of Minutes: Amended minutes shall be approved by the PDB.

IV. Payment Requests: A request for payment shall not be presented to the PDB for approval without prior approval of the AOC Director of Budget and Policy.

4. Voting: The PDB shall vote on all matters pertaining to the Project. Such votes shall be recorded and reflected in the record of the proceedings.

5. Administrative Support: The Owner shall provide primary administrative support for the PDB. The PDB may procure administrative services at a cost to the Project as deemed necessary and reasonable by a vote of the PDB and as approved by the AOC Director of Budget and Policy. The statement for administrative support services shall be detailed as to the services provided for the PDB and the time spent performing the services.

6. Coordination and Approval of Project Public Events: The PDB shall coordinate and request approval from the AOC Director or AOC General Manager of Court Facilities for scheduling of any and all plans related to public events regarding the Project. This shall include, but is not limited to, the ground breaking ceremony, public hearings, and Grand Opening/Dedication. Coordination and requests for approval of such events shall be made with, or requested from, the AOC General Manager of Court Facilities. Anticipated costs associated with a Project public event shall be submitted to the AOC Director of Budget and Policy for review and approval prior to finalization of plans for the event by the PDB.

7. Facility and Facility Component Names:

a. Naming of the Facility: The PDB may submit a proposed name of the facility for approval, denial or modification to the AOC General Manager of Court Facilities. The proposed name shall clearly and concisely identify the facility as one which houses the COJ. Examples include: "Virginia County Judicial Center", "Virginia County Justice Center", "Virginia County Courthouse" (if no other courthouse exists), "Virginia County Hall of Justice", "Virginia County Court of Justice", etc.

b. Names of Honoraria: Generally, names of individuals in honoraria shall not be considered by the PDB in the proposed name of the facility. Under special and unique circumstances, the PDB may make a special appeal for naming a facility in honoraria, in writing, to the AOC Director, for consideration and approval by the Chief Justice. Consideration for proposed building names of honoraria shall be limited to local persons who have statewide and/or national prominence.

c. Names of Rooms within Facility: The PDB may name components within a facility (e.g., courtrooms, hearing room, conference areas, etc.) in honoraria after local and statewide persons of prominence, with the approval of the AOC Director and the concurrence of the Chief Justice.

d. The COJ, through the AOC General Manager of Court Facilities, reserves the right to approve, deny, modify, or assign COJ facility names.

8. Record of Proceedings: The chairperson of the PDB shall maintain a PDB/Project file in the administrative offices of the Owner. Written minutes of each meeting or proceeding shall be

provided to all PDB members, to the Owner, the AOC Department of Court Facilities and the AOC Department of Budget and Policy. The minutes shall be a written transcription following the format for minutes located in Paragraph 11-4.B. herein. The minutes shall be maintained in the Project file.

C. Extraordinary Expenses: Extraordinary expenses of the PDB must be pre-approved by the AOC Director of Budget and Policy. Additionally, prior to authorization of payment for extraordinary expenses by the PDB, the PDB must obtain approval from the AOC Director of Budget and Policy. An invoice for extraordinary expenses shall be submitted to the AOC Director of Budget and Policy for review and approval within forty-five (45) days of the expense having been incurred. Failure to comply with this requirement may result in a denial of reimbursement.

D. The Executive Committee shall be authorized to direct, monitor, and act on behalf of the PDB on all matters of Project administration, finance, design and construction between regular PDB meetings for extraordinary circumstances. It shall make necessary decisions between regularly scheduled PDB meetings that may impact design schedules or construction schedules and/or financial matters to promote the Projects progress or contractual obligations. Actions taken by the Executive Committee carry the same weight and authority as the PDB. Actions taken by the Executive Committee shall be presented in writing to the PDB at the following regularly scheduled meeting for inclusion into the minutes. Executive Committee business may be conducted telephonically or otherwise and shall not require public notice.

E. The Chief Justice retains complete authority for approval or disapproval of Projects, Project designs, Project components, and/or procedures. This includes the authority to terminate, assign, appoint or reassign PDB Members and/or to direct and complete Projects in the best interest of the COJ.

F. The Director of the Administrative Office of the Courts is the executive head of the AOC and retains complete authority over the AOC General Manager of Court Facilities, the AOC Director of Budget and Policy, the Department of Court Facilities, the AOC Office of General Counsel, and all other employees of the AOC.

G. The AOC General Manager of Court Facilities and/or his or her designee shall act as a facilitator and shall advise the PDB as to the proper policies and procedures regarding facilities management matters. The AOC General Manager of Court Facilities and/or his or her designee(s) executes and enforces the provisions of AP Part X and conducts mandatory Training and Orientations for PDB members prior to any action by a PDB member for a Project. The General Manager of Court Facilities acts on the behalf of the AOC Director and the Chief Justice in all facilities matters related to the enforcement of AP Part X and COJ Projects.

H. The AOC Director of Budget and Policy shall oversee all financial matters pertaining to Court of Justice Capital Construction Projects.

I. AOC Office of General Counsel may provide general advice to the PDB relating to the legality of their proposals and actions as it may relate to AP Part X and the PDB's duties and responsibilities to the COJ. No legal representation in any court and/or court action may be provided by the AOC or an attorney employed by the AOC.

J. Legal Services: All general legal actions and/or general legal transactions required by the PDB shall be provided by the Owners legal representative (e.g., County Attorney) and shall not be reimbursable to the Owner or directly payable (e.g. property transfers, condemnation proceedings, contract review, arbitration, mediation, the mitigation of circumstances which may lead to legal actions, and the like.).

The PDB shall provide evidence that extraordinary legal services are required by an outside attorney on behalf of the Project to the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, with consultation with the AOC Office of General Counsel, for prior approval. These costs shall be provided through the Owner and may be supported from Project funds to the extent those funds are available within the budget and the fees charged meet the Commonwealth's standard reimbursement rates for legal services.

K. The AOC Project Coordinator shall advise the PDB as to the proper procedures and policies regarding the Projects design and construction. The AOC Project Coordinator may be designated by the AOC General Manager of Court Facilities to act on his or her behalf during PDB meetings.

11-5 Public Hearing:

A. General: Public hearings are special hearings specifically required for public input, interaction, and reaction at certain milestones of the Project. This is not a regular scheduled meeting even though it may fall on a regular scheduled meeting time, date, and location. The PDB shall execute a public hearing during Phase A Design Services. This hearing may include site selection topics, as detailed in Chapter 12, and shall serve to inform the public about the Project and related issues, which may include, but is not limited to, the following:

1. Role and importance of facility in the community;
2. Historical concerns;
3. Environmental concerns;
4. Scope of the Project (e.g., scope (sf), number of floors, etc.);
5. Explanation of the Project development process;
6. Discussion regarding site selection;
7. Proposed Concept of Design, and
8. Questions, concerns and comments.

B. Documentation: Written minutes of the public hearing shall be recorded and placed in the Project file in the Owner's administrative office.

C. Actions and Responses: The PDB shall consider taking action as a result of questions, concerns, and comments voiced during the public hearing, to include written responses to individuals and organizations, if directed by the PDB or advised by legal counsel.

D. Public Notice for any required public hearing shall be advertised in the local newspaper. It shall be printed twice in consecutive publications. The hearing shall be held no sooner than seven (7) days after the first published notice nor more than fourteen (14) days after the last published notice.

Sample Public Notice

The (County Name) Project Development Board has scheduled a Public Hearing on the proposed Court of Justice Facility for (City, County) for (Day); (Date); (Location) and (Time). Details of the proposed Project are available for inspection at the office of (Owner) (Address), between (AM) and (PM) through (Date). Property Owners who desire that their properties be considered for the proposed facility are encouraged to tender plats of their property(ies), asking price(s), and statements of any known historical or environmental concerns. Oral or written comments may be presented at the public hearing.

Figure 11-1

11-6 Project Development Board Term:

The PDB shall remain in effect until final payment has been made to the design service provider and the construction service provider. After Project completion, the management of the facility shall be executed in accordance COJ policy and guidance. The Owner and the AOC General Manager of Court Facilities shall manage the new facility cooperatively with the AOC procedures currently used with the Owner.

Chapter 12. Site Procurement

12-1 General

It is the intent of the Court of Justice (COJ), whenever feasible, to develop, operate and maintain a facility at or near the cultural center of the County in which it serves. Ideally, a new COJ facility will be located adjacent to or very near the facility it replaces. The location of the site should maximize the facility's visual presence in the community and facilitate accessibility from a main public thoroughfare. The following outlines the procedures required to solicit and obtain a site.

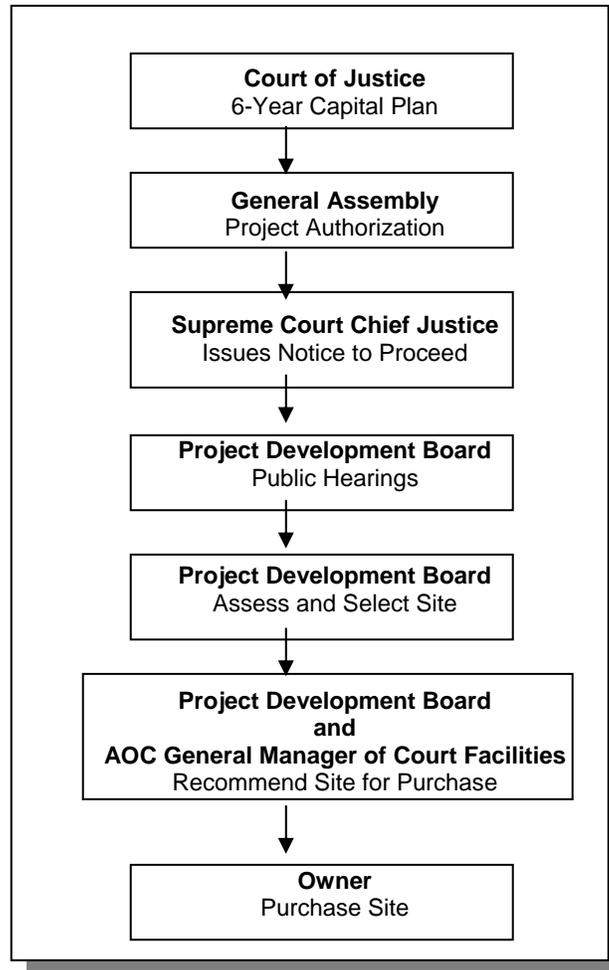


Figure 12-1 Site Procurement Process

12-2 Types of Procurement:

A. Procurement Process Prior to Project Authorization:

1. General: Any property procurement by a local unit of government (the Owner) prior to General Assembly authorization of a Project and the Notice to Proceed issued by the Chief Justice shall be subject to the procedures stated herein. Procurement of a site by a local unit of government does not guarantee that the site will be selected by a PDB and that the local unit of government will be reimbursed. Any site procurement for Court of Justice (COJ) Projects that have been authorized by the General Assembly shall be executed by a PDB with consideration of the processes and procedures required by AP Part X, Section I.

2. Authorized Costs and Reimbursements: All costs associated with real estate procurement for Judicial Center development prior to General Assembly authorization and the Chief Justice's issuance of the Notice to Proceed shall be at the risk and full expense of the Owner. Should a PDB deem a site or sites procured by an Owner to be the best and most appropriate site for the development of a COJ Project, reimbursements may only be made for costs authorized by AP Part X, Section I. Reimbursement to an Owner shall comply with the provisions in Paragraph 12-7.B. herein and Chapter 18-6.

B. Procurement After Project Authorization: After a Project has been authorized by the General Assembly, the Chief Justice has issued a Notice to Proceed, and a PDB has been created, the PDB shall follow the site selection procedure described herein. A PDB shall not procure any property or site that has not been evaluated in accordance with the provisions stated in this chapter. At the conclusion of the required public hearing(s) for site procurement, the PDB shall not be required to evaluate or consider other sites. However, if the PDB determines that the public hearing(s) produced no suitable site, the PDB may elect to continue to seek the most appropriate site via public or private general solicitations.

12-3 Site Requirements

A Program Document issued by the AOC Department of Court Facilities shall identify the site requirements for a Project, which shall be provided to the PDB at its orientation and training.

The AOC General Manager of Court Facilities shall have the authority to consider and approve waivers from specific site attributes identified in the program document.

12-4 Site Selection

A. General: The PDB shall select a suitable site that adequately supports the primary and supporting facilities and budget requirements detailed in the program document. Except for design activities related to site analysis and evaluation, design services shall not proceed unless a site has been selected and the transfer of title is imminent.

B. Public Hearing:

1. General: The PDB shall discuss issues relating to site procurement at a public hearing. At the discretion of the PDB, the public hearing for site selection may be held in conjunction with the regularly scheduled PDB meeting. The public hearing for site issues shall be conducted in accordance with this Section.

2. Hearing Composition:

a. Agenda: Items discussed at the public hearing shall include, but not be limited to:

I. Proposed scope of the Project (e.g., scope (sf), number of floors, etc.);

II. Site selection discussion:

I. If the Owner has a site to offer for consideration it shall be discussed publicly to determine whether any further call for property is required. If further call is determined to be necessary, the PDB shall issue a public and open call for private or public property owners to offer property for consideration. All offers shall require plat or deed description, address of property, and a written statement of the asking price.

ii. Establish a date/time deadline and location for all offered properties to be submitted to the PDB for consideration.

iii. Environmental issues related to offered properties may be required to be addressed by the owner and may effect the PDB considerations for such properties.

III. Explanation of the Project development process,

IV. Receive site proposals, and present for open discussion (if the public notice included open call for property); and,

V. Questions, concerns and comments.

b. Documentation: Minutes of the public hearing shall be made and placed in the Project file at the local agency and forwarded to the AOC General Manager for Court Facilities.

c. Public Notice: If the PDB wishes to conduct a separate public hearing regarding the site, it shall issue a separate public notice of a public hearing utilizing the example below.

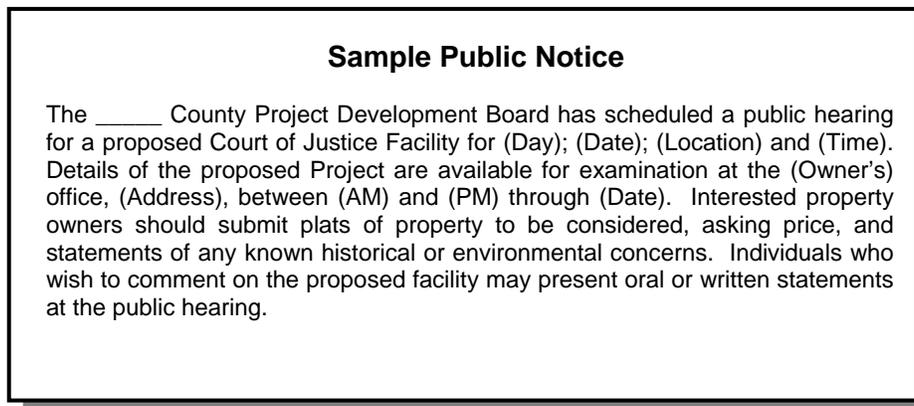


Figure 12-2 Sample Public Notice

C. Preliminary Site Assessments: The PDB may perform, or may direct the PDB-selected design service provider to perform, a preliminary assessment of any and/or all sites submitted at the public hearing. The assessment shall include, but is not limited to, the following:

1. Identification of potential sites, which may suit the needs of a proposed COJ facility;
2. Review the asking price and the PVA assessed value of potentially suitable sites; and,
3. Identification of any potential environmental and/or historical issues.

D. Final Site Assessment:

1. General: Upon completion of the preliminary site assessments, the PDB shall determine and prioritize the most suitable and appropriate site(s). Upon prioritization, the PDB shall execute a final site assessment of up to three (3) of the most suitable and appropriate sites in accordance with the following:

- a. Site location/description of site;
- b. Size of site (length, width, area);
- c. Current uses of property;
- d. Owner(s);
- e. Current uses/condition of adjacent properties;
- f. Identified and suspected environmental concerns;
- g. Historical concerns;
- h. Demolition requirements;
- i. Storm water issues;
- j. Flood plain issues; and,
- k. Existing utilities/services.

3. Scaled Drawing(s) (with files on AutoCad) of site, when available or required by the PDB for graphic clarification.

4. Alternatives considered;

5. Appraisal of Site(s). The COJ recognizes only appraisal values determined by an Appraisal Institute certified MAI appraiser. Only MAI appraisals are considered as a Project expense, provided the site meets criteria for such evaluation as approved by the AOC General Manager of Court Facilities. The PDB may expend Project funds to execute one MAI appraisal for each property site. Under certain conditions (e.g., existing ownership by local unit of government) values may be determined as described in Paragraph 12-7.B. below;

6. PVA values of site; and

7. Asking price of site.

E. Negotiations for Properties: The PDB may negotiate a tentative property price and seek options with the property owner(s). Property price shall not exceed the MAI appraised value. Should the property owner(s) desire a price greater than the MAI appraisal, the PDB may recommend condemnation of the property.

In the negotiations for property, the PDB may not agree to include in the purchase price the amount of any unpaid property taxes. Further, the PDB may not agree to the reimbursement of relocation costs of any business or other dislocated party.

Exceptions to these provisions must be approved by the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.

F. Property Offered For No Compensation: Public or private property owner(s) may present to the PDB that they wish to donate (transfer ownership) for a COJ facility. Such sites shall be considered by the PDB on an equal basis so that the best site for a COJ Facility is acquired. Documentation of such transfers for non-government entities or individuals may reflect the asking price so long as it does not exceed a fair market consideration, for tax purposes.

G. Non-Tendered Site(s): Should no suitable or appropriate site be tendered to the PDB, the PDB shall consider and assess other suitable and appropriate sites. Assessments of these sites shall be conducted in accordance with Paragraphs C. and D. above in order to determine the most suitable and appropriate site. The PDB may negotiate and seek options with the property owner(s) for a price that does not exceed the MAI appraised value in accordance with Paragraph E. above. Should the owner(s) fail to accept an MAI appraised value and desire a greater price, the PDB may recommend condemnation of the property.

H. AOC Approval of Site: Prior to PDB presentation and recommendation of a site(s) to the Owner for procurement, the PDB shall submit the proposed site(s) to the AOC General Manager of Court Facilities. The AOC General Manager of Court Facilities shall either approve or deny any or all site(s) considered by the PDB based on site compliance with COJ criteria and/or whether the site does not support program requirements and Project budget. The AOC General Manager of Court Facilities shall review data from the preliminary and final site assessments and shall determine if the site(s) meet COJ criteria and program requirements.

I. Proposal and Recommendations to Owner: Upon PDB and AOC General Manager of Court Facilities approval of proposed site(s), the PDB shall tender the proposed site(s) to the local unit of government (Owner) for purchase.

12-5 Procurement of Privately Owned Property: Upon completion of the above detailed procedure, recommendation of the PDB, and approval by the AOC General Manager of Court Facilities, a suitable, privately owned site may be purchased by the Owner with Project funds which have been authorized by the General Assembly.

12-6 Condemnation of Property: Should the procurement process and negotiations fail to procure a suitable site and/or a suitable site for a fair and reasonable price, or the price exceeds MAI appraised value, the PDB may recommend to the owner that condemnation actions be initiated. The owner shall initiate and execute the condemnation process. Costs associated with the condemnation, excluding fees for legal services provided by the county attorney, which have been deemed necessary by the PDB and the AOC General Manager of Court Facilities and AOC Director of Budget and Policy may be reimbursed to the local unit of government.

12-7 Procurement of Publicly Owned Property

A. General: Suitably sized and located, publicly-owned property may be designated for the development of a COJ facility upon the recommendation of the PDB and with the approval of the AOC General Manager of Court Facilities, in accordance with this chapter. Titles and necessary legal documentation shall be executed so the ownership of the property are deeded to the Project as identified in the MOU.

B. Compensation for Property:

1. Reimbursement: The PDB and the AOC Director of Budget and Policy may approve total or partial reimbursement to the Owner for publicly owned property.

2. Reimbursements shall not:

- a. Exceed any MAI appraised value of property; or,
- b. Use any funds necessary to complete design and construction of the facility.

3. Recently Procured Property: Financial arrangements authorized and made for reimbursement for property procured within six (6) years preceding legislative authorization shall be limited to:

- a. Actual site procurement/purchase costs that do not exceed any MAI appraised value; and
- b. Any actual interest costs and/or interest earnings, at a reasonable and legal rate as may be approved and established by the PDB and the AOC Director of Budget and Policy.

4. Non-Recently Procured Property: Financial arrangements authorized and made for reimbursement for property procured greater than six (6) years prior to legislative authorization and financial arraignments shall be limited to actual site procurement costs, plus an annual calculated appreciation factor associated with current/local fair market investment interest rates, however under no circumstance shall the cost plus appreciation exceed any MAI appraisal value of the property.

Chapter 13. Uniform Standards for the Payment of Architectural-Engineering (A-E) Services

13-1 General

A. Contract Fees and/or Payments: Any contract fees and/or payments to the A-E for design and design-related services shall be limited to, and regulated by, the maximum fees and other payment services as defined in AP Part X. This chapter shall govern all fees and fee calculations contained in any executed contract, written or otherwise represented, which is contrary to this chapter and the fee schedule published herein. Hourly rates negotiated and written into any executed contract shall not be contrary to reasonable and accepted standards of the profession or duties associated with the hourly rate.

B. Requests for Payments shall be submitted to the Project Development Board (PDB) on an Invoice for Architectural Services as required by this Rule.

C. A-E Fees are established by the authorized construction costs and the maximum fee schedules as stated in this Rule. Any modification to the A-E fee shall require authorization by the PDB, and the approval of the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, in accordance with provisions stated herein (e.g., change orders, additional services, long duration construction). When applicable, A-E fee calculations shall include consideration of the construction management service fee as a construction expense to the Project.

D. A-E Payment Requests: A-E's shall use the AOC former titled A-E Invoice for Services (See Appendix C, for submission of payment requests to the PDB and the AOC. The A-E Invoice for Service shall be the only recognized and acceptable invoice form.

E. Identification of Services Provided: The PDB shall require from the A-E to provide itemized details of additional claims, payments, or services. The itemized, breakdown, breakouts, or delineation of services or claims of service shall be provided to the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, at their discretion, to ensure proper payments are paid or withheld.

F. Additional Services or Service Claims: All additional services or service claims shall be addressed contemporaneously with the event and approved or denied by the PDB. All claims shall be considered within 30 days of the event or they shall be void and rejected with prejudice by the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy. Claims made on a timely basis and properly submitted in writing to the board may be rejected with or without prejudice. Those claims rejected without prejudice may be resubmitted at a future date.

G. Notice of Legal Action: Any claimant, contractor, sub-contractor, supplier or service provider inclusive of the A-E shall give written notice to the PDB, AOC Director, the AOC General Counsel and the AOC General Manager of Court Facilities of any and all legal actions to be taken or imminent. This includes but is not limited to mechanic liens, and material liens, arbitration hearings, and mediations. All Contracts and the Contract Documents shall include this written notice requirement. This shall apply equally to all contracts and/or Project construction documents by reference or verbatim quotation.

13-2 Types of Design Services

A. New Construction: Design services for New Construction produces an original and unique design of a facility for the specific needs identified in the Program Document. The maximum fee schedule applies.

B. Site Adaptation: Design services for site adaptation produces a minimally adapted design used in a prior location. This design is adapted for the new site by the A-E who produced the original and unique design of an existing facility. Site adaptations are to be considered as an exception, not the rule. It is not

the desire or intent of the Court of Justice (COJ) to produce or replicate facilities. The fee schedule columns for site adaptation on Table 13-1 Uniform Standards for the Payment of Architect-Engineer Services apply.

C. Design Competition: This is a selection process where design service providers may compete by way of an invitation by the PDB to present a Design Proposal. The AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, at their discretion, may authorize this selection procedure for use by the PDB. A stipend amount must be submitted to the AOC Director of Budget and Policy by the PDB for final approval prior to the competition process being used. The competition shall be limited to no more than three (3) A-E's selected to present design proposals to the PDB.

13-3 Design Service (A-E) Fees

A. Front Retainer Fees, General Payments: The PDB or Owner shall not provide retainer fees for A-E Design Service Contracts. The Owner shall not process or execute payment for any invoice of services or construction that is not approved and authorized by the PDB for payment.

B. Upon Completion of Phase A of the A-E's services (completion defined as PDB's written authority to proceed to next phase), the PDB may authorize payment to the A-E of fifteen-percent (15%) of the total fee, inclusive of Phase A, B, C, and D services, in accordance with Table 13-1, fee schedule, the Abbreviated Standard Form of Agreement between the Owner and Architect (AIA DOCUMENT B151), and AP Part X. No partial payments are authorized. No payment shall be made without the written authorization by the AOC General Manager of Court Facilities, or his or her designee. Payments for Phase A services shall be based on the authorized program budget.

C. Upon Completion of Phase B of the A-E's services, the PDB may authorize payment to the A-E of twenty-percent (20%) of the total fee, inclusive of Phase A, B, C, and D services, in accordance with Table 13-1, fee schedule, AIA DOCUMENT B151, and AP Part X. No partial payments are authorized. No payment shall be made without the written authorization by the AOC General Manager of Court Facilities, or his or her designee. Payments for Phase B services shall be based on the authorized program budget.

D. Upon Completion of Phase C of the A-E's services the PDB may authorize payment to the A-E of forty five-percent (45%) of the total fee, inclusive of Phase A, B, C, and D services, in accordance with Table 13-1, fee schedule, AIA DOCUMENT B151, and AP Part X. Phase A, B, C, and D Services or any balance due for this phase of work with Phase C is paid in accordance with Paragraph E. below. No payment shall be made without the written authorization by the AOC General Manager of Court Facilities, or his or her designee. Payments for Phase C services shall be based on the authorized program budget.

Phase C Payments to A-E's on Projects with Construction Budgets Greater than \$5,000,000 may be paid on a periodic basis when authorized by the PDB. The number of partial payments, excluding the final payment, shall not exceed two (2) payments. Partial payments are contingent on the PDB's determination that the progress and quality of the work is satisfactory. Partial payments, excluding the final payment, shall not exceed 50% of the total amount authorized for Phase C Services. No payment shall be made without the written authorization by the AOC General Manager of Court Facilities, or his or her designee. Payments for Phase C services shall be based on the authorized program budget.

E. Phase D Payments to the A-E: The PDB shall authorize that the Owner shall pay to the A-E twenty-percent 20% of the total fee for Phase A, B, C and D services, through monthly payments. Each monthly payment to the A-E for services under Phase D shall be that part of the 25% of the total fee, applied to the percent of completed construction as determined by the PDB. Monthly payments under Phase D shall be made less a 10-percent (10%) retainage, which shall be released with the final payment upon final completion of the Project as determined by the AOC General Manager of Court Facilities. Final payment to the A-E shall not be made until the Owner has received the record drawings in accordance with the definition of record drawings in Appendix B. No payment shall be made without the written authorization by the AOC General Manager of Court Facilities, or his or her designee. Payments for Phase

D services shall be based on current construction contract amounts, including approved, written change orders.

F. Payments for Additional Services and Other Project Services shall be added or incorporated into the current phase of design work at the time such work is being performed. Such addition or incorporation may occur only when authorized by the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, in writing. Authorization for payments for additional services shall be accordance with AP Part X, negotiated terms for such work, and/or as articulated in Article 12 of the AIA DOCUMENT B151. Payments and fees included in Article 12 may not be contrary to requirements or limits established by AP Part X. Additional services shall be approved by the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy prior to execution of such services. Services rendered prior to such approval shall not be given consideration for payment. No charges for additional services related to basic service requirements may be paid regardless of when the basic services are executed (e.g., final inspections, record drawings and documents, administrative costs, and the like.).

G. Design Competition Proposal Preparation Fees: When applicable and authorized by the AOC General Manager of Court Facilities, the A-E service providers may receive compensation for the preparation and presentation of proposals to the PDB. The total funding for this compensation shall not exceed \$8,500.00 per selected A-E and/or construction service provider who presents a proposal to the PDB, whichever is the lesser amount. The AOC General Manager of Court Facilities and the AOC Director of Budget and Policy may increase the proposal preparation fee if it is determined the maximum allowable is insufficient due to exceptionally large scope and complexity of a proposed facility.

H. Design Review Fees: The PDB shall authorize the owner to pay, from Project funds, the Department of Housing, Building, and Construction, Division of Code Enforcement, for required state permits and review fees. The A-E shall facilitate the permit and review procedures on behalf of the owner. The A-E shall coordinate, on behalf of the owner and the AOC, the design review of systems provided by the Owner or the AOC (e.g., security, video, data, telecommunications and furniture systems). The A-E shall not receive additional payment for these services, nor shall these services be considered as construction costs for purposes of computing fees.

I. Other Fees: The same conditions and considerations apply to applicable planning and zoning permits/ fees, as well as all other local, state and federal agencies having jurisdiction over the Project.

13-4 Other Design Services (A-E) Reimbursable Payments/Expenses (A-E Coordinated Services)

A. Upon Completion of the Site Survey, unless previously executed as part of the site procurement process, the Owner shall pay for the site survey from Project funds. Geotechnical surveys and environmental surveys and analysis may be paid in full upon completion of such services. The A-E or the AOC General Manager of Court Facilities shall advise the PDB when services are complete. The A-E shall coordinate these efforts on behalf of the Owner or the AOC General Manager of Court Facilities. The A-E shall not receive additional payment for these services, nor shall these services be considered as construction costs for purposes of computing fees.

B. Hourly Rates: The PDB shall negotiate hourly rates for any authorized additional services of the A-E. Upon approval by the AOC General Manager of Court Facilities or his or her designee, these hourly rates shall be included in, or attached to, the AIA DOCUMENT B151 with proper reference. These hourly rates establish the basis of payment for other design services as described herein. Hourly rates negotiated and written into any executed contract shall not be contrary to reasonable and accepted standards of the profession or duty associated with the hourly rate.

C. Extra Work in Programming: All traditional architectural and engineering (civil, structural, mechanical, and electrical) services (excluding site survey) are considered included in design services. Additional services may only be considered if the A-E is required to provide extraordinary assistance to the PDB during Phase A for additional programming or significant reconciliation of changed program requirements. This type of claim shall be made prior to any such work being executed and shall require

written authorization and approval of the claim by the PDB and the AOC General Manager of Court Facilities.

D. Extra Work Due to Changes: If the A-E and/or his consultants, during Phase B, C or D of the work, are required to make extraordinary changes as directed by the PDB and/or the AOC General Manager of Court Facilities, the PDB may consider same as additional services of the A-E. This work must, for the application of an additional hourly rate, be defined as significant, unreasonable, and extraordinary work directly related to changes to drawings, specifications or estimates previously approved in writing by the PDB and the AOC General Manager of Court Facilities. When this work is specifically defined and approved in writing by the PDB, the AOC General Manager Court Facilities and the AOC Director of Budget and Policy, the PDB may apply the hourly rate to the A-E. However, if such work is required as a result of failure of the A-E or any of his or her sub-consultants to properly and correctly select, indicate, delineate or describe materials or methods of construction or finishes in accordance with applicable codes, regulations, AP Part X, or normal architectural or engineering practices, the PDB shall be under no obligation to pay the A-E for the extra cost so caused, even though the documents requiring correction or changes bear the approval of design intent of the PDB and the AOC General Manager of Court Facilities.

E. Extra Work Due to Extended Construction Time: In the event Phase D is extended 90 days beyond the contractual date of final completion through no fault of the A-E, and if the A-E is required by the PDB to provide inspection and construction administration (Phase D) services during such extended period, then the PDB may authorize payment to the A-E as described in Table 13-1. The A-E shall not be authorized payment for activities that would have been executed regardless of delays, such as shop drawing reviews, change order processing, record drawings, punch list and final inspection, among other things. Related conditions are further defined and identified by Paragraph 13-4.F.

F. Extended Services Due to Extended Construction Time: When the PDB requires the A-E to provide Phase D inspection and construction administration services during for an extended period and there is no fault of the A-E for the extension, then the AOC General Manager of Court Facilities may authorize additional compensation for the extended period with the approval of the AOC Director of Budget and Policy. This authorization is limited as follows: (1) For Projects with construction costs less than \$15,000,000, if Phase D is extended beyond 20-months or the approved Construction Critical Path schedule, whichever is greater; and, (2) For Projects with construction costs greater than \$15,000,000, a construction period 24-months or less, or the approved Construction Critical Path schedule, whichever is greater. The maximum applicable factor is detailed in Table 13-1, Uniform Standards for the Payment of A-E Services, in the column titled Maximum Long Duration Factor. This is multiplied by the current A-E Phase D services total amount to determine the maximum calendar day authorization. Extended services shall not apply to A-E services/activities which are basic service requirements, such as shop drawing reviews, change order processing, record drawings punch list, final inspections, and closeout documents, among other things.

G. Project Holds and Interruptions: Should the Project experience a temporary hold or interruption through no fault of the A-E, the A-E shall not be required to execute his or her typical duties during said period of time the Project experiences no progress. Unless the period of time in which the Project experiences no progress exceeds 120-days, no additional compensation for the A-E shall be considered. A hold period of less than 120-days shall not reduce the twenty (20) or twenty-four (24) month construction service period.

H. Reimbursements to the A-E: Extra payments to the A-E, as required under Paragraphs D and E above, may be on a negotiated basis between the PDB and the A-E for the hours expended by the A-E with corresponding hourly rates and/or other agreed costs determined by the PDB, the AOC General Manager of Court Facilities, and the AOC Director of Budget and Policy to be reasonable. The A-E shall provide detailed documentation of any additional services claims.

I. Special Consultant Services: All A-E (civil, structural, mechanical, and electrical) design services, include designing the infrastructure systems which are typical to court facilities (telecommunications, audio/visual, data transmission, security systems, systems furniture coordination), shall be considered as included in the Owner A-E basic services contract.

J. Extraordinary Conditions: The PDB may consider the use of a special consultant if a specific purpose for extraordinary conditions relating to a special design circumstance presents itself. Approval for use of a special consultant must be granted by the AOC General Manager of Court Facilities.

K. Special Inspections, as noted in the Kentucky Housing Building and Construction requirements, are not considered part of basic A-E services. The A-E shall specify and direct that all special inspection requirements be identified in the contract documents and made part of the work/bid by competitive means as determined by the A-E and/or Construction Manager as appropriate. The A-E shall not receive additional payment for these services, nor shall these services be considered as construction costs for purposes of computing fees.

L. Services for Landscape, Furnishings, and Interior Design Consultants: Landscape, furnishings, and interior design services are inclusive in the authorized A-E fees. Should extraordinary services be determined to be necessary by the AOC General Manager of Court Facilities, the consultants may be considered for additional service payment with prior approval of the PDB. A consultant shall execute work under the direct supervision of the A-E and at no further cost to the Project for the A-E. The basis of fees and scope of the work for these consultants shall be as follows:

1. Landscape Consultant: The scope of services of the landscape consultant shall consist of plans, specifications and inspection for planting trees and shrubs only. Sodding, seeding, retaining walls, drives, walks, and related services shall be included in contract documents by the A-E as appropriate. Authorized additional service beyond basic services shall be negotiated if so approved by the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.

2. Furnishing Coordination to support all movable furnishings and equipment provided by the AOC is a required component of A-E Basic Services. AOC staff shall review layouts and meet with the A-E to coordinate the infrastructure needs for the final installation of AOC provided furnishings and equipment.

3. Interior Design Consultants: Interior design services shall be part of the A-E's basic services. These services shall include the A-E's presentation to the PDB of proposed color and finish selections for their approval.

13-5 A-E Payments to Consulting Engineers

A. General: The A-E shall pay to each of the consulting engineer service providers a fee or sum as negotiated between the A-E and the consulting engineer, which is a part of the A-E's total fee. There shall be no agreement between an A-E and a Consulting Engineer for on-call engineering services for a COJ Project.

B. Upon Completion of Phase A, B, C and D Services, the A-E shall pay a Consulting Engineer at a rate consistent with the A-E compensation for each phase of work as the A-E is paid.

C. Payments for Extra Work: Consulting engineers shall be paid for authorized additional services as set out in Paragraph 13-4.

D. Liability Insurance: All consultants shall carry liability insurance to the same minimum standards required for the A-E.



Commonwealth of Kentucky Court of Justice

Uniform Standards for the Payment of A-E Services

Initially, A-E fees are estimated by use of projected construction costs as stated on a program document. The actual A-E fees are based on final construction contract amount including approved and executed change orders, and any approved non-contract construction items.

Project Construction Budget		New Work			Site Adaptation			Max Long Duration Factor
		Total Percent	Phases A, B & C	Phase D	Total Percent	Phases A, B & C	Phase D	
Less than	\$25,000	13.00	9.75	3.25	9.85	6.60	3.25	n/a
\$25,000 to	\$50,000	12.70	9.52	3.18	9.67	6.49	3.18	n/a
\$50,000 to	\$100,000	12.25	9.19	3.06	9.39	6.33	3.06	n/a
\$100,000 to	\$400,000	11.80	8.85	2.95	9.00	6.05	2.95	n/a
\$400,000 to	\$1,000,000	10.75	8.06	2.69	8.19	5.50	2.69	n/a
\$1,000,000 to	\$2,000,000	9.70	7.27	2.43	7.38	4.95	2.43	0.0014
\$2,000,000 to	\$4,000,000	8.70	6.52	2.18	6.58	4.40	2.18	0.0012
\$4,000,000 to	\$7,000,000	8.20	6.15	2.05	6.18	4.13	2.05	0.0010
\$7,000,000 to	\$10,000,000	7.75	5.81	1.94	5.90	3.96	1.94	0.0008
\$10,000,000 to	\$15,000,000	7.30	5.47	1.83	5.68	3.85	1.83	0.0006
\$15,000,000 to	\$25,000,000	6.90	5.17	1.73	5.42	3.69	1.73	0.0050
\$25,000,000 to	\$50,000,000	6.40	4.80	1.60	5.08	3.48	1.60	0.0004
\$50,000,000 and Over		6.00	4.50	1.50	4.80	3.30	1.50	0.0002

Table 13-1 Uniform Standards for the Payment of Architect-Engineer Services

13-6 AOC Role and Compensation for Design Services

A. General: The AOC shall provide design input and reviews of designs and design related products to ensure adherence to AP Part X during Phase A, B, and C reviews. Should a design service provider fail to meet AOC expectations or ignore Project design schedules, design guidance, standards, provisions of the program document, and/or AP Part X, the AOC General Manager of Court Facilities may execute design work either with AOC Staff or another design service provider to facilitate COJ requirements for a Project.

B. Penalty Compensation for Project work directed by the AOC General Manager of Court Facilities shall be executed in accordance with the following: When determined to be required by unacceptable delay or performance by the A-E, the PDB may direct A-E work to be executed by the AOC or by other qualified design service provider on behalf of the Project. The total amount owed to the A-E shall be reduced at a rate no less than the hourly rates stated in the contract for design services (e.g., principal hourly cost, A-E hourly cost, drafting hourly cost, field direction/inspection, etc.) and other actual costs incurred to the Project.

Chapter 14. Design Services Procurement and Management

14-1 General

A-E services for COJ Projects shall be procured through a competitive process in which service providers are selected on the basis of an evaluation of qualifications, capabilities, and experience for each Project. This process shall not rely on the lowest bid. The amount of expenditure is pre-set for design services as provided in AP Part X, Section I, Chapter 13. This process shall result in the selection of the most desired design service provider from qualified A-Es by a PDB. Pre-qualified A-Es are determined by each PDB. This chapter defines the policy and procurement of A-E services for Projects. Throughout the design and construction process, the A-E and construction services providers shall use standard AIA documents. These standard AIA Documents utilized for COJ Projects shall include all provisions, amendments, or supplements contained in AP Part X.

14-2 Duties and Responsibilities

A. The Owner shall execute all contracts, change orders, administration of payments, financing, and construction on behalf of the PDB in strict compliance with AP Part X.

B. The PDB shall:

1. Select and procure a design service provider in accordance with AP Part X;
2. Ensure that the A-E fulfills its obligations to the Owner and the COJ;
3. Monitor the progress of the A-E services for design through construction (Phase A through Phase D);
4. Review and recommend approval or disapproval of change orders;
5. Coordinate activities with the AOC General Manager of Court Facilities and with other applicable AOC staff;
6. Assist in the presentation to the Court Facilities Standards Committee and the Legislative Capital Projects and Bond Oversight Committee, with the AOC General Manager of Court Facilities;
7. Ensure that all authorized payments to design service providers are forwarded to the Owner for the Owner's submission to the trustee for timely payment; and,
8. Ensure that the program is accomplished in accordance with the budget, the program documents, and AP Part X.

C. The AOC General Manager of Court Facilities shall ensure the COJ's interests and expectations relating to facility development are met. The AOC General Manager of Court Facilities, or his or her designee, shall:

1. Provide guidance to the PDB on the requirements of AP Part X and all matters relating to the execution and management of construction, court facilities criteria, design guidance, policies, and procedures;
2. Monitor the progress of A-E services for design through construction (Phase A through Phase D), to ensure compliance with program documents and AP Part X;

3. Review partial payment applications from all construction service providers, A-E, CM, and other consultants, as applicable, to ensure accuracy prior to consideration by the AOC Director of Policy and Budget;
4. Assure that all financial matters pertaining to the Project are submitted to the AOC Director of Policy and Budget for consideration;
6. Establish Project substantial completion requirements;
7. Verify A-E's substantial completion determination;
8. Review, approve and initiate any and all actions resulting from substantial completion verification;
9. Make recommendations to the AOC Director and the Chief Justice on matters relating to the Project;
10. Assist the PDB during presentations to the Capital Projects and Bond Oversight Committee, if necessary; and,
11. Review, approve, or disapprove any and all change order requests and change orders and execute other duties prescribed by AP Part X.

D. The AOC Director of Budget and Policy shall oversee all financial matters pertaining to the Project. The AOC Director of Policy and Budget duties, as relate to capital construction Projects, include but is not limited to:

1. Oversight of interim financing;
2. Oversight of bond sales;
3. Authorize, authorize with adjustments, or disallow payment applications;
4. Review and approval of funding for all change orders; and,
5. Review and approval of final Project and Project closeout payments

E. The AOC Project Coordinator shall provide assistance and oversight to the A-E to ensure compliance with program documents and AP Part X.

F. The Court Facilities Standards Committee (CFSC) shall consider requests for changes and increases in scope and/or cost as prescribed in AP Part X, Section I, Chapter 10.

G. The A-E shall provide all services and products as required in this Chapter.

14-3 Design Services Procurement

A. Solicitation for Qualified A-E

1. Construction Management: For Projects with construction budgets greater than \$3,000,000, the PDB shall determine whether it desires a Construction Manager (CM). This determination shall be accomplished prior to the initiation of Phase A design services. If the PDB elects to employ a CM, the provisions and processes described in AP Part X, Section I, Chapters 15 and 16 shall be implemented concurrently with the process described in this Chapter.

2. New Construction: The PDB shall advertise, through direct mailing and public notice in a minimum of one (1) major daily newspaper which serves the region and one (1) local newspaper, an announcement that a court facility shall be designed and constructed. Additionally, this notice shall

invite A-Es to submit a COJ Architect-Engineer and Related Services Questionnaire and a letter expressing interest in competing for the Project's design services. This Questionnaire shall be submitted on the form prescribed by the AOC. Additionally, the PDB shall provide a copy of the program document to all interested parties who respond.

3. Site Adaptation: In special circumstances, if approved by the AOC General Manager of Court Facilities, the PDB may elect to seek services from an A-E for a site adaptation of their design of an existing court facility. If the PDB finds a recently constructed court facility which has all of the desirable features and layout, and their Project has a highly restricted budget, the PDB may solicit the design service provider to adapt this design for their construction site. If a design service provider is agreeable to execute a site adaptation design, design services for site adaptations shall be provided at a reduced cost as detailed in AP Part X, Section I, Chapter 13. This process shall require significant documentation to substantiate the viability of such Projects. Site adaptations shall be considered a rare exception, not the rule. It is not the intent of the COJ to produce replicate facilities.

B. Methods of Selection: The PDB shall use one of the three (3) methods for the selection of a design service provider described herein.

1. Traditional for Projects with Construction Budgets less than \$5,000,000: The traditional design service provider method is executed by solicitation of the most qualified and interested A-E's as described in Paragraph C below to submit to the PDB their history of notable construction, capabilities and experience provided on the Architect-Engineer (A-E) and Related Services Questionnaire (Appendix G). The selection of an A-E shall be based on the evaluation of qualifications, capabilities, and experience as provided on the responding A-E's Questionnaire and a letter of interest.

2. Traditional for Projects with Construction Budgets greater than \$5,000,000: The traditional design service provider method is executed by solicitation of the most qualified and/or Qualified and interested A-Es as described in Paragraph C below to submit to the PDB their history of notable construction and capabilities. The PDB shall, upon evaluation of information provided and qualifications, capabilities, and experience provided on the Architect-Engineer (A-E) and Related Services Questionnaire, interview a minimum of three (3) but not more than six (6) applicants and select the most qualified A-E based on the qualification submittals and interview evaluations. Each A-E presentation is limited to one-half (1/2) hour in length plus any question and answer time required by the PDB.

3. Design Competition for Projects with Construction Budgets greater than \$15,000,000: After a site has been procured by the PDB, or the site procurement is imminent, a Design Competition may be executed upon approval by the AOC General Manager of Court Facilities and the AOC Budget and Policy Director. The Design Competition shall first be executed by the traditional method in 2. above to select a short list of no more than three (3) A-Es. These A-Es may present specific proposed design solutions as the PDB may require in the invitation to participate. The PDB shall make the final selection for the services of an A-E after completion of the competition procedures. Presentations shall be limited in scope and duration to one (1) hour maximum plus any question and answer time required by the PDB. Compensation for these services shall be in accordance with AP Part X, Section I, Chapter 13.2.C.

C. Solicitation for A-E Service Provider Qualifications and Interests:

1. Public Notices: The Owner shall advertise a public notice, in either the Courier-Journal or the Lexington Herald Leader, and the County's Legal Newspaper. See Figure 14-1 below for sample public notice. In addition, publication in a minority publication is encouraged.

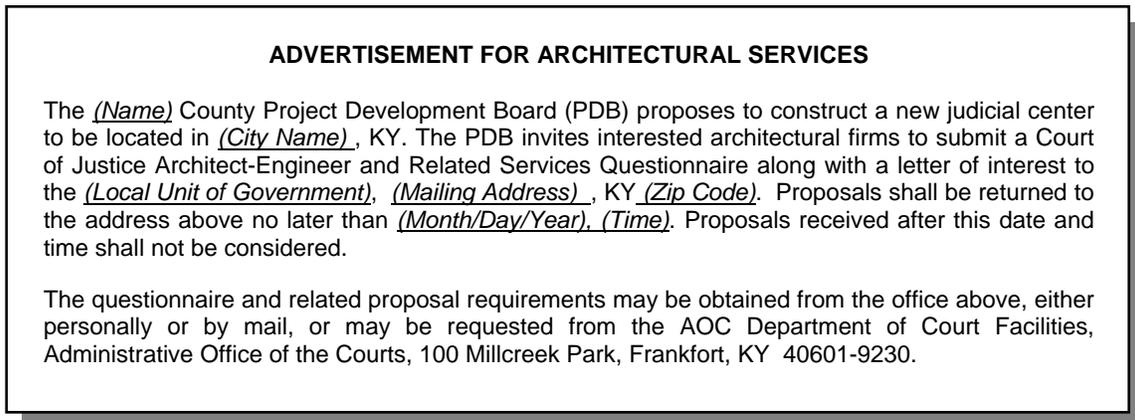


Figure 14-1. Sample Advertisement for Architectural Services

2. Direct Solicitations: The PDB may solicit any qualified and competent design service provider, based on past service, to submit a Questionnaire and letter of interest.

D. Most Qualified A-E Determination:

1. Most Qualified A-E Determination: The PDB shall evaluate the questionnaires and other submitted information based on qualifications, capabilities, and experience. The PDB shall select an A-E for the Project, or select a minimum of three (3) but not greater than six (6) A-Es as provided above, which it has determined as most qualified. A sample A-E Selection Grade Sheet is provided in Appendix C and required pursuant to Paragraph E-2 below.

2. Walk-On or Qualified A-E's: Provided the PDB does not select the six (6) most qualified A-Es, the PDB may select a minimum of one (1) but no greater than three (3) A-Es, who were deemed as qualified but not deemed as most qualified, to be considered for selection. The PDB shall be limited to no greater that a total of six (6) A-Es for consideration in the selection process.

3. The PDB shall submit a copy of the program documents and any special instructions to the interested A-E providers and invite them to submit their resume', history, notable capabilities and experience.

4. Resume and Qualification Statements to the PDB shall include, but is not limited to, the following:

- a. Verification that the A-E understands Program budget and scope limits;
- b. A listing of all proposed design team members, including consulting engineers and all other consultants; and
- c. Any printed data, materials, or displays the A-E deems suitable for the PDB to consider.

5. Design Competition: In the event the selection process includes a design competition pursuant to Paragraph B.3. above, presentations to the PDB shall not exceed one (1) hour in length. The PDB shall allow a minimum of two (2) weeks, but no more than one (1) month, for the solicited A-E to prepare proposals. Proposals for COJ Projects are limited to the following:

- a. Verification that the A-E understands Program budget and scope limits;
- b. Drawing of general site plan (describing facilities, parking, handicapped accessibility, etc.) which, if applicable, address relationships to other court and/or Owner functions;
- c. Main facade elevation study drawings;
- d. Proposed diagrammatic floor plan indicating solution concepts;
- e. Proposed schedule of design, bid, and construction; and
- f. A listing of all proposed design team members, including consulting engineers and all other consultants (subject to approval by PDB).

E. Selection of A-E Service Provider:

1. The PDB shall select the A-E on the basis of qualifications, capabilities, experience, and submittal of the best demonstration of capability based on interviews and presentations, if any. Interviews shall be evaluated by each PDB member on an Evaluation Score Sheet. See Appendix C for example.
2. Upon the determination by the PDB that a Design Competition will be executed, the PDB may solicit advice and/or opinions from one (1) to three (3) design professionals, as consultants, who have been recommended by the American Institute of Architects of Kentucky (AIA-Kentucky) for assistance in the Design Competition. Presentation of proposals during the competition shall be executed only for the PDB. The PDB, with assistance from any AIA-recommended professionals, shall evaluate the proposals and provide an opinion, with supporting rationale, to the PDB for their discussion and selection of the best and most deliverable solution and A-E.
4. The selection of an A-E shall be executed by a majority vote of the PDB.

F. Procurement of A-E Services: The Owner shall enter into a contract with the PDB-selected A-E upon receipt of written authorization from the AOC General Manager of Court Facilities. The Owner shall use the AIA Abbreviated Standard Form of Agreement Between the Owner and Architect (AIA Document B151-1997) with all amendments and stipulations that the Agreement shall be executed in compliance with AP Part X. The amendment text for AIA documents (AIA Document B151 for A-E's, AIA Document A121/CMc for Construction Managers) is detailed in Appendix E.

G. Construction Management Agreements: For Projects utilizing a construction management service, the Owner shall utilize AIA Document A121/CMc Standard Form of Agreement between Owner and Construction Manager.

H. Combination A-E and CM Firms: No A-E shall be permitted to perform design services and construction management services for the same COJ Project.

14-4 Design Services Management

A. AOC Oversight of Design and Construction:

1. General: The AOC General Manager of Court Facilities or his or her designee shall provide oversight of design and construction efforts and related activities in accordance with the Kentucky Revised Statutes, AP Part X, and/or approved and executed project contract documents.
2. Oversight of Design: The AOC General Manager of Court Facilities or his or her designee may conduct design reviews at any time and may direct corrective action upon discovery of unsuitable designs or specifications which are not in compliance with AP Part X, the program documents, or which have been deemed inappropriate by the COJ.

3. Oversight of Construction: The AOC General Manager of Court Facilities or his or her designee may conduct inspections at any time and may instruct the CM and/or construction service providers to cease work and/or make corrective actions. If the CM, and/or construction service providers fail to take corrective actions, the AOC General Manager of Court Facilities or his or her designed may direct corrective actions by others at the expense of those who failed to execute the work and those who were responsible for oversight and design of the work (e.g., CM, A-E).

B. Design Service Providers (A-E):

1. General: The A-E shall perform work on behalf of the PDB. The A-E shall execute services, which are divided into four (4) phases as detailed in this chapter.

2. Authorizations to Proceed: Each of the last three (3) phases of the A-E's services shall be performed only upon the written authorization of the PDB. Nothing in Owner-Architect Agreement (AIA Document B151 for A-E's, AIA Document A121/CMc for Construction Managers) with amendments in accordance with AP Part X shall be construed as placing any obligation on the Owner to authorize the A-E to proceed with any phase of his or her services beyond the written authorization of the PDB, nor shall the Owner or the COJ be obligated to pay any fees to the A-E incurred beyond the fees which apply to the authorized phase of the services, without written authorization as prescribed by AP Part X.

3. Service Performed by Others: The Owner, PDB, and/or the COJ shall not, without the consent of the A-E, perform any of the services covered by this contract absent termination as set forth in Paragraph 14-9.F. herein.

4. Architect of Record: In the event a non-licensed, architect-owned firm (e.g., a non-licensed architect financially controlled firm) is awarded an A-E service contract, the firm shall assign a licensed Architect of Record employed by the firm. In this circumstance, the Architect of Record has the final responsibility and authority for design-related activities. The Architect of Record shall not be reassigned from the Project without the written consent of the PDB and the AOC General Manager of Court Facilities. Should the designated Architect of Record be changed, the PDB shall act without penalty or prejudice, to transfer the contract's remaining services and/or unpaid fees to date to the Architect of Record as it is determined to be the in the best interest of the COJ and the AOC General Manager of Court Facilities.

14-5 Design Services Provider (A-E) Representation and Warranties

A. A-E/Design Team Qualifications: The A-E shall identify all design team members, including all consultants. All design team members shall be professionally qualified and shall be licensed to practice architecture or engineering or both within the Commonwealth of Kentucky.

B. Licenses, Permits, and Authorizations: The A-E shall maintain all necessary licenses, permits and other authorizations necessary to act as A-E for the Project until the A-E duties hereunder have been fully satisfied. Submittals and representations required; including but not limited to obtaining building permits, and tap-on fees, shall be executed by the A-E. The owner shall pay for such Project fees and permits.

C. Project Familiarization: The A-E shall become completely familiar with the Project site, the local conditions, the criteria, the design standards, the scope of work, and Project requirements under which the Project shall be designed, constructed, and operated.

D. Professionalism: The A-E shall exercise the highest degree of care and skill professionally exercised by members of the same profession currently practicing under similar conditions in preparing all documents required by the AIA DOCUMENT B151, as amended by AP Part X. This includes, but is not limited to, all contract plans and specifications. The A-E shall exercise usual and customary professional care to conform and comply with all applicable law, codes and regulations in effect at the time of preparation.

E. Assumed Responsibility: The A-E assumes responsibility to the Owner and the COJ for negligent acts, errors, and omissions of its consultants or subconsultants for professional services within its scope of work. The A-E shall provide certificates of professional liability insurance, in accordance with Paragraph 14-9.H., naming the Owner as the insured.

14-6 Consulting Engineers and Special Consultants

A. General: The A-E shall enter into agreements with consultants to the Project with an Abbreviated Standard Form of Agreement Between Architect and Consultant (AIA Document C142, amended in accordance with AP Part X, Section I, Appendix E) to conform with the AIA DOCUMENT B151, as amended by AP Part X. Consultants are subject to the same liability and insurance requirements as the A-E. The A-E shall provide, as proof of compliance, a copy of the signed Form of Agreement (AIA Document C142, as amended in accordance with AP Part X, Section I, Appendix E), to the PDB for its review, verification, and approval prior to proceeding with work. Consulting engineers shall represent the A-E design team through all phases of the Project. Consulting engineers shall not represent or furnish service in part or on any other limited basis.

B. When Required:

1. The A-E shall employ necessary Civil, Structural, Mechanical, and Electrical Engineers for the design and professional supervision of all applicable disciplines included in the Project, such as site work, site utilities, pavements, mechanical systems, mechanical control systems, electrical systems, electronic systems, communications systems, data systems, and any typical court-specific systems or work included in the Project, in accordance with AP Part X, Section III, Court Facilities Design and Construction.
2. On all Projects, the A-E shall employ a Structural Engineer for the design and direct supervision of the professional services associated with this portion of the work. The extent of the Structural Engineer's work shall be comprehensive and include all structural and related components of the Project.
3. The A-E may employ special consultants as the A-E deems appropriate and necessary to execute required design services without additional compensation.
4. The A-E shall only employ a special consultant at additional expense or compensation, other than the Consulting Engineers mentioned in paragraphs (1) and (2) above, when specifically authorized in writing by the AOC General Manager of Court Facilities, the AOC Director of Policy and Budget, and the PDB.

C. Qualifications:

1. The Consulting Civil, Structural, Mechanical, and Electrical Engineers employed for a Project shall be licensed to practice engineering by the Commonwealth of Kentucky.
2. Special Consultants, if authorized, shall be skilled in their special field and shall meet such requirements the PDB and/or the AOC General Manager of Court Facilities have established for them.

D. Project Familiarization: The Consultants shall become completely familiar with the Project site, the local conditions, the criteria, the design standards, contract requirements and the scope of work under which the Project shall be designed, constructed, and operated.

E. Professionalism: The Consultants shall exercise the highest degree of care and skill professionally exercised by members of the same profession currently practicing under similar conditions in preparing all documents required by this contract including, but not limited to, all contract plans and specifications, and

shall exercise usual and customary professional care to conform and comply with all applicable law, codes and regulations in effect at the time of preparation.

14-7 Design Services Components - Phases of the Design Process

A. Phase A – Schematic Design and Estimate:

1. Items furnished to the A-E: Under Phase A, the PDB, on behalf of the Owner and the AOC, shall furnish to the A-E:
 - a. The Program Document which details the size, scope and allowable construction cost of the Project;
 - b. AP Part X, Sections I and III, which identify duties and responsibilities, as well as space relationships, finishes and other necessary components;
 - c. Survey, plot and site-related data;
 - d. Site-related geotechnical data;
 - e. Other information pertinent to the Project which the Owner wishes to be incorporated or considered; and,
 - f. Approval or disapproval of proposed consulting engineer or service providers.
2. Pre-Design Meeting: The PDB, or it's Design and Construction Committee, and the AOC Project Coordinator, shall confer with the A-E and his or her consultants, if any, to confirm their understanding of the PDB's and AOC's program requirements and to confirm any AOC and/or PDB preferences with respect to the systems and other elements of the Project.
3. Program Review: The A-E, his or her consultants, the PDB, and the AOC Project Coordinator shall review the program documents and any adjustments. If at any time during the A-E's work it should appear evident that the Project scope or allowable construction cost will be exceeded, the A-E shall notify the PDB and the AOC Project Coordinator, in writing, and shall recommend remedial action to adjust the cost to the authorized scope. The A-E is responsible for inclusion of all infrastructures required to support Owner and/or AOC provided furnishings, systems, and equipment. The A-E shall confirm the size, nature, number, etc. of provided furnishings, systems and equipment with the AOC Project Coordinator. Additionally, the A-E and the PDB shall determine and finalize the A-E's schedule of work.
4. Phase A Drawings and Specifications: At a date agreed upon during the Program Review, the A-E shall prepare adequate drawings and outline specifications to define the style and type of structure, the type of mechanical systems, controls, lighting, electrical systems, structural systems, and supporting facilities for the Project which can be completed within the allowable construction cost. Six (6) sets of full-size drawings and specifications shall be submitted to the AOC Project Coordinator for review.
5. Program Cost Estimate: Together with the submission of Phase A drawings and specifications, The A-E shall submit to the PDB a Project Budget Worksheet as identified in AP Part X, Section I, Appendix C. This worksheet shall be a realistic program estimate for the construction of the Project based upon the drawings and specifications submitted and any other decisions reached to date. Entries worksheet shall be made in the column titled Phase A Estimate. The Program Cost Estimate shall be prepared and presented with recent construction cost data and include: Site Development (Lump Sum); Architectural (SF cost); and M/E/P (SF cost).
6. Phase A Review of Drawings and Program Cost Estimate: The AOC General Manager of Court Facilities shall execute a review of the Phase A Drawings and Program Estimate in accordance with

Appendix F. The AOC General Manager of Court Facilities shall prepare a statement of the results of the review, and any recommendations, to the PDB and the A-E. These recommendations shall be incorporated into the Phase A design prior to the CSFC presentation as described in 7 below.

7. CFSC Presentation: As part of Phase A, the design service provider shall present a proposed Phase A plan and Program Cost Estimate to the CFSC. Upon approval of the plan by the CFSC, the proposal shall incorporate any and all CFSC recommendations into the design. The PDB and the AOC General Manager of Court Facilities shall issue a written directive to proceed to Phase B Design when the program is in compliance with CFSC and AOC directives. Items to be furnished to the PDB, by and through the AOC Department of Court Facilities, shall be submitted in the manner prescribed in AP Part X, Section I, Chapter 10, 10-5(3), of the following:

- a. Coversheet (See Chapter 3 for description);
- b. Tab 1. Description of Project;
- c. Tab 2. PDB record of review and preliminary approval of the proposed plan, and request for CFSC consideration;
- d. Tab 3. Design Status;
- e. Tab 4. Design-Related Costs;
- f. Tab 5. Anticipated Construction Start and Finish Dates;
- g. Tab 6. Drawings on 8 ½" by 14" plain white paper of the following:
 - I. Vicinity Map, depicting location of proposed Project;
 - II. Site and Master Plans pursuant to AP Part X, Section I, Chapter 3; and,
 - III. Floor Plans of Proposed Building, with areas identified with nomenclature described in the Program Document and room numbers.
- h. Tab 7. Functional Areas Listing (Area by Area): Area nomenclature described in the program document, authorized SF, proposed SF, SF over/under, percent over/under, comments (including any proposed exceptions to criteria or program document);
- i. Tab 8. Project Construction Cost Estimate, which includes, but is not limited to: Site purchase cost, site preparation, design costs, primary and supporting facilities costs, contingency costs, and finance costs;
- j. Tab 9. Financing Data, which includes sources and uses of funds, estimated 20-year debt service schedule, and estimated interest rates; and,
- k. Tab 10. Project Contacts: List by name, with title and/or role, address, telephone number and email address, primary design and development contacts for the Project.

8. Payment for Services: At the conclusion of Phase A, and at the direction of the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, the Owner shall direct payment by the trustee for Phase A services.

B. Phase B – Design Development and Estimate:

1. Authorization to Proceed with Phase B: Upon written authorization by the PDB and AOC General Manager of Court Facilities, the A-E shall commence Phase B services.

2. Site Survey and Geotechnical Services: During Phase B, the PDB shall authorize the A-E, as an additional service or as otherwise agreed, to procure complete site and geotechnical surveys which are required for the A-E and its consultants to properly design the structure and related facilities. The A-E and/or PDB shall select the most qualified site survey provider and enter into a contract, as amended in accordance with Appendix E. with the service provider proposing the most valued service using a Request for Proposal-Geotechnical Services (AIA DOCUMENT G601, with required statements from Appendix E). The services provided, at a minimum, shall include the identification and/or the execution of:

- a. Defining Boundaries;
- b. Locations and natures of easements;
- c. Defining restrictions;
- d. Defining site topography;
- e. Location of streets;
- f. Location of utilities;
- g. Size, location and nature of existing structures;
- h. Execution of soil bearing capacity declaration (See Appendix C – Forms);
- i. Execution of declaration of uniformity of area soil conditions (See Appendix C – Forms);
and,
- j. Subsurface investigations, such as soundings, core drilling, or soil bearing tests.

Note: Site survey shall be executed similarly to above statements to meet the requirements of the appropriate AIA Request for Site Survey Form as requested by the A-E for site information.

3. Design Development Drawings and Specifications: In accordance with the Phase A Program Review schedule, the A-E and the A-E's consultants shall prepare design development drawings and specifications showing and describing generally, the site plan, utilities, floor plans, elevations, Sections, structural systems, materials and finishes. The design development drawings and specifications for the mechanical, electrical and structural portions of the Project shall be prepared by consulting engineers. Each drawing shall be imprinted with the seal of the A-E or consultants directly responsible for its preparation. If Phase B design exceeds authorized construction costs, the A-E shall prepare alternates that may reduce the construction costs to comply with the authorized construction budget.

4. Cost Estimate: Together with the submission of such drawings and specifications, the A-E shall also submit to the PDB Phase B estimates on the Project Budget Worksheet (See Appendix C), which was initiated during Phase A. The entries on the Project Budget Worksheet shall reflect a realistic cost estimate based upon the drawings and specifications submitted, any other decisions reached to date, and the most recent and accurate information regarding local material/equipment prices, wage rates as required pursuant to KRS 337.510 and 337.520, and the actual cost of recent similar Projects, making appropriate allowance for changes in cost which may reasonably be expected to occur by the time the Project will be bid and constructed. This Phase B cost estimate shall be within the allowable construction cost. If at any time during the A-E's work under Phase B

the A-E becomes aware that the Project cost will exceed the limitations prescribed in Phase A, the A-E shall notify the PDB and the AOC Project Coordinator, in writing, and shall recommend alternatives which shall reduce the cost to the authorized construction cost. Entries on the Project Budget Worksheet shall be made in the column titled Phase B Estimate. This estimate shall be prepared and presented by CSI division - 2004 format.

5. Design Drawings and Specifications: Upon completion of Phase B services, the A-E shall submit six (6) full-size printed copies of the design development drawings and specifications in Microsoft Word format and twenty (20) copies of Floor Plans on 8-1/2" by 11" or 8-1/2" by 14" paper, to the PDB for approval, and which approval shall be defined as approval for design intent, and shall not operate to relieve the A-E from providing adequate design under the contract. The drawings shall be submitted in United States National CAD Standard format at this Phase B design. Drawings and specifications, electronic or in print, shall be provided to the AOC at any time upon request (minimum two (2) Compact Disks).

6. Phase (B) Review of Drawings and Program Estimate: The AOC General Manager of Court Facilities shall execute a Phase Review of the Phase B drawings and Cost Estimate with the A-E in accordance with Appendix F. The AOC General Manager of Court Facilities and AOC Director of Budget and Policy may adjust the authorized construction budget for the Project to address any submitted alternates. The AOC General Manager of Court Facilities shall prepare a statement of the results of the review, and recommendations, to the PDB. Upon approval of the review by the PDB, the PDB shall sign and return to the A-E one (1) copy of each of these documents, with written approval to proceed to Phase C.

7. Payment for Services: At the conclusion of Phase B and at the direction of the PDB, the Owner shall direct payment by the trustee for Phase B services.

C. Phase C – Construction Contract Documents and Final Estimate:

1. Authorization to Proceed with Phase C: Upon written authorization by the PDB and the AOC General Manager of Court Facilities, the A-E shall commence Phase C of his or her services.

2. Working Drawings and Specifications: In accordance with the agreed schedule, the A-E and its consultants shall prepare complete and coordinated working drawings and CSI format technical specifications, based upon the approved Phase B drawings and specifications, design guidance and criteria.

3. Technical Specifications, Lists and Bid Documents: The A-E and its consultants shall prepare the CSI format technical specifications in Microsoft Word format. The A-E and its consultants shall prepare, at a minimum, lists of principal materials, subcontractors, special conditions, forms of proposal, approved alternates, general conditions, the form of contract, and the form of bond. Additionally, the A-E shall prepare bid documents. The A-E shall use standard AIA documents with all appropriate amendments included in or referenced in the contract documents.

4. Drawings and Specifications:

a. The reproducible drawings shall be in ink, on 2 mil. or heavier Mylar, size 24" by 36" (or as otherwise directed by the AOC General Manager of Court Facilities) and shall have proper line quality for reproduction of clear, distinct prints, or shall be in appropriate electronic media for reproduction as required.

b. The specifications shall be typed, printed or reproduced in black ink, on master copies such as plain white 16 lb. - 20 lb. bond paper for standard 8 ½" x 11" reproductions, and be of appropriate quality to allow the printing of specification books. Also, the specifications shall be submitted in digital Microsoft Word form on Compact Disk as is described in c. below.

c. The A-E shall submit to the PDB six (6) printed sets of the working drawings and specifications, including one (1) set of drawings submitted in United States National CAD Standard format on two (2) Compact Disks (CD).

d. The format of the title block of the drawings shall contain the seal of the COJ and appropriate signature blocks as directed by the AOC General Manager of Court Facilities unless prior approval is secured for a specific variation.

e. All required approvals, and corrected original drawings and corrected master copies of the specifications shall be delivered to the PDB and the AOC Project Coordinator within 60 days of the Phase C Authorization to Proceed.

f. None of these documents shall contain any item or feature not previously approved by the PDB and the AOC General Manager of Court Facilities.

g. Drawings and specifications, electronic or in print, shall be provided to the AOC at any time upon request.

5. Prevailing Wage Grades: The A-E shall ensure that the Owner submits required documents with the Environmental and Public Protection Cabinet, Department of Labor, Office of Workplace Standards, to obtain the established prevailing wage grades. The A-E shall also confirm that appropriate and timely documentation regarding prevailing wages are utilized in the cost estimates and bidding documents. The A-E shall publish with the bid documents the established legal Project prevailing wage, however bidders shall confirm its application to the Project and notify the A-E immediately of any conflicts that may exist.

6. Rendering: The A-E shall provide to the AOC General Manager of Court Facilities an original, professionally hand-drawn, watercolor rendering of the facility, which is of archival quality and is placed on archival quality media. The A-E shall provide to the AOC examples of the artist's work prior to execution for AOC approval to proceed. The rendering shall measure no less than 16" by 20", but not greater than 18" by 24". The rendering shall be signed and dated by the artist who prepared it. The Commonwealth of Kentucky COJ seal shall be placed in the lower right corner, sized proportional to the rendering scale. Additionally, the A-E shall provide to the AOC six (6) photographic copies of the rendering on 11" by 14" photographic paper, two (2) negatives (if copied with photographic film), and/or two compact disks, which each contain a high-quality digital image capable of duplicating the rendering full-size at photographic resolution.

7. Final Cost Estimate: Together with the submission of such drawings and specifications the A-E shall submit to the PDB, Phase C final estimates on the Project Budget Worksheet (See Appendix C), which was initiated during Phase A. The entries on the Project Budget Worksheet shall reflect a final anticipated cost estimate based upon the drawings and specifications submitted and the most recent and accurate cost information, which shall be within the authorized construction cost and shall hereinafter be referred to as the final estimate. If at any time during the A-E's work under Phase C the A-E becomes aware that the final estimate exceeds the authorized construction budget, the A-E shall notify the PDB and AOC Project Coordinator, in writing. The A-E shall recommend, in writing, to the PDB and AOC Project Coordinator, actions to reduce the final estimate to the authorized construction budget. Entries on the Project Budget Worksheet shall be made in the column titled Phase C estimate. This estimate shall be prepared and presented by CSI division - 2004 format and shall incorporate programmatic revisions (if any) to spaces and precision of materials/assemblies detailed.

8. Phase C Review: The AOC General Manager of Court Facilities shall review Phase C documents and the AOC Director of Budget and Policy shall review the final estimate. The AOC General Manager of Court Facilities and the AOC Director of Budget and Policy shall prepare a statement of his or her results of their review, and recommendations, to the PDB. Upon approval of the review by the PDB, the PDB shall sign and return to the A-E, (1) one copy of each of these documents, with written approval to proceed to bid the Project for construction.

9. Code Compliance Reviews: The A-E shall submit the required documents to the Kentucky Environmental and Public Protection Cabinet, Department of Public Protection, Office of Housing, Buildings, and Construction (HBC) office for code compliance review at the expense of the Project (not the A-E). All changes required by HBC, and resulting publication and distribution of changes, shall be made by the A-E as part of Phase C design services. No further payment to the A-E for such services shall be authorized.

10. Drawings and Specifications Copies: Upon acceptance of approved Phase C documents, the A-E shall obtain printing services for all drawings and specifications required for bidding and construction purposes. The A-E shall monitor and direct this printing process as part of the A-E's basic services. Upon approval of payment for printing services by the PDB, the Owner shall authorize payment by the trustee.

11. Evaluation of Bids and Contract Recommendations: The A-E and its consultants shall assist the PDB in obtaining bids, receiving, tabulating and evaluating the bids received and in the award of any contract or contracts for construction of the Project. Following the evaluation of the bids received, the A-E and its consultants shall prepare and submit to the PDB written recommendations concerning contract award and approval of proposed construction materials/equipment and subcontractors.

12. Unacceptable Bids: If the total of all bids exceed five percent (5%) of the authorized construction costs, the A-E, upon the written request of the PDB and as part of the A-E's basic service, shall submit a list of possible changes to the drawings and specifications which will reduce the cost to meet the authorized construction budget. The A-E shall provide said list within ten (10) working days of the PDB's written request for same, together with an appropriate description and explanation. Upon direction by the PDB or the AOC General Manager of Court Facilities to make changes to reduce costs, the A-E and its consultants shall make such changes. Written approval for design intent of the documents submitted under Phase C given prior to receipt of bids for the work, shall not relieve the A-E and its consultants of the obligation to make such changes. If re-bidding the Project or Project component is impractical, the AOC Director of Budget and Policy may, to the extent possible, modify the authorized construction budget in accordance with AP Part X, Section I, Chapter 18.

13. Payment for Services: At the conclusion of Phase C, and at the direction of the PDB, the Owner shall direct payment by the trustee for Phase C services.

D. Phase D – Duties, Obligations, and Responsibilities (Supervision, Inspection and Overhead (SIOH)) during Construction:

1. Request for Authorization to Proceed: Upon a recommendation of the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy, a Request for Authorization to Proceed shall be submitted to the AOC Director by the PDB.

2. Authorization to Proceed with Phase D: Upon authorization by the AOC Director to proceed with Phase D, the PDB shall direct the A-E to execute contracts between the Owner and construction service providers. The contracts shall be prepared and executed as amended in accordance with Appendix E (AIA DOCUMENT A101 or AIA Document A121/CMc for Construction Managers). The A-E shall obtain documentation for required bonding of contractors and/or the CM. Copies all contracts and documents relating to bonding shall be provided to the Project Coordinator.

3. Construction Contract Obligations and Responsibilities: The A-E shall perform those duties, obligations and responsibilities set forth in the Construction Contract Between Owner and Contractor (AIA DOCUMENT A101 or AIA Document A121/CMc for Construction Managers).

4. Role of the A-E: The A-E shall act as a representative of the PDB and the COJ throughout construction of the Project. Instructions, directions, and other appropriate communications from the PDB to the contractor shall be given to the Contractor by the A-E.

5. Review of Contractor Documents: The A-E shall review the contractor's Schedule of Values together with any supporting documentation or data which the PDB or the A-E may require from the

contractor. If the Schedule of Values is unacceptable to the PDB, the Schedule of Values shall be returned to the contractor for revision or supporting documentation or data. If the Schedule of Values is appropriate as submitted or revised, the A-E shall accept the Schedule of Values as the basis for all payments of the contract price to the contractors.

6. Construction Contract Amounts: Upon completion and awards of construction contracts, the A-E shall enter the actual contract amounts on the Project Budget Worksheet (See Appendix C), which was initiated during Phase A. Entries on the Project Budget Worksheet shall be made in the column titled Contract Amount.

7. Critical Path Schedule: The A-E shall require the CM or GC to establish and execute a Critical Path Schedule for all work and/or all bid packages. This Critical Path Schedule shall govern the Project schedule for the duration of the Project. The Critical Path Schedule shall be used to identify delays and assign the application of liquidated damages for said delays. Liquidated damages shall apply immediately to the contract of delay. Minimum liquidated damage value shall not be less than \$750 per day, plus all other associated cost increases and expenditures resulting from the delay of each contract.

8. Monitoring of Progress: The A-E shall monitor the progress and quality of the work of the Contractor. The A-E or his or her designee shall visit the site at intervals appropriate to the stage of construction, including, at a minimum, site visits no less frequently than two (2) times per month to determine the quality and quantity of the work in relation to the requirements of the construction contract. The A-E shall protect the Owner and the COJ from deficient or defective work, unexcused delays in the schedule, and requests for overpayment to the contractor. Within five (5) working days of a site visit, the A-E shall submit a written inspection field report with comments or recommendations to the PDB and the AOC General Manager of Court Facilities.

9. Reviews and Certifications: The A-E shall review and certify periodic and final payments owed to the contractor under the construction contract, predicated upon observations of the work as required in Paragraph (5) above, and evaluations of the contractor's rate of progress in light of the remaining contract time. The A-E shall issue to the PDB Certifications of Payment (AIA Document G702). Upon the A-E's issuance of a Certification of Payment (AIA Document G702) to the PDB upon approval and recommendation of the PDB and the AOC General Manager of Court Facilities and AOC Budget and Policy Director, the Owner shall authorize the trustee to make payment to the contractor of the amount certified. The recommendation is subject to an evaluation of the work for conformance with the construction contract upon substantial completion, to results of subsequent tests and instructions, to minor deviations from the construction contract correctable prior to completion and to specific qualifications expressed by the A-E. The A-E shall provide to the PDB the current status of the Project costs and expenses approved or encumbered by their actions.

10. A-E Interpretations: The A-E shall provide timely interpretations on written requestor as necessary in the judgment of the A-E for the proper execution of the work.

11. A-E Authority to Reject: The A-E shall have the authority to reject, in writing, any work of a contractor which is not in compliance with the construction contract, unless directed by the PDB, in writing, not to do so. In accordance with the Kentucky Building Code and AP Part X, no authority shall exist for the construction service provider or the CM to perform or execute construction contrary to the approved construction documents (Plans and Specifications) without the use of an approved change order pursuant to Paragraph (16) below.

12. A-E Authority to Require Inspections and Testing: The A-E shall have the authority to require inspection or re-inspection, and testing or re-testing, of the work in accordance with the provisions of the construction contract, whenever appropriate. These inspections are not considered construction costs and the upon approval by the PDB, the Owner shall authorize the trustee to make payment to the service provider for inspection and testing.

13. A-E Submittal Responsibilities: The A-E shall review the contractor's shop drawings and other submittals, such as Requests for Information (RFI), for the purpose of ensuring compliance and

workability of the contract document and AP Part X. Review of such submittals shall be timely so as not to interfere with construction progress.

14. Substantial Completion Certification (AIA DOCUMENT G704): Based upon observations of the Project, the A-E shall certify in writing to the PDB the fact that, the contractor has achieved substantial completion of the Project; and, the date upon which the contractor achieved final completion of the Project.

15. Documents to be Provided to PDB:

a. The A-E shall provide to the PDB all manuals, operating instructions, record drawings, warranties, guarantees and other documents and things required by the construction contract and submitted by the contractor.

b. Under Phase D services and upon completion of the work, the A-E shall make final corrections on the drawings, incorporating all changes and revisions made during the progress of the work so as to provide record drawings. Final payment to the A-E shall not be made until the PDB and the AOC General Manager of Court Facilities have received the record drawings which are complete and fully depict the as-built condition of the Project, and a Certificate of Substantial Completion (AIA Document G704) has been executed.

16. The A-E shall testify, at the request of the PDB, Owner, or the AOC, in any judicial proceeding concerning the design and construction of the Project when requested in writing by those agencies or entities, and the A-E shall make available to the Owner any personnel or consultants employed or retained by the A-E for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to the design or construction of the Project. The A-E's fee for such service shall not exceed established rates for additional services under the contract.

17. Change Orders (AIA DOCUMENT G701 with Court of Justice Supplement):

a. General: Project Change Orders may increase, decrease, or cause no change in the cost of the Project. The total cost of all change orders added to the Project costs may not exceed the authorized budget of the Project. All documents shall be fully executed and signed by all required parties to be a recognized encumbrance to the Project. All change orders require the approval of the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.

b. Policy: Change Orders shall not be used as a means to increase the cost and/or scope of the approved Project. Change orders shall only be considered to:

I. Correct unanticipated events and conditions beyond the control of the PDB, service providers, and/or contractors;

II. Correct unforeseen or unknown issues and/or conditions; and,

III. Make necessary modifications to increase efficiency or durability of primary and supporting facility components.

Change Orders shall not be used as a second chance design process by the PDB, its members, the A-E, CM, or contractor(s). Due diligence is required throughout the design/bid procedures to minimize the potential for change orders during construction. Contingency funds shall not constitute a change order fund.

c. Duties and Responsibilities:

I. Change Requestors: Proponents of a proposed change order may be the PDB, the GC, a Code Enforcement Official, the A-E, the AOC, and/or the CM. Other individuals/agencies may be recognized as proponents of change order requests with the AOC General Manager of Court Facilities approval. Change requestors shall submit all proposed changes to the A-E.

II. The A-E shall receive and promptly examine change requests from the requestor (the proponent), request additional information from the change requestor if necessary, and advise the AOC Project Coordinator and the PDB of the request. The A-E shall:

i. Evaluate proposed change order impacts and costs, determine whether the proposed change(s) are acceptable for presentation to the PDB and ensure proposed costs are fair and reasonable, or reject the proposed change(s) based on documentation;

ii. Enter change order request data into the AOC Project Tracking System as directed by the AOC;

iii. Provide all supporting and backup documentation for requests for material, labor, equipment, among other things. included in the Project change order request; and,

iv. Issue and collect required signatures for all authorized and approved changes.

III. The AOC General Manager of Court Facilities or his or her designee shall approve, disapprove or request modification to the requestor, of a submitted change order request in the AOC Project Tracking System. Upon approval by the AOC General Manager of Court Facilities, the submitted change order request shall be considered for approval by the AOC Director of Budget and Policy.

IV. The AOC Director of Budget and Policy shall determine whether authorized funding is available for the submitted change order request.

V. The CM shall assist the A-E in promptly examining change requests from the requestor, request additional information from the change requestor if necessary, and advise the AOC and the PDB of the request.

17. Errors, Omissions, Deficiencies, or Conflicts: The A-E shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product caused by the negligent acts, errors or omissions of the A-E and/or its consultants.

18. Modified or New Drawings and Specifications: Drawings and specifications, electronic or in print, shall be provided to the AOC at any time upon request.

19. Resident On-Site Inspector: Upon a request by the A-E and the AOC, and for good cause shown due to extraordinary circumstances, a resident on-site inspector may be authorized by the PDB. The duties, responsibilities and authority of the resident on-site inspector shall remain consistent with the A-E's contractual services for Phase D work. Any fee shall be negotiated by the AOC, the PDB, and the A-E.

20. The A-E shall, upon the completion of the construction work, make final corrections to the drawings that incorporate all changes, revisions, shop drawings, warranties, operations manuals, among other things as furnished to the A-E by the contractor, made during the course of the Project so as to provide record drawings and documents for the Project. The A-E shall furnish three (3) sets of such drawings and three (3) sets of compact disks to the Owner and the AOC Project Coordinator within thirty (30) days of the submission of the Certificate of Substantial Completion (AIA

DOCUMENT G704). These sets of record drawings documents shall identify all work, and any changes from the contract documents made during the construction process. This shall include all information necessary for the operation and maintenance of all installed equipment. The A-E shall hold contractors liable for the maintenance of accurate and timely data required for the preparation of record drawings. Record drawings shall be maintained and updated monthly so as to avoid delays in payments and to accurately account for all as-built conditions.

21. Payment for Services: See Chapter 13 for payment for Phase D services. Final payment to the A-E shall not be made until the PDB and the AOC General Manager of Court Facilities have received the record drawings which are complete and fully depict the as-built condition of the Project, Operation and Maintenance Manuals, and the Certificate of Substantial Completion (AIA Document G704).

22. As the final action of Phase D service, the A-E shall, at no further charge, conduct a one-year warranty inspection of the Project to determine if remedial work is required to satisfy Project guarantees and warranties.

14-8 Meetings

A. Required Meetings: The A-E is responsible for the facilitation and documentation of all design and construction-related meetings. These meetings are not subject to the requirements of Chapter 9.

1. Pre-Design Meeting: The A-E and its consultants shall meet with the PDB and the AOC General Manager of Court Facilities within fifteen (15) days of the award of the design Project, to confirm the Project's budget, purposes, concepts, and requirements and to determine any specific preferences with respect to the systems and other elements of the Project.

2. End of Design Meetings: The A-E and its consultants shall meet with the PDB and the AOC General Manager of Court Facilities, or his or her designee, and the AOC Project Coordinator, to review and make comments at the end of Phase A, B & C of the design process.

3. Phase D Design Phase Meetings: The A-E and his or her representatives and/or consultants shall attend all PDB and construction progress meetings. The A-E shall record minutes of progress meetings if there is no CM on the Project.

4. Other Meetings: The A-E and its consultants shall confer with the representatives of the Owner, the PDB and the AOC, to conduct and/or attend meetings as required by the PDB or the AOC, or as necessary to expedite Project progress or to resolve A-E issues.

B. Execution of Meetings and Minutes: These meetings are intended to update persons and agencies involved in the Project and to provide information and discussion to make informed decisions. An agenda for these meetings is required, and shall include the following information, at a minimum:

- I. Date and time of meeting;
- II. Location;
- III. Purpose;
- IV. Issues to be addressed;
- V. List of participants; and,
- VII. Contact person.

The A-E Service Provider shall facilitate all design-related meetings and provide meeting notes to the PDB and the AOC Project Coordinator.

14-9 General Provisions for Design Service Providers

See Appendix E. Section II. Court of Justice Addendum to AIA Standard Documents. The Addendum relating to General Provisions shall be incorporated into this Section 14-9 as if fully set out herein; and, shall be incorporated into all AIA Standard Agreements (Contracts) pertaining to COJ Projects as if fully set out therein. These provisions shall establish additional requirements and responsibilities of all Project service providers as it relates to the following:

- Owners Representative
- Prior Agreements
- Conflict of Interest and Non-Collusion Policies and Principles
- Solicitation and Hiring of State Employees
- Indemnity
- 3rd Party Beneficiaries
- Successors and Assigns
- Minimum Insurance Requirements
- Performance Bond Requirements
- Compliance with Authorized Program, Budget and Standards
- Materials and Equipment
- Schedule and Expedition of Work
- Project Documents and Records
- Project Closeout
- Termination
- Applicable Law

Chapter 15. Uniform Standards for the Payment and Bonding of General Construction Contractors and Construction Management Service Providers

15-1 General

The Owner shall authorize payment by the Trustee to the General Contractor (GC) or the Construction Management Service Provider (CM), as authorized in accordance with this Chapter, upon recommendation of the PDB and approval of the AOC General Manager of Court Facilities. GCs and CMs shall be paid with Project funds as defined in the program document. All requests for payments shall be submitted to the Project Development Board (PDB) on an Invoice prescribed by the AOC via AIA Standard Document G702 and G703. Requests for payments shall be concurrently submitted to the AOC by and through the AOC Project Tracking System as directed by the AOC.

15-2 Payments to General Contractors

A. Compensation: For Projects utilizing a GC: The GC shall receive progressive payments for the work as detailed in AP Part X, Chapter 17, which has been reviewed and authorized for payment.

B. Payments for Construction Services:

1. Mobilization and Setup: Upon mobilization, in whole or part, of a GC on the Project site, certain costs associated with mobilization may be authorized for progressive payment. Itemized invoices shall be submitted to the PDB for approval, with the first progressive payment application period. Invoiced items may include items identified by the contract documents and specifications, which may include but are not limited to the following items:

- a. Utility Hookups;
- b. Utilities consumed;
- c. Construction site barriers (fencing);
- d. Signage;
- e. Site office;
- f. Temporary sanitation facilities; and,
- g. Administrative expenses;

2. Construction: During the period in which construction is executed, the GC shall prepare an invoice for the percentage of Project completion during each calendar month. This invoice shall be tendered to the A-E for verification of completed work and shall be forwarded to the PDB for authorization for payment, less ten-percent (10%) retainage. Requests for payments shall be concurrently submitted to the AOC by and through the AOC Project Tracking System as directed by the AOC.

3. Reduction of Retainage: GC Projects: Upon request of the GC, verification by the A-E and approval from the PDB and the AOC General Manager of Court Facilities, the Project retainage may be reduced to five percent (5%) if: (1) the contract has been 75% completed; and, (2) the Project is fully functional prior to 75% Project completion; and, (3) the Project is meeting Critical Path Schedule events.

4. Upon completion of work the GC shall make final corrections on the record set of drawings incorporating all changes and revisions made during the progress of the work so as to provide the A-E with the Record Drawings of the Project. **Final payment to the A-E, GC, and/or other construction service provider subcontractors shall not be made until the PDB and the AOC General Manager of Court Facilities have received the following: (a) record drawings which are complete and fully depict the as-built condition of the Project; and, (b) Operations and Maintenance Manuals; and, (c) a Certificate of Substantial Completion (AIA Document G704); and, (d) a Release of Liens and Consent of Surety to Release Final Payment; and, (e) any other close-out documents.**

15-3 Payments to Construction Management Service Providers (CMs)

A. When Authorized: CM services may be procured on Projects with construction budgets that exceed \$3,000,000, if approved and selected by the PDB in accordance with AP Part X, Chapter 16. A CM may be procured upon the condition of competing for the Project in a CM bid package format and the CM is at risk for the authorized construction budget. After receipt of bids the CM shall establish the Project Guaranteed Maximum Price (GPM) to complete the work as the at risk constructor.

B. Base Construction Management Service Fees:

1. Funding for CM services shall be obtained from the construction portion of the Project's budget.
2. If CM services are procured, the total construction portion of the Project budget shall be reduced by the amount stipulated by Table 15-1 as the CM fee.
3. The amount stipulated in Table 15-1 is inclusive of all CM costs, provided that the construction budget is not exceeded. The fee for CM services shall not be guaranteed, but shall be the maximum amount earnable from the established construction portion of the Project's budget.

Table 15-1 Uniform Standards for the Maximum Payment for Construction Management Services on following page.

Commonwealth of Kentucky
 Construction Manager
 Uniform Standards for the Maximum Payment for
Construction Management Services

Project Construction Budget			Maximum Percent	Maximum Extended Service Fee*
\$3,000,000	and under	\$4,000,000	7.00	0.00167
\$4,000,000	and under	\$7,000,000	6.50	0.00153
\$7,000,000	and under	\$10,000,000	6.25	0.00143
\$10,000,000	and under	\$15,000,000	5.75	0.00123
\$15,000,000	and under	\$25,000,000	4.50	0.00100
\$25,000,000	and under	\$50,000,000	3.75	0.00083
\$50,000,000	and Over		3.00	0.00050

Table 15-1 Uniform Standards for the Maximum Payment for Construction Management Services

* Note: In the event Phase D is extended beyond approved construction and/or the Critical Path Schedule, whichever is longer, through no fault of the CM, the AOC General Manager of Court Facilities and AOC Director of Budget and Policy may authorize additional compensation for the extended period if and only if Project funds remain unobligated. The maximum applicable factor in the column titled Maximum Long Duration Factor is multiplied by the current CM Phase D services total amount to determine the maximum calendar day authorization.

C. Payments to CMs:

1. The CM shall be paid service fees during the Design Phase A through C concurrent with payments made to the A-E in accordance with this Section.
2. Upon completion of Phase A work by both A-E and CM, (completion is defined as the PDB's written authority to proceed to the next Phase), the Owner shall authorize the payment by the Trustee of two percent (2%) of the total estimated CM fee. Payments for Phase A services shall be based on the authorized program budget.
3. Upon completion of Phase B work by both A-E and CM, (completion is defined as the PDB's written authority to proceed to next Phase), the Owner shall authorize the payment by the Trustee of two percent (2%) of the total estimated CM fee. Payments for Phase B services shall be based on the authorized program budget.
4. Upon completion of Phase C work by both A-E and CM (completion is defined as the PDB's written authority to proceed to next Phase) and the bids having been received, the Owner shall authorize the payment of three percent (3%) of the total estimated CM fee. Payments for Phase C services shall be based on the authorized program budget.
5. Upon completion of Phase C, with the CM in receipt of all bid packages and with the bid tabulation assembled to document the best bid/low bid status of the Project, the CM may continue with the Project and receive the Phase C payment for the CM service. The CM shall then accept the construction contracts as a CM at risk constructor for a GMP. The established GMP shall equal the total bid packages sum plus the CM fee.

6. Project Construction Phase D: After written authority to proceed to Phase D is received by the CM, and Phase D services are underway, the Owner shall agree to authorize the Trustee to make partial progressive payments, as authorized by the PDB, less ten percent (10%) retainage. Pay periods shall, at a minimum, be thirty (30) days. Payments for Phase D services shall be based on current construction contract amounts, including approved, written change orders.

7. Extended Services Due to Extended Construction Time: In the event Phase D is extended beyond twenty (20) months for Projects, or beyond the Critical Path Schedule, whichever is greater, with construction costs less than \$15,000,000 and twenty-four (24) months, or beyond the Critical Path Schedule, whichever is greater for Projects with construction costs greater than \$15,000,000, through no fault of the CM, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy may authorize additional compensation for the extended period. The CM shall identify to the PDB and the AOC General Manager of Court Facilities those contractors and circumstances which have caused the delay of construction completion, and shall provide specific and detailed reasons why the CM's construction schedule was not accomplished. The maximum applicable factor is detailed in Table 15-1 in the column titled Maximum Long Duration Factor. This shall be multiplied by the current CM Phase D services total amount to determine the maximum calendar day authorization.

8. Documentation of Construction Delays: The CM shall prepare and document Critical Path Schedules and construction progress throughout the Project period. The CM shall monitor and assess delays to all contractors' schedules and document circumstances and events that adversely affect the Critical Path Schedule. Failure to properly document delays and other deviations to the schedule shall negate any authorized extended services. The CM shall identify and notify contractors on a monthly or concurrent basis of their schedule obligations, delays, and any resulting financial liabilities. In a critical path schedule of construction, financial liabilities, in the form of liquidated damages, shall be assessed to the responsible contractors at the time of the delay by the CM. A Critical Path Schedule shall be established for all construction events and monitored as required to protect the interest of the Owner.

9. Final payment(s) to the CM shall not be made until the PDB and the AOC General Manager of Court Facilities have received the following: (a) record drawings which are complete and fully depict the As-Built condition of the Project; and, (b) Operations and Maintenance Manuals; and, (c) a Certificate of Substantial Completion (AIA Document G704); and, (d) a Release of Liens and Consent of Surety to Release Final Payment; and (e) and any other close-out documents required of the A-E Contract Documents.

15-4 General Contractor (GC) and Construction Management Service Provider (CM) Bonds

A. Required Bonds:

1. Over \$25,000: Every contractor with a proposed contract for services exceeding \$25,000 shall, prior to the award of such contract, give a bond or bonds to the Owner as obligee, in a form satisfactory to AP Part X, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and in a penal sum equal to one hundred percent (100%) of the contract amount, as it may be increased, the conditions of which shall bind the contractor, as principal, and the surety, to the performance of the contract according to the terms, conditions, and specifications of the contract, and any changes or modifications thereto, and to the payment of all costs for labor, materials, equipment, supplies, taxes, and other proper charges and expenses incurred or to be incurred in the performance of the contract.

2. Under \$25,000: Every contractor with a proposed contract for construction services costing \$25,000 or less shall, prior to the award of the contract, give bond or bonds to the Commonwealth of Kentucky, as obligee, as provided in Paragraph A.1. of this Section, when required by the terms of an Invitation for Bids issued, or an advertisement and solicitation for proposals for competitive negotiations, pursuant to AP Part X. The AOC General Manager of Court Facilities may waive this bond requirement.

3. Additional bonding requirements are defined and described in other related Sections of AP Part X.

B. Bond Oblige: The provisions of Paragraph A of this Section notwithstanding, every contractor with a contract and/or purchase order for providing commodities, supplies, equipment, or services to a Project shall give bond to the Owner, as obligee, with surety satisfactory to the AOC, in a penal amount of one hundred percent (100%) of the contract price, or an amount to be determined by the PDB and AOC General Manager of Court Facilities as sufficient to assure faithful performance of the contract according to its terms.

C. Failure to Give Bond: A contract shall not be awarded to any contractor who fails or refuses to give bond to the Owner.

D. Declarations of Default: A contractor may be declared in default of his contract with the Owner for a Project, and have his or her bond forfeited, when it is determined by the PDB or the AOC General Manager of Court Facilities, that the contractor is in breach of the terms and conditions of the contract, including contracts for design, construction management services or construction services, failure to make timely payment of bills for labor, materials and supplies as evidenced by liens filed against the construction fund, by laborers and suppliers or by letters of indebtedness filed with the PDB, Owner, or AOC evidencing that related bills are due and have not been paid by the contractor.

E. Form of Performance and Form of Bond:

1. The form of performance and payment bond required to be given by contractors including the terms and conditions of the performance and payment bond, together with any revisions shall be applicable to and included in all contracts for construction services, however, the bond form may be modified, or different terms substituted, or other terms added, when, in connection with a particular procurement, it is determined in writing by the purchasing officer that the modification, substitution, or addition of terms is reasonably required for the procurement in the best interest of the Commonwealth of Kentucky.

2. The form of bond required to secure the performance of all other contracts for procurement shall be the standard AIA form of performance or payment bond. Bonding shall only be acceptable when listed in good standing with the Kentucky Department of Insurance. Surety shall present evidence of current financial rating and references of commitment to ensure the people of the Commonwealth against default of the ensured. No surety shall have the authority to transfer, sale, or assign in any way their surety of the Project. Bonding shall only be issued by surety companies authorized to do business in the Commonwealth of Kentucky, together with the additional terms as may be required by the purchasing agency and agreed to by the surety.

F. Bond Default: The conditions and requirements of the original contract(s) shall be met by the original bonding company, regardless of whether the bonding company must utilize numerous design service providers. Any contract tendered by a bonding company shall be in accordance with AP Part X and shall include all conditions and requirements of the original contract. Language, requirements, and conditions contrary to AP Part X in any new contract shall not be permitted. Bonds for any Project shall be issued on AIA forms, not the bonding companies form. The bonding company shall issue new bond certificates equal to the original bond amount on the new service providers to validate and ensure continued surety of the contract.

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Chapter 16. Construction Management Services (CM) Procurement and Management

16-1 General

A. Construction Budget greater than \$3,000,000: For a CM with approved construction budgets greater than \$3,000,000, the PDB may elect to select and employ a pre-qualified, fully-bonded, at-risk CM for the Project at no further cost to the design or construction budget.

B. CM Work through Design Phases: A CM shall work with the A-E throughout all Design Phases of the Project to ensure a more efficient and cost effective design. Throughout the design and construction process, the COJ requires that the A-E, CM, and construction service providers use standard AIA Documents. Any standard AIA Document utilized for a Project shall include any and all provisions, amendments, or supplements contained in AP Part X, Section I.

16-2 Description of CM

A. Mandatory Qualifications: CMs shall possess the following qualifications:

1. A minimum of five (5) years CM experience with the professional CM standards described by the American Institute of Construction, or the Construction Management Association of America, and/or be a member of either organization; and,
2. A completed COJ construction service provider Questionnaire (Questionnaire), submitted to the PDB, for Projects on which the CM or CM firm has performed as a CM; and,
3. The capability to obtain and possess professional liability insurance and bonding pursuant to AP Part X, Section I, Chapter 16; and,
4. Adequate administrative staff as determined by the AOC.

B. Optional Qualifications: At the discretion of the PDB, a CM may be required to possess any or all of the following qualifications:

1. A minimum of three (3) years CM experience with construction costs greater than \$3,000,000;
2. Possess an adequate general trades workforce as defined by the PDB;
3. Possess adequate construction-related equipment as defined by the PDB;
4. Possesses adequate professional staff to perform preconstruction, construction, and post-construction (close out) related services;
5. Possesses adequate electronic and computerized support services used for reporting and Project monitoring for submission of required data by the AOC; and,
6. Provide adequate information to prove that a high percentage of previous municipal Projects were delivered on-time and under-budget.

16-3 Construction Management (CM) Services Procurement

A. Solicitation for Qualified CM:

1. Non-Concurrent Construction: The PDB shall, at its discretion, advertise through direct mailing and public notice, in a minimum of one (1) major daily newspaper and one (1) local newspaper, that a court facility shall be designed and constructed. The public notice shall be in either the Louisville Courier-Journal or the Lexington Herald Leader, and the County's Legal Newspaper. See Figure 16-1 for public notice language. In addition, advertisement in a minority publication to expand the coverage for contractor solicitation of a Project is encouraged.

2. Concurrent Construction: The PDB may elect to solicit services from a single CM successfully managing an existing COJ Project in order to obtain economy of size and volume benefits. The AOC General Manager of Court Facilities may approve the selection of a concurrent CM. Should immediate CM services be required for a Project for reasons including, but not limited to, the termination of an existing CM, or abandonment of a Project by a CM, the PDB may, with approval from the AOC General Manager of Court Facilities, procure services of a CM who is currently providing services for another COJ Project to the satisfaction of the AOC, without having to execute the selection process herein described.

B. Solicitation for CM Proposals:

1. Most Qualified CM's: The PDB shall, at its discretion, solicit for CM Proposals, evaluate the Questionnaires, and select a minimum of three (3), but not greater than six (6) CMs it has determined to be most qualified for interviews. The solicitation invites CMs to submit a Questionnaire on a form prescribed by the AOC; and, a letter expressing interest in competing for a contract to execute the Project's CM services.

**ADVERTISEMENT
FOR
CONSTRUCTION MANAGEMENT SERVICES**

The *(Name)* County Project Development Board (PDB) proposes to construct a new Judicial Center to be located in *(City Name)*, KY. The PDB invites interested construction management firms to submit a Court of Justice Construction Service Provider Questionnaire along with a letter of interest to the *(Local Unit of Government)*, *(Mailing Address)*, KY *(Zip Code)*. Proposals shall be returned to the address above no later than *(Month/Day/Year)*, *(Time)*. Proposals received after this date and time shall not be considered.

The questionnaire and related proposal requirements may be obtained from the office above, either personally or by mail, or may be requested from the AOC Department of Court Facilities, Administrative Office of the Courts, 100 Millcreek Park, Frankfort, KY 40601-9230.

Figure 16-1 Sample Advertisement for Construction Management Services

2. Walk-On CMs: Provided the PDB does not identify six (6) most qualified CMs, the PDB shall select a minimum of one (1) but no greater than three (3) CM providers deemed to be qualified but not most qualified, to make a presentation. The PDB shall be limited to six (6) presentations.

3. Concurrent Project CM's: The PDB may solicit from any and all CM's who are managing existing COJ Projects to the satisfaction of the AOC.

4. The PDB shall forward a copy of the program documents and any special instructions to the CMs identified by the PDB as most qualified, and any walk-on CM providers, and invite them to submit, in presentation form, their proposal(s). These proposals shall include, but not be limited to:

- a. Verification that the CM understands Program budget and scope limits; and
- b. Proposed schedule of work, in chronological order, depicting the number of days anticipated for the various Phases and components of construction work; and
- c. Proposed schedule of bid dates for major construction components; and
- d. Proposed list of contractors and subcontractors (subject to approval by the PDB).

5. The CM's proposal presentation to the PDB shall not exceed one-half (1/2) hour in length. The PDB shall allow a minimum of two (2) weeks, but no more than one (1) month, for the solicited CMs to prepare proposals, concurrently with the selection process for the A-E.

C. Selection of Project CM:

1. The PDB shall schedule sufficient time for the solicited CM to make his or her presentation of proposals. Each CM presentation shall be limited to one-half (1/2) hour.
2. The PDB shall evaluate the proposals and select the CM submitting the best solution(s) for the Project location.
3. The PDB shall prepare and forward to the AOC General Manager of Court Facilities a recommendation for consideration and approval of procurement Project services from the CM with the best solution.

D. Procurement of CM Services: Upon recommendation of the PDB and the AOC General Manager of Court Facilities, the Owner shall enter into a contract with the selected CM utilizing the Standard Form of Agreement between the Owner and CM (AIA Document A121/CMc) with an amendment in compliance with AP Part X, Section I. See Appendix E. This is an at-risk, guaranteed maximum price CM contract.

16-4 CM Duties and Responsibilities: The CM shall execute the following:

A. Design Assistance: The CM shall assist the A-E in the preparation of Phases A, B, C, and D Design Services. During Phases A, B, and C, the CM shall continuously advise the A-E of all costs associated with the plans; and, advise the A-E of the means and methods of the most efficient and cost effective designs.

B. Bid Documents: The CM shall prepare bid documents regarding all construction activities and bid packages.

C. Contractors and Sub-Contractors: The CM shall ensure that the applicable provisions detailed in Chapters 16 and 18 are followed.

D. Reviews of Drawings and Specifications: The CM shall regularly review engineering and architectural drawings and specifications to monitor progress and ensure compliance with plans and specifications. The CM shall track and control construction costs to avoid cost overruns,

E. Verification of Construction Budgets and Costs: The CM shall, during the design process, verify and reconcile construction budgets and costs prior to progressing from one Phase of design to the next. Authorization to proceed to a subsequent Phase of design shall be contingent upon successfully meeting and reconciling the Project construction budget,

F. Cost Overruns: The CM shall immediately notify the PDB and the AOC Project Coordinator of any potential or actual cost overrun that is identified. The AOC Project Coordinator shall then immediately notify the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.

G. Daily Construction Activities: The CM shall ensure adherence to plans and specifications, safety, high quality workmanship (quality control), and make decisions regarding daily construction activities at the job site.

H. Construction Planning and Supervision: The CM shall plan and supervise the construction activities of the Project, including the responsibility for the planning and coordination of all manpower, equipment, materials, supplies, and sub-contracted services, with quality workmanship and the completion of the work on schedule with approved drawings, specifications, cost limitations, and quality standards.

I. Liaison Responsibilities: The CM shall act as a liaison with the consultants and/or sub-contractors at each stage of the work to ensure proper compliance with all technical aspects of the contract through both individual contacts and coordination meetings.

J. Meeting Requirements: The CM shall meet regularly with the PDB, AOC staff, the A-E and other design professionals, contractors, and subcontractors to monitor and coordinate all Phases of the construction Project (See Paragraph 16-6 below).

K. Management Responsibilities: The CM or job superintendent shall possess and/or execute:

1. Knowledge and payment of actual costs; and,
2. Direct control of subcontractors and material suppliers; and,
3. Direct control of construction and material delivery schedules; and,
4. Negotiation directly with subcontractors if changes in the work are authorized or if unforeseen conditions are discovered; and,
5. Minimize the threat of liens by paying subcontractors and material suppliers directly; and,
6. Knowledge of the Owner's and contractors rights and obligations during the building process and the proper transferring of risk.

L. Coordination and Problem Resolution: The CM shall coordinate activities, resolve problems, and apply a "*time is of the essence*" policy,

M. Communication Skills: The CM shall maintain good oral and written communication skills. Based upon direct observation and reports by subordinate supervisors, CMs shall prepare weekly progress reports. The CM shall produce required correspondence and maintain Project records. The CM shall maintain record drawings which reflect actual construction.

N. Working Relationships: The CM shall establish, maintain, and facilitate good working relationships with and among all interested parties.

O. Supervisory Personnel: The CM shall maintain an adequate number of supervisory personnel on the Project site during work hours. Supervisory personnel, including but not limited to job superintendents, Project managers, and CMs, may not be reassigned without the written consent of the PDB and the AOC General Manager of Court Facilities.

P. Scope of Services: In addition to the other items detailed in this Chapter, the following matrix (Figure 16-2) defines specific duties and responsibilities.

	Provided By			
	Construction Manager	Other Contractor(s)	Owner/PDB/AOC	Architect-Engineer
On-Site Construction Services				
CM Superintendent Services	●			
Quality Control <u>1/</u>	●	●	●	●
Adherence to Const. Docs. <u>2/</u>	●	●		▲
Trade Superintendent Services		●		
Trades Coordination	●	●		
Scheduling	●	●		▲
Field Engineering	▲	●		
Time Keeping	▲	●		
Shop Drawing Reference File	●	▲		▲
Record Drawings	●	●		●
Safety Program <u>3/</u>	●	●		
Environmental Protection <u>3/</u>	●	●		
Independent Surveyor			●	

1/ CM has responsibility for the oversight and enforcement of Project construction quality control.

2/ CM has responsibility for the oversight of all working entities' adherence to construction documents and guidance from A-E(s) that all work is fully compliant with applicable codes and laws.

3/ CM has responsibility for site OSHA compliance and environmental protection. Contractors shall ensure their work/workers are in compliance with applicable codes and laws.

● Primary Responsibility	▲ Assists in Task
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~ Figure 16-2 continued on following page

	Provided By			
	Construction Manager	Other Contractor(s)	Owner/PDB/AOC	Architect-Engineer
Off-Site Construction Services				
Principal in Charge	●	●		▲
Project Management	●	●		▲
Labor Relations Coordination	▲	▲	●	
Scheduling	●	●		▲
Direct Purchase Orders	●			▲
Accounting	●			
Expediting	●			▲
Change Order Review	▲	●		▲
Shop Drawing Submittal	▲	●		
Shop Drawing Review	▲	●		●

	Provided By			
	Construction Manager	Other Contractor(s)	Owner/PDB/AOC	Architect-Engineer
General Requirements				
CM Field Office and Utilities	●			
Temporary Toilets		●		
Temporary Heat		●		
Temporary Electric Power		●	▲	
Temporary Water		●	▲	
Temporary Barricades & Rails		●		
Temporary Fencing		●		
Periodic Cleanup		●		
Rubbish Removal		●		
Water Removal		●		
Building Trades Permits		●		
Testing	▲	●		
Weather Protection		●		

● Primary Responsibility	▲ Assists in Task
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~ Figure 16-2 continued on following page ~

General Requirements – Continued	Provided By			
	Construction Manager	Other Contractor(s)	Owner/PDB/AOC	Architect-Engineer
Utility Company Coordination		●		
Jobsite Signs	●	●		
Watchman/Security ^{4/}		●		
Building Permit(s)	▲		●	
Certificate of Occupancy	●	▲		
Builder's Risk Insurance	▲		●	
Progress Photographs ^{5/}	●			
Cert. of Substantial Completion	●	●	●	●

^{4/} If authorized by AOC General Manager of Court Facilities.

^{5/} Digital Photographs.

● Primary Responsibility	▲ Assists in Task
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Figure 16-2 Construction Responsibilities

16-5 CM Representations and Warranties

A. Qualifications: The CM shall be professionally qualified to act as the CM for the Project and shall be licensed to practice, if applicable, by all public entities within the Commonwealth of Kentucky having jurisdiction over the CM and the Project.

B. Licenses, Permits, and Authorizations: The CM shall maintain all necessary licenses, permits, and other authorizations necessary to act as CM for the Project until all CM duties have been fully satisfied.

C. Project Familiarization: The CM shall become familiar with the Project site, the local conditions, the AP Part X, Sections I, II, and III, and any subsequently adopted Sections, in its entirety, and the scope of work under which the Project shall be designed, constructed, and operated.

D. Professionalism: The CM shall exercise the highest standard of care and skill in preparing all documents, including contracts; and, shall exercise professional care to comply with all provisions of AP Part X, law, codes, and regulations in effect at the time of the preparation and execution of the construction process.

E. Assumed Responsibility: The CM assumes responsibility to the Owner and the COJ for the identification of negligent acts, errors, and omissions of its contractors or subcontractors for construction and professional services within the Project's scope of work.

16-6 Meetings

A. Required Meetings: The CM is responsible for facilitating and documenting all construction-related meetings.

1. Pre-Construction Meeting: The CM and its primary subcontractors shall meet with the A-E, the PDB, and the AOC General Manager of Court Facilities to confirm the Project's budget, purposes, concepts, Program requirements and schedule of construction activities prior to initiating construction activities.

2. Monthly Progress Meetings: The CM and its subcontractors, if any, shall meet with the A-E, the PDB, and the AOC General Manager of Court Facilities to report the progress and status of the CM and to address any special conditions or issues that have occurred or are anticipated.

3. Other Meetings: The CM and its subcontractors, if any, as requested by the CM, the A-E, the PDB, and/or the AOC General Manager of Court Facilities, shall meet to address issues, special conditions, or anticipated issues or conditions.

B. Execution of Meetings and Minutes: Meetings are intended to update persons and agencies involved in the Project and to provide information and discussion to make informed decisions. Meetings are not to be used as a forum to discuss issues which can/could be resolved between two persons or agencies.

1. Meeting Agenda: An agenda for meetings is required, and shall include the following information, at a minimum:

I. Date and time of meeting;

II. Location;

III. Purpose;

IV. Issues to be addressed;

V. List of participants; and,

VI. Contact person.

2. Meeting Facilitation: The A-E shall facilitate all design-related meetings and provide meeting notes to the PDB and the AOC Project Coordinator. Construction progress meetings may be facilitated by the CM or GC, as applicable.

3. Meeting Minutes: The facilitator shall record minutes of meetings and shall provide copies of minutes to all concerned parties, including but not limited to the PDB, the AOC Project Coordinator, the A-E, and all affected contractors and vendors.

16-7 General Provisions for Construction Management (CM) Service Providers

See Appendix E. Section II. Court of Justice Addendum to AIA Standard Documents. The Addendum relating to General Provisions shall be incorporated into this Section 14-9 as if fully set out herein; and, shall be incorporated into all AIA Standard Agreements (contracts) pertaining to COJ Projects as if fully set out therein. These provisions shall establish additional requirements and responsibilities of all Project service providers as it relates to the following:

- Owners Representative
- Prior Agreements
- Conflict of Interest and Non-Collusion Policies and Principles
- Solicitation and Hiring of State Employees
- Indemnity
- 3rd Party Beneficiaries
- Successors and Assigns
- Minimum Insurance Requirements
- Performance Bond Requirements
- Compliance with Authorized Program, Budget and Standards
- Materials and Equipment
- Schedule and Expedition of Work
- Intent and Interpretation
- Project Documents and Records
- Project Closeout
- Termination
- Applicable Law

16-8 Execution of Construction Services

A. Contract Documents: All contract documents shall be standard AIA agreements unless specifically authorized by the AOC General Manager of Court Facilities and shall contain annotations and/or amendments contained in Appendix E herein.

B. Intent and Interpretation of Contract Documents: See Appendix E. – 14.

C. Prior Agreements: The contract documents shall supersede any and all prior negotiations or agreements, both oral or written, between the Owner and the contractor.

D. Contractors' Performance: The contractor(s) shall perform all of the work required, implied, or reasonably inferable from the contract, but not limited to, the following:

1. Construction of the Project in a timely and efficient manner consistent with the authorized construction documents and construction schedule. Contractors are financially responsible for any delays which their non-adherence to contract documents and construction schedule delays may cause as related to their contract items and resulting delays of other contractors (e.g., other trades and material providers) and service providers (e.g., A-E, GC, CM, Contractor(s), Inspectors, among others);
2. The furnishing of any required surety bonds and insurance;
3. The provision and prompt payment of labor, supervision, administrations, services, materials, supplies, equipment, fixture, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project; and,
4. The creation and submission to the PDB of detailed and comprehensive as-built drawings, in accordance with the United States CAD Standard, depicting all as-built construction. The as-built drawings shall be submitted to the Owner and to the AOC, as follows: one (1) printed set each of the working drawings and specifications, including one (1) set of drawings and specifications submitted in United States National CAD Standard format on one (1) compact diskette (CD) each. The contractor shall be entitled to final payment upon receipt of complete and accurate as-built drawings in accordance with the above.

E. Intent of the Contract Documents: The intent of the contract documents is to include all items necessary for the proper completion of the work by the contractor. Labor or material, which are not

evidently necessary to produce the desired results, even though not specifically mentioned in the contract documents, shall be included in the work. No additional work, or modifications to an existing contract document, shall be authorized or allowed without inclusion in a contract document.

F. Questions to the A-E: In the event a question arises regarding the meaning or intent of the drawings and specifications, the contractor shall report it at once to the A-E. The A-E shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.

G. Communications to and from Contractors: Except as otherwise provided in the contract documents, the PDB's instructions to the contractor shall be forwarded through the A-E and the CM. Contractors' communications with the PDB shall be through the CM and/or the A-E.

H. Review of Work: The CM shall comply with the following with respect to review of work:

1. Shop Drawings: The A-E shall approve or respond otherwise as necessary concerning shop drawings or other submittals received from the contractor.
2. The A-E is authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of the contract.
3. If the A-E deems it appropriate, the A-E is authorized to call for extra inspection or testing for compliance with requirements of the contract or for any life safety issue or matter.
4. The A-E shall review the Contractor's Payment Requests and shall approve, in writing, those amounts which, in the opinion of the A-E, are properly owing to the contractor as provided in the contract.
5. The A-E shall perform those inspections required by the Board.

I. Change Orders (AIA DOCUMENT G701 with Court of Justice Supplement)

1. General: Project Change Orders may increase, decrease, or cause no change in the cost of the Project. The total cost of all change orders added to the Project costs may not exceed the authorized budget of the Project. All documents shall be fully executed and signed by all required parties to be a recognized encumbrance to the Project. All change orders require the approval of the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.

2. Policy: Change orders shall not be used as a means to increase the cost and/or scope of the approved Project. Change orders shall only be considered to:

- a. Correct unanticipated events and conditions beyond the control of the PDB, service providers, and/or contractors;
- b. Correct unforeseen or unknown issues and/or conditions; and,
- c. Make necessary modifications to increase efficiency or durability of primary and supporting facility components.

Change orders shall not be used as a second chance design process by the PDB, its members, the A-E, CM, or contractor(s). Due diligence is required throughout the design/bid procedures to minimize the potential for change orders during construction. Contingency funds shall not constitute a change order fund.

3. Duties and Responsibilities:

a. Change Requestors: Proponents of a proposed change order may be the PDB, the CM, a Code Enforcement Official, the A-E, the AOC, and/or the GC. Other individuals/agencies may be recognized as proponents of change order requests with the AOC General Manager of Court Facilities approval. Change requestors shall submit all proposed changes to the A-E.

b. The A-E shall receive and promptly examine change requests from the requestor (the proponent), request additional information from the Change Requestor if necessary, and advise the AOC Project Coordinator and the PDB of the request. The A-E shall:

1. Evaluate proposed change order impacts and costs, determine whether the proposed change(s) are acceptable for presentation to the PDB and ensure proposed costs are fair and reasonable, or reject the proposed change(s) based on documentation;
2. Enter Change Order Request data into the AOC Project Tracking System as directed by the AOC;
3. Provide all supporting and backup for all requests for material, labor, equipment, etc. included in the Project change order request; and,
4. Issue and collect required signatures for all authorized and approved changes.

c. The AOC General Manager of Court Facilities or his or her designee shall approve, disapprove or request modification to the requestor, of a submitted Change Order Request in the AOC Project Tracking System. Upon approval by the AOC General Manager of Court Facilities, the submitted change order request shall be considered for approval by the AOC Director of Budget and Policy.

d. The AOC Director of Budget and Policy shall determine whether authorized funding is available for the submitted Change Order Request.

e. The CM or GC, as applicable shall assist the A-E in promptly examining change requests from the requestor, request additional information from the change requestor if necessary, and advise the AOC and the PDB of the request.

J. AOC Oversight of Design and Construction:

1. General: The AOC General Manager of Court Facilities or his or her designee shall provide oversight of design and construction efforts and related activities in accordance with the Kentucky Revised Statutes, AP Part X, and/or approved and executed Project contract documents.

2. Oversight of Design: The AOC General Manager of Court Facilities or his or her designee may conduct design reviews at any time and may direct corrective action upon discovery of unsuitable designs or specifications which are not in compliance with AP Part X, the program documents, or which have been deemed inappropriate by the COJ.

3. Oversight of Construction: The AOC General Manager of Court Facilities or his or her designee may conduct inspections at any time and may instruct the CM and/or construction service providers to cease work and/or make corrective actions. If the CM, and/or construction service providers fail to take corrective actions, the AOC General Manager of Court Facilities or his or her designed may direct corrective actions by others at the expense of those who failed to execute the work and those who were responsible for oversight and design of the work (e.g., CM, A-E).

4. Job Site Safety: The COJ Occupational Health and Safety (OSHA) Officer may conduct inspections of job sites at any time and may direct and/or require corrective action by responsible parties to take immediate measures, at their expense, to ensure a safe work environment. Additionally, the COJ OSHA Officer has the authority to cite individuals, contractors, subcontractors,

CMs, and/or other responsible parties for unsafe acts and/or environments and shall report safety violations as required by law.

K. Project Closeout:

1. Punchlists: The A-E, in conjunction with a CM (if applicable) shall prepare a comprehensive punchlist of work that is not in compliance with the contract documents or is otherwise unacceptable. All punchlists shall be immediately forwarded to the Project Coordinator. The Project Coordinator may add, delete, or modify items to a punchlist. Issues detailed in a punchlist shall be resolved to the satisfaction of the AOC prior to final payment.

2. COJ Acceptance: The AOC General Manager of Court Facilities, after receipt of record drawings and Operations and Maintenance Manuals and upon recommendation from the A-E, shall evaluate the facility and determine if the facility is complete in accordance with AP Part X and the contract documents. If the AOC General Manager of Court Facilities determines the facility is complete, Project closeout may proceed.

3. Finance: Within 90 calendar days after COJ acceptance and occupation of the facility, the A-E, CM, and contractors shall submit to the PDB, the AOC General Manager of Court Facilities, and the AOC Director of Budget and Policy, a memorandum of record stating that either "all charges for work have been submitted and paid with regard to the (Project name) Project" or shall detail any and all invoices or statements of charges which are outstanding or have not been paid.

Chapter 17. Construction Services Procurement and Management

17-1 General

A. The process of obtaining construction services is competitive and shall be conducted in accordance with KRS Chapter 45A and AP Part X, Section I.

B. The PDB, with concurrence from the AOC General Manager, may select one (1) of three (3) methods of procurement for construction services, as follows:

1. Traditional procurement of construction services from a single General Contractor (GC) who submits the lowest lump sum bid.
2. Construction Management (CM) procurement of construction services through the use of a CM pursuant to AP Part X, Section 1, Chapter 16.
3. Design-Build. This method teams an A-E with a CM to execute the Project design and construction for an established fixed cost. Design-Build is reserved for special case large Projects as identified by the AOC General Manager of Court Facilities.

C. Throughout the design and construction process the COJ requires the use of standard AIA contract documents as amended and or supplemented by AP Part X. Any and all AIA documents utilized for a COJ Project shall include by specific notation or by general reference the contractual requirements contained in AP Part X.

17-2 Duties and Responsibilities

A. Contracts: The A-E or CM shall prepare and submit all contracts on behalf of the PDB for execution by the Owner in strict compliance with the AP Part X.

B. The PDB shall:

1. Select a construction service provider in accordance with AP Part X;
2. Ensure that construction service provider(s) fulfills its obligations to the Owner and the COJ;
3. Monitor the progress and activities of construction services;
3. Review and recommend approval or disapproval of change orders to the AOC General Manager of Court Facilities;
4. Assist in the presentations to the CFSC and Capital Projects and Bond Oversight Committee, with the AOC General Manager of Court Facilities (the actions and activities of the PDB as may be required to come before these committees);
5. Ensure that all payment requests are received and reviewed on a timely basis;
6. Authorize, verify, and approve payments to construction service providers, and/or other service consultants are forwarded to the Owner for the Owner's submission to the trustee for timely payment
7. Ensure that the project is accomplished in accordance with the established budget, the program documents and AP Part X.

C. The AOC General Manager of Court Facilities shall ensure the COJ's interests and expectations relating to facility development are met. The AOC General Manager of Court Facilities, or his or her designee, shall:

1. Provide guidance to the PDB on the requirements of AP Part X and all matters relating to the execution and management of construction, court facilities criteria, design guidance, policies and procedures;
2. Monitor the progress of A-E services for design through construction (Phase A through Phase D), to ensure compliance with program documents and AP Part X;
3. Review partial payment applications from all construction service providers, A-E, CM, and other consultants, as applicable, to ensure accuracy prior to consideration by the AOC Director of Budget and Policy;
4. Assure that all financial matters pertaining to the Project are submitted to the AOC Director of Budget and Policy for consideration;
6. Establish Project substantial completion requirements;
7. Verify A-E's substantial completion determination;
8. Review, approve and initiate any and all actions resulting from substantial completion verification;
9. Make recommendations to the AOC Director and the Chief Justice on matters relating to the Project;
10. Assist the PDB during presentations to the Capital Projects and Bond Oversight Committee, if necessary; and,
11. Review, approve, or disapprove any and all Change Order Requests and Change Orders and execute other duties prescribed by AP Part X.

D. The AOC Director of Budget and Policy shall oversee all financial matters pertaining to the Project. The AOC Director of Budget and Policy duties, as relate to capital construction Projects, include but are not limited to:

1. Oversight of interim financing;
2. Oversight of bond sales;
3. Authorize, authorize with adjustments, or disallow payment applications;
4. Review and approval of funding for all change orders; and,
5. Review and approval of final Project and Project closeout payments.

E. The AOC Project Coordinator shall provide assistance and oversight to the A-E to ensure compliance with program documents and AP Part X.

F. The Court Facilities Standards Committee (CFSC) shall consider requests for changes and increases in scope and/or cost as prescribed in AP Part X, Section I, Chapter 10.

G. The General Contractor (GC) shall provide all services and products as required in this Chapter.

17-3 Solicitation for Qualified General Contractor Service Providers

A. Advertisement for Services: The PDB shall advertise, through public notice in a minimum of one (1) major state/regional daily newspaper and one (1) local newspaper. In addition, publication in a minority publication, which would expand the coverage for contractor solicitation of a project, is encouraged.

**ADVERTISEMENT
FOR
GENERAL CONTRACTOR SERVICES**

The (County Name) County Project Development Board is in the process of designing and constructing a new Judicial Center to be located in (City Name), KY. The Judicial Center is anticipated to be approximately _____ SF with a building construction budget of approximately \$_____, excluding site work and furnishings with construction slated to begin (month/year) . The Board invites interested General Contractors to submit a lump sum bid for the general construction of the project. Sealed bids shall be submitted to the (County Name) County Project Development Board Chairperson, (office of County Judge Executive) , (Mailing Address) , KY (Zip Code).

Copies of the construction documents may be viewed in the office of (Local Unit of Government Name), or may be obtained as directed by the construction documents invitation to bid from (printer/ distributors name).

Figure 17-1 Sample Public Notice (Advertisement) for General Contractor Services

17-4 Traditional Selection of Construction Service Providers

A. General: This process shall result in the selection of the GC with sub-contractors who submits the lowest and best overall qualified lump sum bid. The selection process described herein for a construction service provider for COJ projects is a competitive process by which a primary qualified and competent construction service provider (general/prime contractor) is selected. A bid form is required to be made a part of the contract bid documents. This Form of Proposal, as a minimum, shall contain:

1. Identification, by name, the project title, the PDB and the agency (AOC/County Fiscal Court) soliciting the bid;
2. Lump sum bid, written and enumerated;
3. Alternate proposals identified as Additive or Deductive;
4. Unit prices;
5. List of subcontractors with greater than 1% of the bid amount;
6. Name, address, phone number and email address (if applicable) of bidder;
7. Acknowledgement of addenda by date and number, and space for enumeration of all issued addenda; and,
8. A five-percent (5%) bid bond for submitted proposals.

B. Successful Bidder Submittals: The successful bidder shall provide to the PDB and the AOC General Manager of Court Facilities a complete and thorough breakdown of their bid on a AIA Standard Form G703. This bid breakdown shall be organized by standard divisions of work, shall be used as the basis of administering partial payments throughout the project and shall include the identification of all cost items, inclusive of mobilization, overhead and profit line items. general contract low bidders shall present an acceptable 100% surety bond for review and approval by the PDB and by the AOC General Manager of Court Facilities. The surety provider shall be licensed to do business in the Commonwealth of Kentucky and be in good standing with the Commonwealth of Kentucky Department of Insurance. No surety provider shall transfer its liability to any other agent or agency without the consent of the PDB and the AOC General Manager of Court Facilities.

17-5 Best Value Selection of Construction Service Providers

This process selects the most desired contractor, with sub-contractors, who submits the best value service to the Local Unit of Government and the COJ through the use of a detailed evaluation. The PDB shall reserve the right to review and select the best bid and reject any and all bids found not to be in the best interest of the Owner and or the COJ.

17-6 Design-Build Selection of Construction Service Providers

The PDB, upon approval from the AOC General Manager of Court Facilities, shall reserve the right to investigate whether the design-build option will best benefit the Local Unit of Government and the COJ. In such instances, the PDB may authorize the Design Build method of procurement as applicable for Local Unit of Government Projects. In the event this method is authorized, the AOC General Manager of Court Facilities and the PDB shall establish the process in which the method shall be executed.

17-7 Critical Path Construction Schedule

The successful general contract bidder shall provide a Critical Path Construction Schedule to identify all critical dates of material delivery, and progressive work dates. This schedule shall identify a final completion dates upon which to attach liquidated damage claims to the sub contractors and/or the GC at the time of the delay. The sub-contractors may be held responsible to the GC for liquidated damage claims pursuant to the Critical Path Construction Schedule at the time the dates are not met. Without such documentation and maintenance of this Critical Path Schedule the owner shall not bear responsibility to delay claims of any contract, contractor, or service provider.

17-8 Instructions to Bidders

A. A-E Responsibilities: The A-E shall include in the contract documents instructions to bidders and shall manage and oversee the printing and distribution of construction documents. This section details the minimum information, which shall be contained in the Instructions to Bidders; and the procedure for distribution of bid documents. The contract documents shall reference this AP Part X for inclusion in the invitation to bid. The bid form shall carry a notation for acknowledgement of the bidder having satisfied themselves as to the requirements of AP Part X, with the submission of the bid.

B. Bidder's Representations:

1. Project Understanding: Bidder's representatives shall read and understand the bidding documents upon which the bid is made.
2. Site Examination: Bidder's representatives shall carefully examine the site of the proposed work and be familiar with the local conditions under which the work shall be performed.

3. Directed and Implied Work: Bidder's representatives shall have relied upon furnishing all directed and implied work required by the bidding documents.
4. AP Part X: Bidder's representatives shall have acknowledged by submission of a bid that all conditions contained in AP Part X are part of the bid documents.

C. Copies

1. General: The A-E shall, on behalf of the PDB, Owner and the COJ, present to a printer all original documents to be published for the purpose of issuing bid documents. This printing cost shall be reimbursable for the actual cost or may be arranged as a direct billing to the PDB or Owner with prior coordination and approval by the PDB or Owner.
2. Distribution: The Printer shall execute distribution services for bid documents and, therefore, must possess this capability.
3. Intent: Copies of bid documents are for the purpose of obtaining bids on the works and do not confer a license or grant any other use of the bid documents.
4. Contents: Complete sets of bidding documents shall be issued in the preparations of bids. No partial set of bid documents shall be issued by the printer/distributor. The Owner, PDB, and the COJ assume no responsibility resulting from the use of an incomplete set of bidding documents.

D. Interpretation and/or Correction of Bidding Document:

1. Issues: Bidders shall promptly notify the A-E of any ambiguity, inconsistency or error which is discovered upon examination of the bidding documents, the site and or other condition affecting the bidding of the Project.
2. Questions: All questions regarding the meaning or interpretation of the bidding documents shall be directed in writing to the A-E. Questions received less than ten (10) calendar days prior to the date for receipt of bids shall not be answered.
3. Addenda: Any interpretation, correction or change of the bidding documents shall be made by addendum, issued by the A-E as provided in Paragraph 17-8. D. Interpretations, corrections or changes in the bidding documents made in any other matter shall not be binding and bidders shall not rely upon such interpretations, corrections and changes.
4. Standards: Unless otherwise indicated in the bidding documents, the materials, products and equipment described or referenced by manufacturers' or vendors' names, trade names, catalog number, among other things, are intended to establish a standard of required function, dimension, appearance and quality. Unless otherwise stated, substitutes or equal items may be furnished or used if so approved in writing by the A-E prior to bidding.
5. Prevailing Wage Grades: Bidders shall use current Commonwealth of Kentucky prevailing wage grades in their calculations for bid submittals. The A-E shall publish with the bid documents the established legal project prevailing wage, however bidders shall confirm its application to the project and notify the A-E immediately of any conflicts that may exist.

E. Addenda

1. Distribution: Addenda shall be mailed or delivered to all individuals who have requested and were furnished bidding documents by the printer.
2. Availability: Copies of addenda will be made available for inspection wherever the bidding documents are on file for this purpose.

3. Cut-Off Date: No addenda of a material nature will be issued later than seven (7) working days prior to the date for receipt of bids, except for addenda postponing the date for receipt of bids or withdrawing the Invitation to Bid.

4. Bidder Confirmation: The bidder shall ascertain, prior to submitting his or her bid, that all addenda issued by the PDB for the particular bid invitation has been received. The bidder shall acknowledge receipt of all addenda in the Form of Proposal, or by a separate letter to the PDB, which is received at or prior to the hour and date specified for receipt of bids.

F. Bidding Procedure

1. Bid Form

- a. Bids shall be submitted on bid forms (Form of Proposal) provided in the contract documents.
- b. All blanks on the Form of Proposal shall be filled in and all required support data shall be furnished.
- c. Where so indicated by the makeup of the Form of Proposal, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount in words shall govern.
- d. Any interlineation, alteration or erasure shall be initialed, in ink, by the authorized representative of the bidder who has signed the bid.
- e. Alternates, specifically called for by the contract documents, shall be bid. Voluntary alternate proposals and/or an alternate to a lump sum proposal shall not be considered unless specifically permitted by the conditions contained in the Advertisement for Bid or Invitation to Bid.
- f. The bidder shall make no additional stipulations on the bid proposal form, nor qualify his or her bid in any other manner.
- g. The Form of Proposal shall be signed by a person or persons legally authorized to bind the bidder to a contract. The Bid proposal shall also include the legal name of the bidder and a statement indicating whether the bidder is a sole proprietorship, a partnership, a corporation, or any other legal entity. A bid by a corporation shall also identify the state of incorporation and their Federal Tax Identification Number.

2. Bid Security

- a. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.
- b. Bid security shall secure the bidder's promise to:
 - i. Enter into a contract with the Owner on the terms stated in his or her bid proposal; and,
 - ii. Furnish bonds covering the faithful performance of the contract and the payments of all obligations.
- c. Should the bidder refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the bid surety shall be forfeited to the Owner as liquidated damages, not as a penalty.
- d. The PDB shall retain the bid security of the bidders until either:

- I. The contract has been executed and the performance and payment bonds have been furnished; or,
- II. The specified time has elapsed so that bids may be withdrawn; or,
- III. All bids have been rejected.

3. Submission of Bids

a. The completed bid, including Form of Proposal, bid security, and required support data, shall be enclosed in a sealed envelope. The sealed envelope shall be addressed as designated by the Invitation to Bid and shall be identified with:

- I. The bidder's name and address; and,
- II. The sealed bid invitation number, or project name as applicable; and,
- III. The bid closing date and hour; and,
- IV. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

b. Bids shall be properly received at the designated location prior to the closing time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by addendum. Any and all bids received after the closing time and date shall be returned to the bidder unopened, except as otherwise provided herein.

c. Bids received after the closing time and date for receipt of bids may be considered for evaluation and award only under the following circumstances:

- I. No other bids were received within the legal advertisement period, and,
- II. The re-advertisement time delay would seriously effect the operations of the COJ as determined by the AOC General Manager of Court Facilities.

d. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of bids.

e. Oral, telephonic, video, teleconference, FAX, E-mail or any other electronic transmission of bids or changes in bids by such methods are not permitted and shall not receive consideration.

4. Modifications or Withdrawal of Bid

a. Bids may be withdrawn through notification to the bid recipient clerk prior to the closing time and date for receipt of bids by the bidder as follows:

- i. With a properly identified representative, in person and not through the use of electronic means, of the bidder whose name appears on the bid envelope; or,
- ii. With a written request signed by an authorized representative of the bidder.

b. Withdrawn bids may be resubmitted up to the closing time designated for the receipt of bids.

c. During the specified time period following closing time and date for receipt of bids during which bids remain open for the PDB's acceptance, a period of not less than sixty (60) calendar days, extendable to ninety (90) calendar days by written notice to the bidder by the PDB or A-E,

extensions beyond ninety (90) calendar days can be agreed by both parties when required. No bidder may withdraw, modify or cancel its bid without the bid security being subject to forfeiture.

17-9 Consideration of Bids

A. Opening of Bids: Unless the Advertisement for Bids or Invitation to Bid indicates otherwise, all properly identified, timely bids shall be publicly opened and read aloud. All such bids shall be listed on the official bid tabulations, and will be made available to bidders upon request.

B. Cancellation of Invitation to Bid, Rejection of Bids and Waiver of Technicalities or Informalities:

1. The right to cancel the Invitation to Bid, to reject any and all bids, and to waive technicalities and minor irregularities in bids shall be maintained and preserved by the AOC and the PDB when such action is determined to be in the best interest of the COJ and the Owner.
2. Grounds for the rejection of bids include but are not limited to:
 - a. Failure of a bid to conform to the essential requirements of the Advertisement of Bids or Invitation to Bid.
 - b. Failure of a bid to conform to the requirements of the contract documents.
 - c. Failure of a bid to conform to the delivery of completion schedule established in the bidding documents.
 - d. Inclusion of a bid provision limiting the bidder's liability to the Owner in a manner inconsistent with the provisions of the bidding documents.
 - e. Unreasonableness of a bid price, as determined by the PDB and the AOC General Manager of Court Facilities.
 - f. Non-responsibility of the bidder.
 - g. Failure of a bidder to furnish a bid security in accordance with the requirements of the Advertisement for Bids or Invitation to Bid.
 - h. Failure to furnish a proper and acceptable 100% performance and payment bond.

C. Acceptance of Bids

1. PDB Recommendations: The PDB shall recommend to the AOC General Manager of Court Facilities a successful bidder for the proposed work for approval and permission to proceed with an award of contract. The Chief Justice, by and through the AOC General Manager of Court Facilities, reserves the right to accept or reject any/or all bids and or alternate bids provided for in the bid documents.
2. Intent: It is the intent of the COJ and the PDB to award a contract in due course and after a reasonable bid evaluation period to the lowest responsive best bid by a responsible bidder, provided the acceptable bid sum is within budgeted funds.
3. Alternates are considered in the award of contract. Alternate(s) may or may not be accepted by the PDB and the AOC General Manager Court Facilities in the sequence in which they are listed on the bid proposal form; and, the lowest bid sum shall be computed on the basis of the sum of the based bid plus and/or minus any alternates accepted.

17-10 Subcontractor, Material, and Equipment Listing

A. Sub-contractors

1. Names and Addresses: The bidder shall list the names and addresses of subcontractors proposed for each of the principal portions of the work, including those persons or entities which will furnish material or equipment fabricated to a special design, in the designated place on the Form of Proposal.
2. Reliability and Responsibility: The bidder shall be responsible for establishing, to the satisfaction of the PDB, the reliability and responsibility of the listed subcontractors. The bidder may be required by the PDB to provide additional information regarding listed subcontractors.
3. Qualifications and/or capabilities of a listed contractor: If the PDB or the AOC General Manager of Court Facilities has an objection to the qualifications and/or capabilities of a listed contractor, the bidder shall, upon a written request by the PDB, submit the name of an acceptable substitute subcontractor with no change in the bid price. The failure of the bidder to promptly comply with these requirements may be grounds for rejection of the bid.
4. Acceptable Subcontractors: Any listed subcontractor to whom the PDB or the AOC General Manager of Court Facilities does not make a written objection prior to the giving of the notice of award shall be deemed acceptable.
5. Substitutions: The bidder shall make no other substitution for any listed subcontractor without first notifying the PDB, in writing, of the intended substitution and the specific reason for the substitution, and without obtaining the prior approval of the PDB and the AOC General Manager of Court Facilities. Such substitutions may be disapproved if the PDB or the AOC General Manager of Court Facilities has an objection. Substitutions subsequent to the execution of the agreement between the Owner and the contractor shall be governed by the published General Conditions.
6. Contractual Relationships: Nothing contained in the bidding documents shall be deemed to create a contractual relationship between the Owner and any subcontractor.

B. Lists of Materials and Equipment

1. Submittals: The bidder shall submit a listing of major materials and equipment, including manufacturer's name, brand and/or catalog. The materials and equipment listing shall be the same listing which is bound with the Form of Proposal.
2. Acceptability of materials and equipment: Prior to acceptance of a bid, the PDB and the A-E will make a preliminary review of the bidder's list of materials and equipment. The PDB shall advise the bidder of the tentative acceptability of such materials and equipment, subject to the satisfactory completion and approval of shop drawings, or direct such other action as may be necessary to meet the requirements of the contract documents.
3. Unacceptable materials and equipment: If any of the listed material or equipment is determined not to meet the requirements of the contract documents, the bidder shall furnish other material or equipment, which meets those requirements at no change to the bid price.
4. Preliminary review and acceptance of the above list shall not relieve the bidder, as the contractor, of the obligation to furnish equipment and materials in accordance with the contract documents.

17-11 Unit Prices

A. General: Unit prices shall be submitted for all bid proposals so as to identify costs and project any costs related to change orders.

B. Submission

1. **Unit price list:** The bidder shall submit with the bid a list of unit prices as designated on the Form of Proposal.
2. **Unit price use:** Unit prices are used for the pricing of changes in the quantity of work from that indicated by the contract drawings and specifications, where such changes have been authorized in writing by the PDB in accordance with general conditions.
3. **Unit price components:** The unit prices shall include all necessary labor, materials, equipment, appliances, supplies, plus overhead and profit.
4. **Unit price quotes:** Only one unit price shall be quoted for each designated item of work. The unit price shall be used to calculate price adjustments based on deductive, as well as additive, change.
5. **Unit price application:** Unit prices shall apply to all phases of work whether the work is performed by the bidder or by the bidder's (contractor's) subcontractor.
6. **PDB Use of Unit Prices:** For unit prices of a lump sum bid contract, the PDB reserves the right, prior to an award of contract, to evaluate the unit prices and adjust and/or reject any unit price that is determined by the PDB or the AOC General Manager of Court Facilities to be unreasonable in amount.

17-12 Performance and Payment Bonds

A. Performance Bond Delivery: Bidders or a contractor(s) that is replacing a contractor because of non-performance, and abandonment, among other things, shall deliver a performance bond for the amount of 100-percent (100%) of the awarded cost of construction the date of execution of the agreement between the Owner and contractor or, with the approval of the PDB, within ten (10) calendar days after that date.

B. Bond Instrument and Copies: Unless otherwise specified in the bidding documents, the bonds shall be written on the AIA Document A312 form and made a part of the contract by submission.

C. Attorney's Duties: The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney. The date of the power of attorney shall not precede the date of the bonds. The bonds shall be executed by a licensed Kentucky resident agent who represents insurance companies authorized to do business in Kentucky. No surety or surety agent shall transfer or assign the surety bond to any other surety company or surety agent without the written consent of the PDB and AOC General Manager of Court Facilities.

17-13 Basic Legal Requirements

A. Authentication of Bid and Statement of Noncollusion and Nonconflict of Interest: An Authentication of Bid and Statement of Noncollusion and Nonconflict of Interest shall be bound with and included as part of the bid proposal form. The bidder shall complete and sign that document and submit it as part of the bid. Failure to comply with these requirements shall invalidate the bid.

B. Foreign Corporate Firms

Foreign corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky 40601, and must be in good standing.

A foreign corporate bidder, if not registered with the Secretary of State at the time of the bid submittal, shall be required to become registered and in good standing prior to the issuance or receipt of a contract.

17-14 Taxes

A. Kentucky Sales and/or Use Tax

1. Nonexemption to Kentucky Sales and/or Use Tax: Bidders are informed that unless special consideration is obtained and approved by the AOC General Manager of Court Facilities, general construction contracts in the Commonwealth of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax.

2. All adjustments and allowances for the current sales or use tax shall be provided for in the bid amount and no later adjustments to the contract sum will be permitted and/or made on this basis.

B. Federal Excise Tax: The Commonwealth of Kentucky is entitled to exemption from Federal Excise Tax. All Bidders or subcontractors shall take this into consideration in their bid price.

C. Taxes, Workmen's Compensation, etc.

1. Contractor Liability: The bidder or contractor is required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities.

2. Amount: Workmen's compensation shall be carried to the full amount as required by Kentucky Revised Statutes.

3. Law: Bidders shall be in, and remain in, full compliance with KRS Chapters 341 and 342.

17-15 Planholders's List

A. Intent to Bid: A request to the PDB for a Form of Proposal and/or bidding document for a particular project will be regarded as a showing of an intent to submit a bid.

B. Plan Holder's List

1. Plan Holders: Unless the Project Development Board is otherwise notified, the names of all firms making such requests will appear on the plan holder's list showing all plan holders, and all issued addenda.

2. Restrictions: The published plan holder and addenda listing is for general information purposes and the exclusion of any firm in no way expresses or implies the approval and/or disapproval of the qualifications of any listed bidder, subcontractor, material or equipment supplier.

3. Incomplete documents: If the bidder or plan holder notes that he or she is not in receipt of the listed addenda, it shall be the bidders sole responsibility to obtain or review same at any of the designated reporting agencies where bid documents have been placed for review.

17-16 Post-Bid Review and Material Submittal

A. Representative at Bid Opening: The bidder shall have an authorized representative at the bid opening for the purpose of:

1. Submittal of the material and equipment listing; and,
2. Post-Bid review of the preliminary apparent low bid or bids.

B. Apparent Low Bidder or Bidders Submissions: Unless otherwise provided in the bidding documents, the preliminary apparent low bidder or bidders shall submit the material and equipment listing no later than one (1) hour after the close of the reading of the bids. The materials and equipment listing shall be that listing bound with the Form of Proposal.

C. Post-Bid Preliminary Review:

1. Post-bid Preliminary Review shall include representatives of the PDB, the A-E, the AOC General Manager of Court Facilities or his or her representative, and the preliminary apparent low bidder or low bidders.
2. Direction of Review: The post-bid preliminary review shall be directed toward subcontractors, material listing, unit process and qualifications of the bidder or bidders.
3. Apparent Low Bidder's or Bidders' representative(s) shall have the authority and ability to respond to questions that arise during the post-bid preliminary review.

17-17 Equal Employment and Non Discrimination

A. General Policy

1. Policy: The Commonwealth of Kentucky Court of Justice is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin, or disability in employment.
2. Minority Vendors, Contractors, and Subcontractors: The use of minority vendors, contractors, and subcontractors is encouraged, whenever possible, on public works contracts. The bidder and contractor should make full efforts to locate minority business persons. The PDB shall, when practical, issue public advertisement of the project in a local / regional minority publication as an acceptable and positive action to accomplish this policy of inclusion and diversity in the construction of these projects. .
3. Assistance in Locating Minority Vendors, Contractors, and Subcontractors: For assistance in identifying vendors, contractors, subcontractors and/or publications, bidders may contact the Kentucky Office for Minority Business Enterprises, 2329 Capital Plaza Tower, Frankfort, Kentucky 40601 or the Court of Justice Office of Equal Employment Opportunity, 100 Millcreek Park, Frankfort, Kentucky 40601.

B. Kentucky Equal Employment Act of 1978: The provisions of KRS 45.560 and 45.640, known as the Kentucky Equal Employment Act of 1978, hereinafter referred to as the Act, shall be binding upon the declared successful bidder and any subsequent contract awarded to the bidder. Except that a contractor or subcontractor subject to the provisions of KRS 45.570 is exempt to any affirmative action or reporting requirements if:

1. Contracts less than \$250,000: The contract or subcontract awarded is in the amount of \$250,000 or less, and the amount of the contract is not a subterfuge to avoid compliance with the provisions of this Act.
2. Use of Less than eight (8) employees: The contractor or subcontractor utilizes the services of fewer than eight (8) employees during the course of the contract.
3. Family members or relatives: The contractor or subcontractor employs only family members or relatives.
4. Persons having direct ownership interest: The contractor or subcontractor employs only persons having a direct ownership interest in the business, and such interest is not a subterfuge to avoid compliance with the provisions of this Act.

C. Reporting Compliance

1. Any bidder not exempted from the affirmative action or reporting requirements of the Act shall, within five (5) calendar days after being declared the apparent low bidder, submit to the Court of Justice Office of Minority Affairs, 100 Millcreek Park, Frankfort, Kentucky, the following:
 - a. A statement of intent to comply in full with all requirements of the Kentucky Equal Employment Act of 1978.
 - b. A breakdown of the bidder's existing workforce within the Commonwealth of Kentucky, indicating the race, age, position held, county and state of residence and date of employment of each employee.
2. Within ten (10) calendar days after the receipt of this report, the Court of Justice Office of Minority Affairs, will determine whether the bidder's work force is reflective of the percentage of available minorities in the areas from which the bidder's employees are drawn.
3. If a determination is made by the Court of Justice Office Minority Affairs that the bidder's workforce is reflective of the percentage of available minorities in this drawn area, the bidder shall be Certified and be thereby qualified for the contract and to bid on any contract covered by the Act without filing additional data for a period of six (6) months.
4. If it is determined by the Court of Justice Office of Minority Affairs that the bidder's workforce reflects an under-utilization of minorities, the bidder and the Project Development Board shall be so notified and no certification be granted. The bidder shall then have the option of filing with the PDB and the Court of Justice, Office of Equal Employment Opportunity an affirmative action project, indicating goals and timetables for recruiting and hiring minorities throughout the contractor's workforce. The Court of Justice Office of Minority Affairs, upon request of any contractor, shall furnish technical assistance in fulfilling the requirements of the Act.
5. If the bidder is subsequently awarded the contract being sought, failure to comply with the goals and timetables set forth in the affirmative action plan shall be an unlawful practice under the act and shall constitute a material breach of contract.
6. If the Court of Justice Office of Minority Affairs determines that the submitted affirmative action does not fulfill the provision of the Act, the bidder shall be so notified and no certification shall be granted.
7. If the bidder's workforce is not reflective of the percentage of minorities in the drawing area and he or she has complied with all other affirmative action requirements in the Act, he or she may certify by verified affidavit that he or she had made every reasonable effort to comply with said percentage requirements and he or she shall thereafter be entitled to all benefits of the Act.

17-18 Meetings

A. Required Meetings: On projects with general contractors, the GC is responsible to facilitate and document all construction-related meetings.

1. Pre-Construction Meeting: The GC and his or her primary subcontractors shall confer with the A-E, the PDB, and the AOC General Manager of Court Facilities to confirm their understanding of the project's budget, purposes, concepts, desires, requirements (Program) and time-table (*Critical Path Schedule of construction activities*) prior to initiating construction activities.

2. Monthly Progress Meetings: The GC and his or her subcontractors, as applicable and necessary, shall confer with the A-E, the PDB, and the AOC General Manager of Court Facilities to report the progress and status of the projects and to address any special conditions or issues that have occurred or are anticipated.

3. Other Meetings: The GC and his or her subcontractors, as applicable, necessary, and/or as requested by the GC, A-E, the PDB and/or the General Manager of Court Facilities, shall confer with the PDB and/or the AOC General Manager of Facilities to address issues, special conditions, or anticipated issues or conditions.

B. Execution of Meetings and Minutes: Meetings are intended to update persons and agencies involved in the Project and to provide information and discussion to make informed decisions. Meetings are not to be used as a forum to discuss issues which can/could be resolved between two persons or agencies.

1. Meeting Agenda: An agenda for meetings is required, and shall include the following information, at a minimum:

I. Date and time of meeting;

II. Location;

III. Purpose;

IV. Issues to be addressed;

V. List of participants;

VI. Contact person.

2. Meeting Facilitation: The A-E Provider shall facilitate all design-related meetings and provide meeting notes to the PDB and the AOC Project Coordinator. Construction progress meetings may be facilitated by the CM or GC, as applicable.

3. Meeting Minutes: The facilitator shall record minutes of meetings and shall provide copies of minutes to all concerned parties including but not limited to the PDB, the AOC Project Coordinator, the A-E, and all affected contractors and vendors.

17-19 General Provisions for Construction Service Providers

See Appendix E. Section II. Court of Justice Addendum to AIA Standard Documents. The Addendum relating to General Provisions shall be incorporated into this Section 14-9 as if fully set out herein; and, shall be incorporated into all AIA Standard Agreements (Contracts) pertaining to Court of Justice projects as if fully set out therein. These provisions shall establish additional requirements and responsibilities of all Project service providers as it relates to the following:

Owners Representative
Prior Agreements

Conflict of Interest and Non-Collusion Policies and Principles
Solicitation and Hiring of State Employees
Indemnity
3rd Party Beneficiaries
Successors and Assigns
Minimum Insurance Requirements
Performance Bond Requirements
Compliance with Authorized Program, Budget and Standards
Materials and Equipment
Schedule and Expedition of Work
Intent and Interpretation
Project Documents and Records
Project Closeout
Termination
Applicable Law

17-20 Execution of Construction Services

A. Supervisory Personnel: General contractors shall maintain an adequate number of supervisory personnel on the project work site during the hours that work is performed. Supervisory personnel, including but not limited to job superintendents, project managers, general foremen, and construction managers, may not be reassigned from a project without the written consent of the PDB and the AOC General Manager of Court Facilities.

B. Contractor's Performance: The contractor shall perform all of the work required, implied or reasonably inferable from the contract, including but not limited to the following:

1. Construction of the Project in a timely and efficient manner consistent with the authorized construction documents and construction schedule. Contractors are financially responsible for any delays which their non-adherence to contract documents and construction schedule delays may cause as related to their contract items and resulting delays of other contractors (e.g., other trades and material providers) and service providers (e.g., A-E, GC, CM, contractor(s), inspectors, and the like);
2. The furnishing of any required surety bonds and insurance;
3. The provision and prompt payment of labor, supervision, administrations, services, materials, supplies, equipment, fixture, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project; and,
4. The creation and submission to the PDB of detailed and comprehensive as-built drawings, in accordance with the United States CAD Standard, depicting all as-built construction. The as-built drawings shall be submitted to the Owner and to the AOC, as follows: one (1) printed set each of the working drawings and specifications, including one (1) set of drawings and specifications submitted in United States National CAD Standard format on one (1) compact diskette (CD) each. The contractor shall be entitled to final payment upon receipt of complete and accurate as-built drawings in accordance with the above.

C. Intent of the contract documents: The intent of the contract documents is to include all items necessary for the proper completion of the work by the contractor. Labor or material, which are not evidently necessary to produce the desired results, even though not specifically mentioned in the contract documents, shall be included in the work. No additional work, or modifications to an existing Contract Document, shall be authorized or allowed without inclusion in a contract document.

D. Questions to the A-E: In the event a question arises regarding the meaning or intent of the drawings and specifications, the contractor shall report it at once to the A-E. The A-E shall furnish, with reasonable

promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.

E. Communications through the A-E to the Contractor: Except as otherwise provided in the contract documents, the Project Development Board's instruction to the contractor shall be forwarded through the CM (if applicable) or the A-E (if no CM). The contractor's communications with the Project Development Board shall be through the CM (if applicable) or the A-E (if no CM).

F. Review of Work:

1. Shop Drawings: The A-E shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.
2. The A-E is authorized to refuse to accept work, which is defective or otherwise fails to comply with the requirements of the Contract.
3. If the A-E deems it appropriate, the A-E is authorized to call for extra inspection or testing for compliance with requirements of the contract or for any life safety issue or matter.
4. The A-E shall review the Contractor's Payment Requests and shall approve, in writing, those amounts which, in the opinion of the A-E, are properly owing to the contractor as provided in the contract.
5. The A-E shall perform those inspections required by the Board.

G. Interpretation of contract documents: The A-E shall be the interpreter of the requirements of the contract documents and the judge of the performance thereunder by the contractor.

H. Change Orders (AIA DOCUMENT G701 with Court of Justice Supplement):

1. General: Project change orders may increase, decrease, or cause no change in the cost of the Project. The total cost of all change orders added to the Project costs may not exceed the authorized budget of the Project. All documents shall be fully executed and signed by all required parties to be a recognized encumbrance to the Project. All change orders require the approval of the PDB, the AOC General Manager of Court Facilities and the AOC Director of Budget and Policy.
2. Policy: Change orders shall not be used as a means to increase the cost and/or scope of the approved Project. Change orders shall only be considered to:
 - a. Correct unanticipated events and conditions beyond the control of the PDB, service providers, and/or contractors;
 - b. Correct unforeseen or unknown issues and/or conditions; and,
 - c. Make necessary modifications to increase efficiency or durability of primary and supporting facility components.

Change orders shall not be used as a second chance design process by the PDB, its members, the A-E, CM, or contractor(s). Due diligence is required throughout the design/bid procedures to minimize the potential for Change Orders during construction. Contingency funds shall not constitute a change order fund.

3. Duties and Responsibilities:

- a. Change Requestors: Proponents of a proposed change order may be the PDB, the GC, a Code Enforcement Official, the A-E, the AOC, and/or the CM. Other individuals/agencies may be recognized as proponents of change order requests with the AOC General Manager of Court Facilities approval. Change requestors shall submit all proposed changes to the A-E.
- b. The A-E shall receive and promptly examine change requests from the requestor (the proponent), request additional information from the change requestor, if necessary, and advise the AOC Project Coordinator and the PDB of the request. The A-E shall:
 - I. Evaluate proposed change order impacts and costs, determine whether the proposed change(s) are acceptable for presentation to the PDB and ensure proposed costs are fair and reasonable, or reject the proposed change(s) based on documentation;
 - II. Enter change order request data into the AOC Project Tracking System as directed by the AOC;
 - III. Provide all supporting and backup for all requests for material, labor, equipment, etc. included in the Project change order request; and,
 - IV. Issue and collect required signatures for all authorized and approved changes.
- c. The AOC General Manager of Court Facilities or his or her designee shall approve, disapprove or request modification to the requestor, of a submitted Change Order Request in the AOC Project Tracking System as directed by the AOC. Upon approval by the AOC General Manager of Court Facilities, the submitted change order request shall be considered for approval by the AOC Budget and Policy Director.
- d. The AOC Budget and Policy Director shall determine whether authorized funding is available for the submitted change order request.
- e. The CM shall assist the A-E in promptly examining change order requests from the requestor, request additional information from the change order requestor if necessary, and advise the AOC and the PDB of the request.

I. AOC Oversight of Construction:

1. General: The AOC General Manager of Court Facilities or his or her designee shall provide oversight of design and construction efforts and related activities in accordance with the Kentucky Revised Statutes, AP Part X, and/or approved and executed Project contract documents.
2. Oversight of Design: The AOC General Manager of Court Facilities or his or her designee may conduct design reviews at any time and may direct corrective action upon discovery of unsuitable designs or specifications which are not in compliance with AP Part X, the Program Documents, or which have been deemed inappropriate by the COJ.
3. Oversight of Construction: The AOC General Manager of Court Facilities or his or her designee may conduct inspections at any time and may instruct the CM and/or construction service providers to cease work and/or make corrective actions. If the CM, and/or construction service providers fail to take corrective actions, the AOC General Manager of Court Facilities or his or her designed may direct corrective actions by others at the expense of those who failed to execute the work and those who were responsible for oversight and design of the work (e.g., CM, A-E).
4. Job Site Safety: The COJ Occupational Health and Safety (OSHA) Officer may conduct inspections of job sites at any time and may direct and/or require corrective action by responsible parties to take immediate measures, at their expense, to ensure a safe work environment.

Additionally, the COJ OSHA Officer has the authority to cite individuals, contractors, subcontractors, CMs, and/or other responsible parties for unsafe acts and/or environments and shall report safety violations as required by law.

Chapter 18. Project Payments and Financing Procedures

18-1 General.

This chapter describes the procedures for payment requisitions and Project financing after a COJ Project has been authorized by the General Assembly.

18-2 Definitions.

A. Capital Projects Tracking System (CPTS), is an Administrative Office of the Courts (AOC) web-based program which provides a means to monitor, track and report financial and budgetary data related to the cost of construction of new judicial capital Projects (Projects). (See Appendix H.)

B. Payment Requisitions are payment requests, submitted on a form prescribed by the AOC, for the Trustee to initiate payments for all costs associated with the new Projects.

C. Level Repayment Schedule, is a repayment schedule in which the combined amount of principal and interest payments, per fiscal year, for each bond issue remains relatively constant (ideally the difference between the lowest fiscal year payment and the highest fiscal year payment is within \$5,000) over the life of the bond issue.

D. Maximum Annual Repayment Amount is the maximum aggregate total of annual payments for all bonds issued for a particular Project.

E. Daily Interest is the total interest divided by the number of days in the first coupon (each month is calculated as thirty (30) days with an assumed year of three hundred sixty (360) days).

F. Lease/Sublease Agreement is an agreement entered into between the Local Unit of Government, the corporation and the AOC which describes the leasing, operation, maintenance and financing, including use allowance payments, for the Project. The Lease/Sublease Agreement shall be on a form prescribed by the AOC, and shall be prepared by bond counsel with the assistance of the financial adviser. The Lease Agreement and any related documents shall be submitted to the AOC Office of General Counsel and the AOC Director of Budget and Policy at least fourteen (14) days prior to any needed signature. No payments shall be made without same with 10 calendar days submittal to OGC at AOC for review.

18-3 Payment Procedures

A. Payment Requests: All contract and non-contract payment requests shall be submitted electronically by the A-E, CM or GC, utilizing the CPTS. No payment shall be made by the trustee bank unless the request was properly made through the CPTS.

B. Payment Requisition: All payment requisitions shall be submitted on a form prescribed by the AOC. No payment requisition shall be authorized and forwarded to the Trustee by the PDB without prior authorization by the AOC Budget and Policy Director and the AOC General Manager of Court Facilities.

C. Change Orders may not be included in any payment requisition unless they are first entered into the CPTS by the A-E, CM or GC and approved in writing by the PDB, the AOC Budget and Policy Director and the AOC General Manager of Court Facilities.

D. Requisition Submittal to Trustee: The PDB and the Owner shall be responsible for forwarding approved payment requisitions to the trustee.

18-4 Allowable Expenditures of Funds.

A. General: Allowable expenditures may include site acquisition, architectural and engineering services, financial and legal services, and fixed equipment.

B. Facility Site: Site procurement for Projects shall be in accordance with AP Part X, Section I, Chapter 12. Further, expenses and financing costs shall not be considered reimbursable. In the event the county has previously purchased land through a bond acquisition or loan, the fees associated with that investment shall not be reimburseable from these funds.

In no case shall Project funds be used to purchase a site larger in size than that required by COJ standards for construction of an approved Project. The AOC General Manager of Court Facilities shall make the final determination of site adequacy in the event smaller or larger sites are proposed by the PDB or Owner. The Owner may purchase, at its own expense any size parcel, or additional parcels they may deem in their own best interest. No property may be purchased by the PDB for a price that exceeds the original purchase price or an MAI appraisal, whichever is greater. Funds may be used to reimburse the Owner for a site owned prior to Project approval by the COJ if deemed necessary and appropriate by the AOC Director of Budget and Policy. This cost shall not exceed the amount of the original purchase price or an MAI appraisal, whichever is greater.

C. Outstanding Debt: Any outstanding debt or loan obligations the local agency holds for which the AOC has responsibility pursuant to KRS 26A shall become the responsibility of the local agency upon the COJ vacating the premises. No outstanding indebtedness to any existing court facility currently used by the AOC may be rolled over or encumbered under the financing for any new Project.

D. Authorized Use of Project Funds: Project funds shall be used in accordance with AP Part X. The PDB and/or the Owner shall utilize COJ Project funds for the promotion and execution of the specifically described and authorized COJ Project only. The Owner shall not direct the expenditure of any Project funds to other local agency-owned or occupied Projects or facilities. COJ Project funds are for the benefit of COJ-occupied facilities only.

18-5 Interim Financing.

A. When Required: In the event the Owner cannot provide cash outlays for COJ Project expenditures prior to long-term financing, interim financing may be procured.

B. Policy:

1. The Owner shall explore the availability of funds for use in the interim financing of front costs, such as land purchase costs, site and environmental surveys, demolition (if required), design-related costs, and/or other miscellaneous costs.
2. The term of the interim financing shall not exceed five (5) years.
3. Interim financing shall be retired and paid in full upon the issuance of long-term financing for the Project.

18-6 Long-Term Financing

A. Financing Approval: Owners who obtain funding for COJ Projects from entities including, but not limited to, the Kentucky Association of Counties (KACO), the Kentucky Area Development Districts (KADD), licensed security firms and/or other applicable financial agents shall obtain approval from the PDB before entering into any financing agreement.

B. Financing for COJ Projects Utilizing the Assistance of Financial Advisors: See Appendix C for the COJ Standard Contract for Financial Advisory Services and an example Request for Proposals (RFPs) to serve as Financial Advisor to the Owner.

C. Project Development Board.

1. Reserved Rights: The Project Development Board reserves the right to the following:

- a. Reject all responses to a Request for Proposal for Financial Advisory Services (RFP) and seek new responses when such procedure is reasonably in the best interest of the Owner or the COJ; and,
- b. Make investigations regarding qualifications of any or all respondents.

2. Non-Responsibility: The Project Development Board shall not be responsible for:

- a. Any cost incurred in the preparation of any response of qualifications; or,
- b. Any disclosure, whether by negligence or otherwise, of any material or information in any form submitted by any respondent to an RFP.

D. Rate of Participation.

The rate of participation by the Owner shall be determined by the AOC. The level of participation by the AOC is based on the occupancy of the facility and KRS Chapter 26A. COJ Projects are intended to be 100% COJ occupancy.

The AOC shall not be financially responsible for any portion or portions of a Project that is not 100% COJ used and occupied. The Owner shall assume the proportionate share of the debt service payments equal to the non-COJ occupancy.

E. Financing Procedures.

1. Authority: The Owner shall request authorization from the AOC Budget and Policy Director to finance the Project through a local unit of government, or other agency as may be in accordance with KRS Chapter 26A.

2. Procedure: The procedure for financing shall be as follows:

- a. The Owner shall solicit services of a financial advisor by advertisement as specified below. The PDB shall evaluate all received responses and select the most qualified respondent through an RFP process. The proposed financial advisory fee shall not exceed the amount listed in Table 18-3. If the Project is less than \$5,000,000, the PDB, at its discretion, may elect to interview no more than three (3) and no less than one (1) most qualified financial advisory firm(s) to evaluate and select the service provider. For Projects \$5,000,000 or greater, the PDB shall require the interview process be incorporated as stated without option.
- b. The Owner shall obtain the services of a trustee. Such institution shall meet eligibility criteria provided herein.
- c. The Owner shall solicit for the services of bond counsel by advertisement as specified below. The PDB shall evaluate all received responses and select the most qualified bond counsel through an RFP process.
- d. The Owner shall advertise a Public Notice, as specified in Figure 18-1 for Financial Advisor, and Figure 18-2 for Bond Counsel, in the locally distributed legal newspaper of primary circulation and advertised in a minimum of one (1) major state/ regional daily newspaper published in the *Commonwealth of Kentucky*. The notice shall comply with this requirement when published either

in the Louisville Courier-Journal, the Lexington Herald Leader. (See Figures 18-1 and 18-2 for sample Public Notices) A Request for Proposals (RFP) (See Appendix C for Example RFP) may be mailed directly to at least three (3) financial advisory firms and three (3) bond counsel firms. Addition publication of this public notice in regional minority news publications is supported and encouraged by the COJ.

Public Notice for Financial Advisory Services

The (Name) County Project Development Board (PDB) proposes to construct a new judicial center located in (City Name), Kentucky. The PDB invites interested Financial Advisors to submit a proposal along with a letter of interest to the (Local Unit of Government), (Mailing Address), KY (Zip Code). Proposals shall be returned to the address above no later than (Month/Day/Year), (Time). Proposals received after this date and time shall not be considered.

Proposals shall include qualifications and experience with issuances related to local bond issues, other information determined to be pertinent by the responder, and a *fee quote shall be included and shall not exceed the maximum fee schedule in AP Part X, Table 18-3 for financial services. Interested service provider shall submit ten (10) copies of their proposal.*

It is the sole responsibility of the respondent to meet the deadline and to assure the timely delivery of all proposals. Faxed copies and electronic transmissions shall not be accepted or considered.

Figure 18-1 Sample Advertisement for Financial Advisor

Figure 18-2 Sample Advertisement for Bond Counsel on following page.

Public Notice for Bond Counsel

The (Name) County Project Development Board (PDB) proposes to construct a new judicial center located in (City Name), Kentucky. The PDB invites interested Bond Counsel to submit a proposal along with a letter of interest to the (Local Unit of Government), (Mailing Address), KY (Zip Code). Proposals shall be returned to the address above no later than (Month/Day/Year), (Time). Proposals received after this date and time shall not be considered.

Proposals shall include: (1) qualifications; (2) experience with specific bond issuances (local and statewide); (3) references; (4) other information determined to be pertinent by the responder: and, (5) a fee quote for total service (not hourly rates). Interested service providers shall submit ten (10) copies of their proposal.

It is the sole responsibility of the respondent to meet the deadline and to assure the timely delivery of all proposals. Faxed copies and electronic transmissions shall not be accepted or considered.

Figure 18-2 Sample Advertisement for Bond Counsel

F. Estimated Court Project Components. The following information shall be provided along with the program documents.

1. Schedule of Events

- a. The AOC shall determine the rate of participation: (MM/YY).
- b. The issuing entity shall receive proposals from at least three (3) financial advisory firms, three (3) bond counsel firms, if available, and engage services of financial advisor and bond counsel: (MM/YY).
- c. The establishment of a corporation to act as conduit for municipality, if necessary, in order to issue bonds pursuant to KRS Sections 58.180, and 273.161 to 273.390 for COJ Projects: (MM/YY).
- d. Construction bids shall be received and authorized by the municipality and the AOC: (MM/YY)
- e. Quarterly meetings of the Court Facilities Standards Committee: (MM/YY).
- f. Report to the AOC Director if it is determined that the term of the bonds will need to exceed twenty (20) years (up to twenty-five (25) years): (MM/YY).
- g. Report to the Capital Projects and Bond Oversight Committee and the Interim Joint Committee on Appropriations and Revenue if the term of the bonds will exceed twenty-five (25) years; or, if the Project will require an increase in scope and/or use allowance: (MM/YY).
- h. A Project form shall be received by the AOC fourteen (14) days prior to the sale of interim financing notes or bond issue. Failure to submit the form fourteen (14) days prior to the sale and to immediately resolve discrepancies shall result in cancellation of the sale by the AOC.
- i. Advertisement of Bond Sale, Distribution of Preliminary Official Statement (including drafts Use and Sublease Agreement and Continuing Disclosure Agreement), if determined that the AOC is an obligated party: (MM/YY).
- j. Bond Sale: (MM/YY).

k. Bid for Investment of Bond Proceeds and Final Investment Schedule submitted by Financial Advisor: (MM/YY)

l. Distribution of Official Statement, Final Use and Lease/Sublease Agreement (or form prescribed by the AOC), and Continuing Disclosure Agreement within 14-days of sale to the AOC, and any other interested party, if applicable: (MM/YY)

m. Monitoring of construction draws and compliance with arbitrage regulations (information to be provided by Trustee, Architect, or Construction Manager, if applicable): (MM/YY). Trustee reports shall be submitted to the AOC on a monthly basis.

G. Debt Service Schedules.

The following procedures shall be utilized by all participating Owners in the construction of debt service schedules:

1. The AOC's use allowance applied to debt service shall be limited to a twenty (20) year issue, with a level repayment schedule. The maximum annual repayment amount (use allowance) shall not exceed the provisions as defined by KRS 26A.162. In extenuating circumstances and upon written request, an extension of the bond term, to twenty-five (25) years, may be granted by the AOC Director. The AOC Director shall submit a proposal for an extension of the bond term greater than twenty-five (25) years to the Interim Joint Committee on Appropriations and Revenue and the Capital Projects and Bond Oversight Committee;

a. The debt service schedule shall always have twenty (20) years of payments based on six (6) month intervals, or forty (40) total payments. If the payments begin so that only one (1) payment is made in the first fiscal year of the schedule, payments may extend over twenty-one (21) fiscal years; however, in such cases the amounts of the first and last payments combined shall not exceed the amount of one (1) annual payment.

b. Annual payments shall be based on a fiscal year. The fiscal year of the AOC shall be the same used by state government in the Commonwealth of Kentucky, beginning on July 1, of one year, and ending the following year on June 30. All schedules shall be prepared in such a way that annual amounts based on a fiscal year are presented in a clear, easy-to-read format while each interest and principal payment are both segregated and totaled by payment period.

c. Interest payments and all additional fees must be fixed for twenty (20) years or the life of the debt and not subject to change. The interest costs paid on the debt obligations issued to finance the AOC portion of the Court facility must be computed and paid at a fixed rate of interest and must not be subject to any change during the entire life of the debt obligations. Additionally, if the debt structure includes any credit enhancement fees, trustee and paying agent fees, and any administrative fee or add-on annualized costs of any kind, then these additional fees and costs must be fixed during the entire life of the debt obligations and must be disclosed prior to closing.

d. Debt obligations must be redeemable within 10 years of their date of issuance. Any debt obligations issued to finance the AOC portion of the Court facility must be redeemable within ten (10) years of the dated date of the obligations, at a premium of no greater than two percent (2%).

2. The Owner's portion of the bond sale, if any, shall be structured to meet the unique financial needs of the Owner's debt service on the bonds issued and shall include the minimum amount required for eligibility to participate in the program as certified by the AOC and the Owner.

3. Interest collected and accrued on funds derived from the bond sale shall be allocated to the debt service schedules of the Owner and the AOC in the same proportions as its respective participation in the bond issue.

4. The proceeds of the bond sale shall be continually invested in compliance with KRS 66.480, until expended on the Project or until the Project is completed. Any remaining proceeds or investment income received after completion of the Project shall be applied to debt service. Credit against the debt service schedule shall be applied in the same percentage as the participation in the bond issue. Exceptions shall require approval by the AOC.

5. A certification of Project completion shall be filed with the AOC Department of Court Facilities by the Trustee. The certification shall summarize the application of the bond proceeds, investment earnings, and any remaining funds from either source. The certification shall also verify the use of cash contribution as may be required for participation by the Owner. Exceptions shall require approval by the AOC.

6 Fees paid to the financial advisor shall not exceed the fee schedule limits shown in Table 18-3. Any fee which exceeds this schedule shall be paid by the Owner. Financial service providers may propose to the PDB a fee quote that is less than the scheduled maximums allowed. Quotes proposed to be less than the scheduled maximums shall become the established fixed fee and shall not be adjusted for any reason after receipt of said proposal by the PDB.

Table 18-3, Maximum Allowable Financial Advisor Fee Schedule

<p>Commonwealth of Kentucky Court of Justice</p> <p>Maximum Allowable Fee Schedule for Services and Expenses of Financial Advisor</p> <p><u>Proposal fees shall not exceed:</u></p> <ul style="list-style-type: none"><input type="checkbox"/> \$11 per \$1,000 on the first \$1 million,<input type="checkbox"/> \$10 per \$1,000 on the second million, and<input type="checkbox"/> \$ 6 per \$1,000 on anything over \$2 million.<input type="checkbox"/> A proposed fee shall be based upon the amount of bonds actually issued; and, shall include printing of bonds, distribution of preliminary and official statements, advertising the bond issue (except national publication charges), out-of pocket expenses, travel expenses of the Financial Advisor, postage costs, and other normal expenses related to the bond closing; and,<input type="checkbox"/> A proposed fee shall not include bond and tax counsel fees and additional legal services, national publication charges, title searches, investment advisory services, Guaranteed Investment Contract ("GIC") Provider, county attorney fees, trustee/registrar/paying agent fees, rating service, underwriter's discount, and insurance premium, if any.
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Table 18-3 Maximum Allowable Fee Schedule for Services and Expenses of Financial Advisor.

18-7 Project Closeout:

The Owner and the PDB shall provide to the AOC Budget and Policy Director all closeout documents, inclusive of Certification of Project Completion (AP Part X, Section I, Chapter 18.E.6), that all expenses relating to a Project have been paid. Upon approval by the AOC Budget and Policy Director, construction funds shall then be closed and any remaining money in the construction fund shall be transferred to the debt service fund.

18-8 Use Allowance Recalculation Upon Issuance of Refunding Bonds.

In the event that the Issuer and/or Owner proposes to issue refunding bonds for the purpose of refinancing the Project, where such refunding bonds shall result in a savings to the Owner or the Issuer and the AOC after all costs, including cost of issuance are taken into consideration, the Owner and AOC shall be entitled to benefit from any savings realized by the issuance of the refunding bonds on a pro-rata basis, only when the Project cost is pro-rata shared by the Owner. In 100% COJ Capital Projects occupied and funded by the AOC, only the AOC shall be entitled to benefit from any savings realized by the issuance of the refunding bonds. The AOC's obligation shall not extend beyond the original maturity date of the Bonds being refunded. If the bond term on the refunding issue is less than the term of the original bond issue, then AOC use allowance payments shall terminate at the end of the duration of the refunding issue. Refunding or refinancing of COJ Capital Projects shall require the consent and approval of the AOC Budget and Policy Director.

18-9 Refinancing / Refunding Bonds:

A. Consent to Proceed: The Owner shall request the written consent of the AOC Budget and Policy Director before proceeding with the issuance of any refunding obligations. If the AOC Budget and Policy Director determines a debt obligation of an Owner should be refinanced, then the Owner shall not reasonably deny issuing the refunding obligations on AOC's behalf.

B. Owner's Request for Refinance: The Owner, through its financial advisor, shall make a request in writing for AOC's approval to refinance a debt obligation for which a use allowance is being applied towards all or a portion of the bond payment. The Owner should include in its request supportive schedules showing the outstanding bonds to be called, the escrow (if any) to be purchased to decrease the outstanding bonds, the escrow cash flows (if any), the sources and uses of the refunding bonds and the Projected net interest costs savings, including a breakdown of the AOC and Owner's portion of the savings. All savings should be shown as a gross number and a net present value number, present valued at the refunding bond yield, and as a percentage of the prior bonds to be discharged.

C. Consideration for Refinancing and Refunding Policy: The standard consideration for refinancing and refunding policy is established such that the AOC shall require no less than a five percent (5%) net present value savings before the AOC Budget and Policy Director will grant their approval to refinance the bonds. However, an exception may be considered if the Owner's financial advisor can demonstrate that due to a nominal interest spread coupled with already low rates, the remaining tenure of the bonds to be refinanced, or other economical circumstances warrant a deviation from the five percent (5%) rule, the AOC Budget and Policy Director can approve the plan of refinancing even if a five percent (5%) net present value savings is not expected to be achieved.

D. Upon Receiving Authority to Issue: If the Owner makes a request and is granted authority to issue refunding bonds and proceeds with a publicly advertised sell, then the Owner or its agent must accept all responsibility for any costs incurred if the five percent (5%) net present savings is not achieved at the time of sale, assuming AOC does not grant a deviation / exception from this rule as required by Paragraph C above.

APPENDIX A - References

1. Kentucky Court of Justice Rule of Administrative Procedure Part X. Section II., Court Facilities Criteria.
2. Kentucky Court of Justice Standard (Facility) Memorandum of Understanding (MOU).
3. Rule of Administrative Procedure of the Court of Justice Part X, Section III., Facilities Design and Construction.
4. Rule of Administrative Procedure of the Court of Justice Part X, Section IV., Facilities Management.
5. The Courthouse, A Planning and Design Guide for Court Facilities, National Center for the Courts.
6. Commonwealth of Kentucky Finance and Administration Cabinet Standard Architect's/Engineer's Contract.
7. American Institute of Architects Standard Forms of Agreement.
8. R.S. MEAN Construction Cost Data (current edition).
9. Legislative Research Commission's Inflation Factors.

Appendix B – Terms, Abbreviations, and Statutes

Section I. Terms and Abbreviations page B1
Section II. Summary of Commonwealth of Kentucky Statutes page B13
Section III. Summary of Federal Statutes page B23

SECTION I. Terms and Abbreviations

Abandonment: Surrender of property rights with no intention of reclaiming them. Mere nonuse is not necessarily abandonment.

Addenda: Written or graphic instruments issued prior to the execution of the Contract, which may modify or interrupt the bidding documents by addition, deletion, clarifications, or corrections.

Acquired Lands: Lands owned by the Local Agency or the Commonwealth of Kentucky Court of Justice, obtained by purchase, donation, or condemnation.

Acquisition: Real property acquired by purchase, condemnation, donation, new construction, exchange, or assignment/ reassignment by the Local Agency or by the Commonwealth of Kentucky Court of Justice.

Acts of Nature (AON): Elements of nature; such as severe storms, tornadoes, wild fires, mudslides, earthquakes, which cause unanticipated damage to facilities.

Adaptation: The labor and materials required to render existing primary and/or supporting facility(ies) useable for existing, proposed, or new occupant(s) with changed and/or enhanced functions and/or capabilities. Adaptations are projects which change the capability of the primary and/or supporting facility(ies). Minor adaptations are valued at less than 20-percent of the replacement cost of the facility. Major adaptations are valued from 20 to 60-percent of the replacement cost of the facility. Adaptations with costs greater than 60-percent must be considered for new construction.

Add-Alter (Add/Alt): The materials and labor to enlarge (see Addition) an existing facility and alter (see Adaptation) the existing facility so as to render a single functional facility.

Addition: The labor and materials required to enlarge an existing facility. An addition becomes part of the existing facility and increases the available space for existing, new, or proposed Court of Justice occupants.

Additive Alternate: See Alternate.

Administrative Procedure (Court of Justice Rules of “Administrative Procedure”) (AP): Court of Justice Rules of Administrative Procedure have the force and effect of law.

Administrative Office of the Courts (AOC): The Judicial Branch of government’s administrative agency, which administers judicial programs, operations, personnel, facilities, and projects.

A-E: Architect-Engineer

Ambient Air Quality Standards: Standards established on a state or federal level that define the limits for airborne concentrations of designated criteria pollutants (nitrogen dioxide, sulfur dioxide, carbon monoxide, ozone, lead), to protect public health with an adequate margin of safety (primary standards) and public welfare, including plant and animal life, visibility, and materials (secondary standards).

Annex: A building that does not share a common wall or structure with a primary building (e.g., courthouse), but houses staff and activities, which are part of the primary building’s function(s). Annexes may or may not be connected with walkways, covered, and/or enclosed connectors.

Annexation: A procedure by which a municipality, such as a city, town, or village, incorporates land within the corporate limits of the municipality.

Annual Funding Guidance (AFG): The guidance concerning the O&M of the Memorandum of Understanding (MOU) that Local Agencies receives from AOC as detailed in the Real Property Management Guide.

Alternate or Additive Alternate: An amount stated in the bid to be added or deducted from the Base Bid.

AOC: Administrative Office of the Courts.

AOC Design Services: Should a Design Service Provider fail to meet AOC expectations, project design schedules, design guidance, provisions of the Program Document, and/or Court of Justice Rules of Administrative Procedure, the AOC General Manager

of Facilities may execute design work either with AOC Staff or another Design Service Provider, at the cost of the Design Service Provider.

AOC General Manager of Court Facilities: A representative of the Chief Justice of the Supreme Court and the Director of the Administrative Office of the Courts who is authorized to take certain actions involving real property under the jurisdiction of the Judicial Branch (Court of Justice). The AOC General Manager of Facilities, within the Judicial Branch, is responsible for the development, operations and maintenance of Judicial Facilities as partially detailed in the Court of Justice Rule of Administrative Procedure Part X. This title (General Manager of Facilities)

AOC Director of Budget and Policy: A representative of the Chief Justice of the Supreme Court and the Director of the Administrative Office of the Courts who is responsible for budget and policy for the Court of Justice Administrative Office of the Courts.

AOC Project Coordinator: See Project Coordinator.

AP: Rule of Administrative of Procedure of the Court of Justice.

AP Part X: Rule of Administrative Procedure Part X.

Architect: A person, company, or corporation practicing architecture as defined in KRS 323.010;

Architect-Engineer (A-E): The architectural or engineering firm, which prepares or has prepared the drawings and specifications as th Design Service Provider in accordance with Rule of Administrative Procedure Part X. Also refered to as the Design Service Provider.

Architectural Services: Any professional service involved in the practice of architecture as defined in KRS 323.010;

Artifact: Any product of human cultural activity; more specifically, any tools, weapons, artworks, etc., found in archeological contexts.

Asbestos: A carcinogenic substance formerly used widely as an insulation material by the construction industry and often found in older buildings.

Attainment Area: An area that meets the National Ambient Air Quality Standards for a criteria pollutant under the Clean Air Act or meets state air quality standards.

Backlog of Maintenance and Repairs (BMAR): Nonrecurring maintenance and repair needs which are not executable within the local agency or the Court of Justice budget.

Base Bid: See Bid.

Best Value: The procurement in which the decision is based on the primary objective of meeting specific requirements that are in the best long-term interests of the Court of Justice. These decisions shall be based on objective and quantifiable criteria as the result of Value Engineering.

Bidder: One who submits a bid directly for the work described in the bidding documents.

Bidding or Bid Documents: Include the Notice to Contractors, Advertisement to Bid, Instructions to Bidders, Bid Form (Form of Proposal,), and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. The Contract incorporates by reference pertaining to Court of Justice Rules of Administrative Procedure.

Bid or Base Bid: The sum stated in the Bid Proposal for which the bidder offers to perform the work described in the specifications and as detailed on the plans.

Board: See Project Development Board.

Building Construction, Permanent: A building suitable and appropriate to serve a specific purpose for a maximum period of time (minimum 60 years) and with a minimum of maintenance, repairs, adaptations, upgrades, or additions.

Building Construction, Semipermanent: A building suitable and appropriate to serve a specific purpose for a limited period of time (less than 60 years and more than 10 years) with a moderate to high degree of maintenance.

Building Construction, Temporary: A building suitable and appropriate to fill a need for a short period of time (10 years or less) without regard to degree of maintenance. The designs and details of a "temporary facility" should provide minimum facilities with maximum initial economies.

Capital Projects Tracking System (CPTS): An Administrative Office of the Courts (AOC) web-based program which provides a means to monitor, track and report financial and budgetary data related to the cost of construction of new judicial capital Projects (Projects).

Certification of Payment: The Owner's Progress payment Forms.

CFSC: Court Facilities Standards Committee

Change Order: A written order to the Contractor approved by the Project Development Board and the AOC General Manager of Facilities and the AOC budget director issued after the execution of the

contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. All proposed changed orders must be tendered with AIA Standard Documents G710 or G701/CMa with accompanying Court of Justice Change Order Supplement (See Appendix E.)

Change Directive: A verbal or written order which does not cause a deviation in the construction or design budget. It is processed and approved the same as a Change Order. (See Change Order above)

Civil Service: Persons employed by a tax-supported agency or organization.

Close: All Court of Justice functions will cease or be relocated. The entire facility will be exsessed and the property disposed if owned by the Court of Justice.

CM: Construction Manager

Condemnation: Acquisition of real estate through conversion to public use under the right of eminent domain. The acquisition of real estate not being offered for sale that is necessary for government operations by its superior ("eminent") authority over the land ("domain"). Condemnation results in passage of title and land to the government with or without the consent of the landowner, but with just compensation paid to the landowner. The purchase price is determined during the condemnation proceedings.

Court Facilities Standards Committee (CFSC): The committee which oversees Court of Justice projects. Approval shall be obtained from this committee prior to proceeding from Phase A design.

Court of Justice Rules of Administrative Procedure (AP): Court of Justice Rules of Administrative Procedure have the force and effect of law. AP is usually followed by the Part of the rule, such as AP Part X.

Consent: A grant of permission over lessor interest lands. Where the government has a lessor interest, normally the government will consent to the granting of an easement by the owner of the underlying fee, subject to whatever conditions are required to protect the government's interest; consideration is not required.

Consideration: Compensation or an equivalent (such as money, material, or services) that is given for something acquired or promised. This may be the appraised fair market value of the real property; or may include protection of the real property against loss by fire, water, or other causes; or any mutually agreeable arrangement that does not conflict with governing statutory limitations.

Construction: The erection, installation, or assembly of a new facility; the addition, expansion, extension, alteration, conversion, rehabilitation, restoration, or replacement of an existing facility; or the relocation of a facility from one location to another. This includes equipment installed and made a part of such facility and related infrastructures, utilities, site preparation, excavation, filling, and landscaping, or other land improvements. For approval purposes, costs of such a project include all AOC funded costs, required for project completion.

Construction Manager (CM): The person or entity that provides on-site coordination and services as outlined in the Rule of Administrative Procedure Part X titled Real Property Management, Section I program Development. The Construction Manager means the Construction Manager or authorized representative.

Consultant: A highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring the success of the finished work.

Contaminated Area: An area where there are known or suspected EPA-listed contaminants, regardless of type.

Contamination: The presence of EPA-listed contaminants. Also, the presence of biological, radioactive, toxic-chemical, or hazardous substances (as defined in "CERCLA", Section II of this Appendix) at levels that may present a public hazard or exceed applicable regulatory standards.

Contract: The bid price offer of the Contractor as officially accepted by the Owner or Owner's Agent, evidenced by the executed Owner/Contractor Agreement of contract. When executed, the Contract becomes the legal relationship, duties, and obligations between the Owner and the Contractor as evidenced by the Contract Documents for the Project.

Contract Completion Time: The number of calendar days or a calendar date between the Date of Commencement and the dates set for Substantial Completion and Final Completion of the Work, including any adjustments thereto, all as established in the Contract between the Owner and Contractor.

Contract Documents: The Agreement between the Owner or Owner's Agent and Contractor, the Performance and Payment Bond, the General, Supplemental and Special Conditions, the Drawings, the Specifications, all Addenda issued prior to and all modifications and Change Orders issued after execution of the contract. The Contract Documents define the contract and include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary. Whatever is required by one shall be as binding as if required by all.

Contract Sum: The sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

Contractor: A person, company, or corporation with whom the Owner or Owner's Agent has executed the contract or may be one whose sole undertaking is the sale of materials.

Contractor Furnished - Contractor Installed (CFCI): Equipment or components of a system purchased, furnished, and installed by the Contractor.

Conversion: A permanent change in the functional use of all or part of a building.

Council on Environmental Quality (CEQ): Established by the National Environmental Policy Act (NEPA), the CEQ consists of three members appointed by the President. CEQ regulations (40 CFR Parts 1500-1508, as of July 1, 1986) describe the process for implementing NEPA, including preparation of Environmental Assessments and Environmental Impact Statements, and timing and extent of public participation.

Courts Equipment: Courts Equipment is any equipment issued, or purchased, by the AOC to a Local Court(s) pursuant to applicable, court specific need.

Court Facility: A structure (Primary Facility) that houses one or more functions of the Court of Justice. It includes adjacent or supporting structures (Supporting Facilities) and improvements. (See: Primary Facility and Supporting Facilities)

Court of Justice (COJ): The Judicial Branch of the Commonwealth of Kentucky.

Courts Supplies: Courts Supplies are any supplies issued or purchased by the AOC to a Local Court(s) pursuant to applicable, court specific need.

Criteria: Defines the scope of work, which includes the amount of space or provision to support a specified function or person. See Rule of Administrative Procedure Part X, Section II, Court Facilities Criteria for "Court of Justice" facilities' criteria.

Cultural History: The archeological sequence of cultural activity through time, within a defined geographic space or relating to a particular group.

Cultural Resource: Prehistoric or historic district sites, buildings, objects, or any other physical evidence of human activity considered important to a culture, subculture, or community for a scientific, traditional, religious, or other reason.

Cumulative Effects: In NEPA, impacts on the environment that result from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (federal or nonfederal) or person undertakes such other actions.

Daily interest: The total interest divided by the number of days in the first coupon, each month is calculated as thirty (30) days and an assumed year of three hundred sixty days (360).

Date of Commencement: The date specified in the Work Order as the date upon which the Contractor is authorized to begin work.

Declaration of Taking: The document filed by the AOC with a court of competent jurisdiction to obtain specified rights, title, or interest in property. Upon filing of the Declaration of Taking and making a deposit of money (appraised value of the property) with the court, title vests in the state government.

Design Service Provider: The architectural or engineering firm, which prepares or has prepared the drawings and specifications as the Design Service Provider in accordance with Rule of Administrative Procedure Part X. Also referred to as the Architect-Engineer (A-E).

Determination of Availability: A written report stipulating that a certain kind or type of real estate that is not currently being utilized, but is not excess to the needs of the controlling command or agency, is available for Court of Justice use.

Developed: Descriptive term applied to land, a lot, a parcel, an area that has been built upon, or where public services have been installed prior to residential or commercial construction.

Direct Costs: Direct materials, direct labor, subcontract costs, and other miscellaneous costs such as bonding and equipment rentals, that are directly related to and can be specifically attributed to an individual contract.

Direct Expenses: All items of expenses directly incurred by or attributable to a specific project, assignment, or task that is directly related to and can be specifically attributed to an individual contract.

Director: Director of the Administrative Office of the Courts. The title of the position within the Judicial Branch of Government responsible for the administrative operations of the Court of Justice.

Disposal: Any authorized method of permanently divesting the accountable agency from control and responsibility for real property or an interest therein.

Diversion: A temporary change in the functional use of all or part of a building, involving no major structural changes or modifications.

Drawings: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, locations, and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

Dominant Estate: The land that is served or benefited by the existence of an easement on some other land.

Donation: Acquisition of real estate through free gift to the Local Agency or to the Commonwealth of Kentucky.

Easement: An agreement that grants use of real property for specified purposes for a specific term or in perpetuity for purposes and conditions upon which a public or private agency or individual may grant easements affecting its property. These limitations, plus the fact that the grantor is not excluded from such use of the real property involved, as will not interfere with the grantee's use, normally distinguishes an easement from a lease.

Easement Appurtenant: The right of an owner of real estate to use part of another owner's land.

Easement in Gross: The right of a person, whether or not an owner of real estate, to use part of another person's land.

Enclave: A section of facility, that is not owned or operated by the Court of Justice, that remains as a Court of Justice function.

Encroachment: An unauthorized invasion of a fixture, building, or other improvement onto another person's property.

Endangered Species: A species that is threatened with extinction throughout all or a significant portion of its range.

Engineering Services: Any professional service as defined in KRS 322.010(4) and (5).

Environmental Assessment (EA): A document which may be required to identify environmental impacts of a project.

Environmental Checklist (ECL): A document which identifies potential environmental impacts of a project.

Environmental Impact Statement (EIS): A document required of federal agencies and federal-funded activities by NEPA for major projects or legislative proposals significantly affecting the

environment. A tool for decision making, the EIS describes the positive and negative effects of the undertaking and lists alternative actions.

Equipment-in-Place: A special category of property consisting of capital equipment (non-consumable personal property that possesses a capital nature and is classified as nonexpendable) and other nonexpendable supplies of a movable nature that are not affixed as an integral part of the facility and may be removed without destroying or reducing the usefulness of the facility (e.g., electric generators, gas cylinders).

Excess real estate: Any real property that is no longer required by a controlling command or agency to perform its assigned mission.

Excessing (noun): The process of determining that real estate is not needed by the Court of Justice.

Excessing (verb): Reporting excess property to the disposal agency for disposal.

Exchange: Acquisition of real estate through transfer of equally valued property.

Existing Facilities: Facilities (primary and supporting facilities) which may be currently used by the Court of Justice.

Extra Work: Work not part of the existing Contract Documents which is being added to the Contract by Change Order.

Facilities: Any interest in land and structure or complex of structures together with any supporting road and utility improvements necessary to support the functions of a Court of Justice activity.

Facility Construction: Facility construction includes the acquisition, construction, expansion, rehabilitation, and conversion of facilities for use by the Courts.

Facilities Inventory Program (FIP): The AOC database which defines location, occupants, size, and characteristics of a facility. Also, it provides data for future year budgeting. Currently the FIP uses Archibus facilities management software.

Facility, Active: A facility currently in use by the Court of Justice.

Facility, Inactive: A facility not in current use, but controlled by the Court of Justice.

Facility Needs: The nature and scope of a facility required to support a function(s) at a specific point in time.

Facility Restoration Program (FRP): A program established by the AOC to meet requirements of

CERCLA and SARA (as defined in Section II of this Appendix) that identifies, assesses, and cleans up or controls contamination from past hazardous waste disposal practices and hazardous material spills.

Fair Market Value: The highest price estimated in terms of money that a property will bring if exposed for sale in the open market allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used. It is often referred to as the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure.

Fee Owned: Real property for which the Commonwealth of Kentucky has all right, title, and interest rather than a partial interest.

Field Order: A written order issued by the A-E which clarifies or interprets the Contract Document, or orders minor changes in the Work which do not require a Change Order. (also see: Written Order)

Final Completion: The Work is acceptable to the AOC General Manager of Facilities under the Contract Documents and the Contract is fully performed in accordance with the terms and conditions of the Contract Documents and the entire payment balance due the Contractor is due and payable,

Final Completion Date: Thirty (30) calendar days from the date established for Substantial Completion.

Fixture: Property affixed to walls, floors, and/or ceiling that is so related to real property that a real property interest arises in it (e.g., installed furnace, casework, judges benches, plumbing fixtures, etc.). Does not include building materials.

Funds: The terms "AOC funds" or "AOC costs" refers to funding or use of funds appropriated by the General Assembly.

Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance, except as otherwise defined in greater detail.

GC: General Contractor.

General Manager: General Manager of Facilities (AOC). See AOC General Manager of Facilities.

Goods (Durable & Non-Durable): Durable Goods: Non-supply (consumable) Items or equipment used to create necessary work environments. Examples of Durable Goods for facility-related activities primarily include construction materials, repair parts and tools. Non-Durable Goods: Non-supply items required for the operation of the facility. Examples of Non-Durable

goods includes; air-filters, light bulbs, extension cords, work clothing, etc.

Goods and Services: The execution of work that requires both goods (durable and non-durable) and services. Examples of goods and services includes; repair work, maintenance, rehabilitation of facilities work, painting, minor construction, etc.

Hazard Ranking System: A system that provides a uniform method of scoring or ranking of the potential risk of a facility site where a hazardous substance has been present. EPA developed the HRS to prioritize its cleanup efforts. EPA evaluates the draft HRS packages and proposes any facilities scoring 28.5 or higher for inclusion on the National Priorities List (NPL). Facilities listed on the NPL receive the highest priority for cleanup.

Hazardous Substance: A substance or mixture of substances that poses a substantial present or potential risk to human health or the environment; any substance designated by EPA to be reported if a designated quantity of the substance is spilled in the waters of the United States or otherwise released into the environment.

Hazardous Waste: A waste or combination of wastes that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may either cause or significantly contribute to an increase in mortality or an increase in serious irreversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Regulated under the Resource Conservation and Recovery Act.

Hazardous Waste Accumulation Area: An area that may store a hazardous substance for up to 90 days.

Hazardous Waste Storage Area: An area that may store a hazardous substance for up to one year.

Hold Harmless Agreement: Provides an indemnification whereby a private party agrees to be financially liable for damages resulting from injuries to persons or damages to property arising from governmental activities or other causes.

Holding Agency: The State or Local agency with accountability for property.

Host: A state or local agency that has management control of facilities and that provides services and/or facilities to another state or local agency.

Improvements: Construction activities amounting to more than repair or replacement and costing labor or capital (e.g., walls, fixtures, cabinetry, buildings, pavements, roads, fences, landscaping, and other

structures more or less permanently attached to the property).

Incremental Purchasing/Construction/Projects: The purchasing of Supplies, Goods, Services, and Goods and Services in parcels in which each parcel does not render a complete and useable function. The incremental development of a function or a project in order to remain below purchasing limits is strictly prohibited.

Infrastructure (external): The basic installations and facilities on which the continuance and growth of a locale depend (roads, utilities, power plants, transportation, and communication systems).

Infrastructure (internal): The basic systems required to render a facility fully operational (ADP cabling, telecommunications cabling, video cabling, etc.).

Ingrants: Property acquired for use by lease, license, or permit.

Install: Operations at project site including unloading, storage, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, furnishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

Installed Building Equipment: Items of equipment and furnishings, including materials for installation thereof, which are required to make the facility usable and are attached as a permanent part of the structure (e.g., air-conditioning system, elevators, fixed fire protection system).

Installer: The entity (person or firm) engaged by Contractor or its subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

Invitation for Bids: All documents, whether attached or incorporated by reference, utilized for soliciting bids in accordance with the procedures set forth in the Program Development component of the Court of Justice Real Property Management Standards.

Judicial Branch: The Judicial Branch of Government (other branches are Executive and Legislative). The head elected officer of the Judicial Branch is the Chief Justice of the Supreme Court.

Lease: An agreement that grants exclusive possession and use of a definite and certain parcel of land and/or buildings or other property, or part thereof, for a specified period of time, revocable at will or as otherwise provided in the agreement, in consideration of a return of rent.

Legislative Jurisdiction: The authority to exercise police power over an area.

Level repayment schedule: means a repayment schedule in which the combined amount of principal and interest payments, per fiscal year, for each issue of bonds remains relatively constant (ideally the difference between the lowest fiscal year payment and the highest fiscal year payment is within \$5,000) over the life of the issue.

Local Public Agency: Also referred to as "Local Agency" shall have the same meaning given in KRS 45A.345.

Local Agency: See Owner

License: A license is a bare authority to do a specified act or acts upon the property of the licensor without acquiring any estate. The principal reason for a license is to authorize an act. If there is no license, the act is a trespass.

Life Cycle Cost Analysis: An analysis of the economic feasibility of a feature or system which results in a determination as to whether any increase in initial construction cost due to inclusion of the feature or system would be recouped during its lifetime by decreases in operating and/or maintenance costs, when calculated in discounted dollars and using documentable current local fuel cost and escalation forecasts as prepared by the Legislative Research Commission.

Maximum annual repayment amount: The maximum aggregate total of annual payments for all bonds issued for a particular project.

Memorandum of Understanding (MOU): an agreement between the Court of Justice and the Owner required prior to submission of a project for Legislative funding consideration.

Mitigation: A method or action to avoid, minimize, rectify, reduce, or compensate for program or project impacts.

MOU: See Memorandum of Understanding

N/A: Not applicable.

National Pollutant Discharge Elimination System (NPDES): A provision of the Clean Water Act that prohibits discharge of pollutants into waters of the United States unless a permit is issued by the Commonwealth of Kentucky for the EPA.

Native Americans: Used in the collective sense to refer to individuals, bands, or tribes that trace their ancestry to indigenous populations of North America prior to Euro-American contacts.

Non-Courts Facilities: All facilities which are not supported with AOC funding.

Non-Excess Property: Property required for an agency mission but proposed for sale to obtain proceeds in an amount sufficient to fund acquisition or replacement land or facilities.

Non-Proprietary: See Proprietary.

Nonusable Condition: Used to describe a facility as unserviceable, because it has deteriorated to the extent that it needs extensive restoration or it is a danger to the health and safety of personnel or to equipment.

Not Utilized: Refers to an entire property or portion thereof, with or without improvements, not occupied for current program purposes of the accountable executive agency, or occupied in caretaker status only. Real property not utilized is to be declared excess.

Not Being Put to Optimum Use: Refers to an entire property or portion thereof, with or without improvements, which (1) even though utilized for current program purposes of the accountable executive agency is of such nature or value, or is in such a location that it could be utilized for a different significantly higher and better purpose, or (2) the costs of occupying are substantially higher than would be applicable for other suitable properties that could be made available to the accountable executive agency through transfer, purchase, or lease with total net savings to the Court of Justice after consideration of property values as well as costs of moving, occupancy, efficiency of operations, environmental effects, regional planning, and employee morale. Real property not being put to optimum use is to be declared excess.

NIC: Not in Contract

Operations and Maintenance (O&M): Functions and services required for a facility to support Court of Justice activities as authorized by the Real Property Management Standards and the Memorandum of Understanding.

Option: The right to purchase real estate at a specified price during a stipulated period of time.

Outgrant: An authorization for use of Court of Justice real property controlled by the AOC to other local or state agencies. Types of outgrants include leases, licenses, permits, easements, and consents.

Owner: The government agency (Local Agency), which has legal title to the property. For project development, see Owner's Agent and Project Development Board.

Owner Furnished - Contractor Installed (OFCI): Equipment or components of a system that are purchased by the Owner and furnished to the Trade Contractor for installation in the project. The Contractor shall receive, store, protect, install, connect, and test each item unless otherwise indicated.

Owner Furnished - Owner Installed (OFOI): Equipment or components of a system that are purchased, furnished, and installed by the Owner or his vendors.

Owner's Agent: A government agency, or in the facility development process, the Project Development Board, other than the Owner, which has authority to approve, execute and manage work and contracts relating to the proposed construction. See Project Development Board.

Payment Requisitions: Payment requests submitted on a form prescribed by the AOC for the Trustee to initiate payments for all costs associated with new Projects.

PCB-Contaminated Equipment: Equipment that contains a concentration of polychlorinated biphenyls (PCBs) from 50 to 449 parts per million or greater. Disposal and removal are regulated by EPA.

PDB: Project Development Board.

Permit: Temporary authorization conferred on one government agency to use property under the jurisdiction of another government agency. Rent or reimbursement for Operations and Maintenance costs is usually offered for this privilege.

Personal Property: Any property not considered real property. Personal property includes all property except land and fixed-in-place buildings, and records of the Court of Justice.

Phase (A, B, and C) Reviews: The General Manager of Facilities or his or her designee executes reviews of design documents near the end of design Phases A, B, and C. The role of the AOC includes providing design input and reviews of designs and design related products to insure adherence to Court of Justice Rules of Administrative Procedure during Phase (A, B, and C) Reviews.

Polychlorinated Biphenyls (PCBs): Any of a family of industrial compounds produced by chlorination of biphenyl. These compounds are noted chiefly as an environmental pollutant that accumulates in organisms and concentrates in the food chain with resultant pathogenic and teratogenic effects. They also decompose very slowly.

Portable Building: A building designed and constructed to be easily dismantled to facilitate economical movement from one site to another.

Potable Water: Water that is suitable for drinking.

Prehistoric: The period of time before the written record.

Prevailing Wage: Please see Wage Grade.

Primary Facility: The building, including all mechanisms, devices and fixtures required to make the building fully functional.

Program Document: The document prepared or approved by the Court of Justice in conjunction with the Local Agency, which details the nature, scope, and budget of a construction project or proposed construction project.

Project Administrator: The Chair of the PDB, the AOC Director of Budget and Policy and the AOC Manager of Court Facilities. Approval by all three Project Administrators will be necessary to approve monies for payment by the trustee.

Project Coordinator: The AOC Department of Court Facilities staff member responsible for the oversight of project design, construction and coordination. The Project Coordinator represents the AOC General Manager of Court Facilities at Project Development Board Meeting, Construction Progress Meeting, etc. in his or her absence.

Project Proponent: Typically the Court of Justice and the Local Agency (owner) share proponent duties. For some concerns, such as environmental, budgeting, and programming, the entity which has the most adequate applicable resources shall execute the necessary duties. In the event that neither entity has adequate resources, a service provider may be used to execute required tasks.

Project Development Board (PDB): A board of local and state-at-large members, which is created to execute the development of a court facility. A Project Development Board, during facility development, acts as the Owner's Agent and an agent for the Court of Justice. Project Development Board authority, duties, responsibilities, and procedures are defined and detailed in Court of Justice Rule of Administrative Procedure Part X, Section 1, titled Construction Program Development .

Project. Any capital improvement project, study, plan, survey, or new or existing program activity of a political subdivision that requires architectural or professional engineering services and all required construction described in or reasonably inferred by the plans, specifications, and other related bid documents.

Provide: Furnish, install, and pay for.

Proprietary: A supply, good or service, which may only be procured from one source or is manufactured by only one company. However, items (supplies, goods, or services) which must; "match" like items or systems within a facility, maintain compatibility with relational systems; or must require similar maintenance and repair supplies goods and services are considered "Non-Proprietary".

Public Benefit Discount Conveyance: A method of disposal of government real property by which state or local government entities may obtain property at less than fair market value. Such conveyances are sponsored by federal agencies for uses that benefit the public, such as use of property for educational purposes, parks, recreation, wildlife conservation, or public health.

Purchase: Acquisition of real estate through buying for a mutually agreed price between a willing buyer and a willing seller.

Qualification Statement: Federal form SF254 and any other supporting documents that present a firm's qualifications and performance data. All references to the Federal Government should be considered to be "the Commonwealth of Kentucky Court of Justice". Block 9 SF254, "Direct Federal contract work" shall be considered Direct Federal, State and Local Government work.

Radon: A colorless, naturally occurring, radioactive, inert gaseous element formed by radioactive decay of radium in soil or rocks.

Real Estate: Includes land and interests therein, leaseholds, standing timber, buildings, improvements, and appurtenances thereto. It also includes buildings, warehouses, basements, utility systems, rights-of-way, and easements, whether temporary or permanent, and improvements permanently attached to and ordinarily considered real estate. Sand, gravel, and stone-quarried products in their natural state are real estate. Land includes minerals in their natural state and standing timber; when severed from the land, these become personal property. Rights and interest include leaseholds, easements, rights-of-way, water rights, air rights, and rights to lateral and subjacent support. Installed building equipment is considered real estate until severed. Equipment in place is considered personal property. The terms "real estate" and "real property" are synonymous and interchangeable.

Real Property: See definition of real estate.

Record Drawings: The documents which are maintained by the Construction Contractor as that detail the actual and dimensional "as-built" condition of the facility. At project completion, Record Drawings

to be delivered to the Local Agency and the AOC General Manager of Facilities shall be a digital compilation of the Contactor's detailed information submitted in United States National CAD Standard format on two (2) Compact Disks (CD), and a transparency set of the working drawings and specifications, with all record information included.

Record of Decision (ROD): A document prepared by the Court of Justice that articulates the reasoning behind a decision. RODs are essential documents in NEPA and in the CERCLA cleanup process.

Rehabilitation: The labor and materials required to make existing primary and or supporting facility(ies) useable for an existing occupant. Rehabilitations include projects which change the capability of the primary facility(ies). Minor rehabilitations are valued at less than 20-percent of the replacement cost of the facility. Major rehabilitations are valued from 20 to 60-percent of the replacement cost of the facility. New construction must be considered for rehabilitations estimated to cost over 60 percent of the replacement cost of a facility.

Relocatable Building: A building designed for the purpose of being readily moved, erected, disassembled, stored, and reused (e.g., trailer-type building but not mobile trailer). Usually considered personal property but in certain instances is on the real property account.

Remedial Investigation (RI): An investigation performed to fully define the nature and extent of contamination at a site and evaluate possible methods of cleaning up the site. During the investigation, groundwater, surface water, soil, sediment, and biological samples are collected and analyzed to determine the type and concentration of each contaminant. Samples are collected at different areas and depths to help determine the spread of contamination.

Removal Action: In the event of an immediate threat or potential threat to human health or the environment, a short-term mitigating or cleanup action may be implemented. The goal of the removal action is to isolate the contamination hot spots and their source from all biological receptors. Often, removal actions do not completely clean up a site, and additional remediation steps are required.

Renovation: The labor and materials required to render an existing primary facility(ies) useable for an existing occupant for existing function(s). Renovations do not include projects which change facility capability(ies) and/or occupants (See Adaptation). Minor renovations are valued at less than 20-percent of the replacement cost of the facility. Major rehabilitations are valued from 20 to 60-percent of the replacement cost of the facility. New construction must be considered for renovations

estimated to cost over 60 percent of the replacement cost of a facility.

Replacement: Reconstruction of a real property facility destroyed or damaged beyond the point at which it may be economically repaired. Complete replacement is classified as construction.

Request for Quotation (RFQ): The instrument, including all documents, whether attached or incorporated by reference, in which the Court of Justice solicits vendors for supplies, goods, services, or goods and services in accordance with the procedures set forth in KRS 45A.085, 45A.090, 45A.095, or 45A.100.

Restrictive Covenant: An agreement contained in a deed or lease that restricts the use and occupancy of real property.

Right of Entry: A form of license, typically to perform surveys and exploration work or for construction prior to acquisition or lease of land. Rental is not usually offered for this privilege.

Runoff: The noninfiltrating water entering a stream or other conveyance channel shortly after a rainfall event.

Screening: AOC's circulating of a notice that real property under its control is no longer needed, thereby allowing other agencies to indicate their firm requirement for its use and to request its transfer.

Services: The execution of work, including necessary supplies and non-durable goods, is considered a service. Services includes, but not limited to: snow & ice removal, custodial work, preventative maintenance, design work, instruction, etc.

Servient Estate: The land on which an easement exists that benefits other land.

Shop Drawings: Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Soil Type: A category or detailed mapping unit used for soil surveys based on phases or changes within a series (e.g., slope, salinity).

Solid Waste Management: Supervised handling of waste materials from the source through recovery processes to disposal.

State Historic Preservation Officer (SHPO): The official within each state, authorized by the state at the request of the Secretary of the Interior, to act as a liaison for purposes of implementing the National Historic Preservation Act.

Subcontractor: The person, company or corporation having a direct contract with the Contractor for the performance of a part of the work

Substantial Completion: The date, thirty (30) days prior to Final Completion, as certified in writing by the A-E, the project is at a level of completion in strict compliance with the Contract, and necessary approval by public authorities has been granted, such that the Owner and the Court of Justice can enjoy beneficial use or occupancy and use, operate, and maintain it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete and such partial use or occupancy shall not be evidence of Substantial Completion.

Superintendent: The staff member charged with the responsibility to manage, execute, supervise, review, inspect all activities relating to the completion of a facilities related task, project or program.

Support Code: Identifies the Court of Justice or Administrative Office of the Courts occupant(s) of a facility.

Supporting Facilities: All required items except the Primary Facility (building). Supporting facilities include, but are not limited to: site preparation, fine grading and seeding, planting, paved parking and parking structures, paved aprons, curbs, walkways, detached facility signage, utilities, security lighting and fencing (or barriers), flagpole, and lawn sprinkler systems.

Surface Danger Zone: The area designated on the ground of a construction or demolition, to include associated safety areas, for the vertical and lateral containment of fragments, debris, and components resulting from construction or demolition, including explosives.

Surface Water: All water naturally open to the atmosphere and all wells, springs, or other collectors that are directly influenced by surface water.

Surplus Real Estate: Any excess real property not required for the needs and discharge of the responsibilities of all federal agencies, as determined by the GSA Administrator.

State: The Commonwealth of Kentucky.

Tenant: A unit or activity of a state or local agency that receives services and occupies facilities provided by another state or local agency through a mutually developed written agreement.

Threatened Species: Plant and wildlife species likely to become endangered in the foreseeable future.

Transfer: Change of jurisdiction over real property from one state or local agency to another. A transfer accords permanent irrevocable use of land coupled with the authority to control and regulate all aspects of the land.

U.S. Environmental Protection Agency: Referred to as the "EPA". In the Commonwealth of Kentucky, the Cabinet for Natural Resources and Environmental Protection acts on behalf of the EPA as the independent agency established in 1970 to regulate state and federal environmental matters and oversee the implementation of state and federal environmental laws.

Underutilized: The term "underutilized" refers to an entire property or portion thereof, with or without improvements, that is used only at irregular intervals or intermittent periods by the accountable executive agency for current program purposes of that agency, or is used for current program purposes that can be satisfied by only a portion of the property. Underutilized real property is to be declared excess.

Utilization Survey: An on-site survey of a facility to determine whether real property is being adequately utilized to justify retention.

Vacated Premises: Property from which all Court of Justice personnel and functions have been vacated.

Value Change Orders: The primary objective of Value Change Orders is to minimize construction time and costs while maintaining or increasing project quality. "Value Change Orders", with supporting quantifiable documentation and justification tendered by the A-E and Construction Manager must:

- Insure equal or better performance,
- Insure equal or better durability,
- Insure equal or better aesthetic appearance,
- Insure equal or less life cycle (maintenance and repair) costs,
- Have the written endorsement of the A-E,
- Have the written approval of the AOC General Manager of Facilities, and
- Must reduce construction costs.

Value Engineering: The comparison of short term cost savings to increased long term costs.

Wage Grade: Contractor and Subcontractor must comply with the (prevailing) wage grade determinations and reporting requirements in accordance with the "Act Relating to Contracts for Public Works," KRS 337.505 to 337.550.

Wetlands: Areas that are inundated or saturated with surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil. This classification includes swamps, marshes, bogs, and similar areas. Jurisdictional wetlands are those

wetlands which meet the vegetation, soils, and hydrology criteria under normal circumstances (or meet the special circumstances as described in the U.S. Army Corps of Engineers' 1987 wetland delineation manual where one or more of these criteria may be absent) and are a subset of "waters of the United States."

Work: Construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, administration, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor's obligations.

Work Order: A written notice by the Owner to the Contractor, authorizing the Contractor to commence Work under the Contract and establishing the Date of Commencement from which the date required for Substantial Completion and Final Completion shall be established.

Written Order: A "field order" issued by the Architect, which clarifies or interprets the Contract Documents or orders minor changes in the work which does not require a change order.

Zoning: The division of a municipality into districts for the purpose of regulating land use, types of buildings, required yards, necessary off-street parking, and other prerequisites to development. Zones are typically shown on a map, and the text of the zoning ordinance specifies requirements for each zoning category.

SECTION II. Summary of Commonwealth of Kentucky Statutes

26A.090 Definitions for KRS 26A.090 to 26A.115.

As used in KRS 26A.090 to 26A.115, unless the context otherwise requires:

(1) "Operating costs allowance" means compensation equivalent to the annual expenses borne by the unit of government for utilities, janitorial service, rent, insurance, and necessary maintenance, repair, and upkeep of the court facility which do not increase the permanent value or expected life of the court facility, but keeps it in efficient operating condition, and, at the election of the Administrative Office of the Courts, capital costs of interior or mechanical renovations for the benefit of the court.

(2) "Use allowance" means compensation equal to four percent (4%) annually of the total original capital costs and the cost of capitalized renovation of the court facility, except that if indebtedness has been incurred in respect to such capital costs at an interest rate equal to or greater than seven percent (7%), compensation shall be at a rate of eight percent (8%) annually of that portion of the capital costs for which the rate applies. For refinanced projects constructed or renovated prior to July 1, 1994, the use allowance payment shall not change for the term of the original bond issue, unless there is a change in the space occupied. For court facilities renovated or constructed after July 1, 1994, "use allowance" means the court's proportional share of the annual principal and interest cost in connection with the renovation or construction, but not to exceed eight percent (8%) annually of capital costs, or, if there is no debt, four percent (4%) annually of capital costs. Beginning with court facility construction or renovation projects authorized by the 2000 Regular Session of the General Assembly, "use allowance" means the court's proportional share of the annual principal and interest costs in connection with the construction or renovation of the facility, not to exceed the authorized annual use allowance.

(3) "Capital costs" means the costs borne by the unit of government, excluding grants, conditioned by the grantor agency specifically for court facility construction or renovation, for acquisition of property and for construction and capitalized renovation including interest accruing during construction or renovation, but no other interest of each court facility. If capital costs are not documented, reasonable estimates provided by qualified appraisers will suffice. After July 14, 2000, capital costs, for the purpose of computing the maximum annual use allowance, shall not exceed the project scope as authorized by the General Assembly in the judicial branch budget or as increased and approved under KRS 26A.164.

(4) "Capitalized renovation" means all remodeling involving the structural or mechanical systems, except for remodeling that involves substantial demolition of the original structure. Remodeling involving

substantial demolition of the original structure shall constitute construction resulting in a new court facility.

(5) "Unit of government" means a county, city, urban-county government, special district, or corporate entity created for the purpose of constructing or holding title to a court facility.

(6) "Court facility" means the land and buildings owned or operated by a unit of government in which space for the court of justice is provided. Judges' benches, jury and witness boxes, and fixed seating shall be considered as permanent building fixtures.

(7) "Court facilities standards committee" means a committee consisting of the Chief Justice or his designee; one (1) judge each of the Court of Appeals, the Circuit Court, and the District Court appointed by the Supreme Court; the president of the Circuit Clerks' Association; the chairmen of the House and Senate Judiciary Committees of the General Assembly; the secretary of the Finance and Administration Cabinet; the director of the Administrative Office of the Courts; and a county judge/executive appointed by the Governor. Each appointed member shall serve for a term of four (4) years from the date of his appointment or until he vacates the office in respect to which he was appointed, whichever is earlier.

Effective: July 14, 2000

History: Amended 2000 Ky. Acts ch. 496, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 28, sec. 1, effective March 6, 1998. -- Amended 1994 Ky. Acts ch. 294, sec. 1, effective July 1, 1994. -- Amended 1982 Ky. Acts ch. 449, sec. 2, effective July 15, 1982. -- Created 1978 Ky. Acts ch. 336, sec. 1, effective July 1, 1978.

26A.130 Conveyance of court facility to Commonwealth.

A court facility which is entirely dedicated to Court of Justice purposes may be conveyed to the Commonwealth for court purposes with or without consideration. Provided, however, that no such conveyance shall be accepted by the Commonwealth unless the Administrative Office of the Courts has certified its agreement to maintain the facility.

Effective: July 15, 1982

History: Created 1982 Ky. Acts ch. 449, sec. 5, effective July 15, 1982.

26A.160 Design, financing, and construction of court facilities -- Rules of procedure and guidelines -- Oversight -- Financing requirements -- Project standards -- Application.

(1) The Chief Justice shall establish rules of procedure or guidelines on matters relating to the design, financing, and construction of court facilities. The rules or guidelines shall encompass:

(a) The duties and responsibilities of the Administrative Office of the Courts under this section;

(b) Criteria for evaluating the feasibility or practicability of various contracting or construction methods;

(c) A project management system for managing, monitoring, and reporting on projects through all phases from funding to completion, including change-order procedures;

(d) Assistance to counties in evaluating proposals for architectural, construction, or other professional services;

(e) Methods for financing energy savings projects, Americans with Disabilities Act projects, and other improvement projects;

(f) Kentucky standards for court facilities, including detailed requirements for space, construction, interior and exterior finishes, structural and mechanical systems, fixed and moveable furniture and equipment, and maximum unit cost for court facilities throughout the Commonwealth; and

(g) The maintenance and operation of court facilities after construction.

(2) The Administrative Office of the Courts shall oversee the design, financing, and construction of court facilities. The Administrative Office of the Courts shall:

(a) Assess the need for court facilities construction or renovation throughout the Commonwealth. The assessment shall consider the age, space adequacy, projected needs, structural soundness, mechanical and electrical systems, security needs, and interior and exterior quality of existing court facilities;

(b) Develop a project program for the construction or renovation of court facilities that the Administrative Office of the Courts determines to be most in need of construction or renovation, based on the needs assessment required under paragraph (a) of this subsection. The project program shall detail a complete and specifically defined court facilities project that conforms to the Kentucky standards for court facilities established under paragraph (f) of subsection (1) of this section, and shall include itemized space requirements, space relationships, design goals, scope limits, site considerations, cost estimates, and a proposed project budget;

(c) Establish the financial condition of any county that contains a court facility for which a project program under paragraph (b) of this subsection has been developed to determine the county's ability to participate in the proposed project. The Administrative Office of the Courts may discharge this responsibility by obtaining certification of the county's financial

condition from the Department for Local Government, under KRS 147A.021(5);

(d) Develop a prioritized list, with cost estimates, based on land availability and the considerations required by this section, of proposed court facilities projects, and submit the list to the Chief Justice for approval and to the Court Facilities Standards Committee for informational purposes only. Upon approval by the Chief Justice, the Administrative Office of the Courts shall submit the prioritized list to the Capital Planning Advisory Board, by April 15 of each odd-numbered year, in accordance with KRS 7A.120; and

(e) Develop and maintain uniform contracts to be used by local units of government when procuring architectural, construction, financial, or other services relating to court facilities projects authorized by the General Assembly.

(3) Before the Administrative Office of the Courts submits a budget request for court projects under KRS 48.050, each local unit of government that is expected to participate in financing a requested court project shall enter into a written memorandum of agreement with the Administrative Office of the Courts. Each county with a court project authorized by the 2000 General Assembly shall enter into a written memorandum of agreement with the Administrative Office of the Courts. The agreement shall be developed by the Administrative Office of the Courts, shall specify the rights, duties, and obligations of the local unit of government and the Administrative Office of the Courts relating to the project, and shall be contingent upon the project's authorization by the General Assembly.

(4) No contract, and no modification to any contract, relating to the design, financing, or construction of court facilities projects authorized by the General Assembly shall be executed unless first reviewed and approved by the Administrative Office of the Courts.

(5) All court facilities projects, beginning with those authorized by the 2000 General Assembly, shall comply with the Kentucky standards for court facilities established under paragraph (f) of subsection (1) of this section. No other standards shall be used.

(6) This section shall not affect or apply to any contract executed prior to July 14, 2000.

(7) All local units of government or any other entity providing space to the Court of

Justice under KRS 26A.100 shall, consistent with the law, comply with the rules of procedure and guidelines established by the Chief Justice and administered by the Administrative Office of the Courts under this section.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 496, sec. 2, effective July 14, 2000.

**26A.162 Determination of use allowance --
Presumption of twenty year bond issue --
Standards for longer term of issue -- Legislative
oversight.**

(1) The use allowance in the judicial branch budget recommendation submitted under KRS 48.100 shall be determined as if bonds will be issued for a term of twenty (20) years at the prevailing market rate, computed from the estimated date that the Court of Justice will occupy the facility. If the market rate for the bonds has increased when the bonds are to be sold, the director of the Administrative Office of the Courts may approve an extension in the bond term, up to a total of twenty-five (25) years, but only as necessary to keep the annual use allowance within the budgeted amount. All bonds issued by any local unit of government for court facilities projects shall be limited to the term approved by the Administrative Office of the Courts.

(2) Before approving any bond issue for a term exceeding twenty-five (25) years, the director of the Administrative Office of the Courts shall submit a proposal for the extended term to the Interim Joint Committee on Appropriations and Revenue and the Capital Projects and Bond Oversight Committee. The proposal shall include a statement of the necessity for the extended bond term and the impact of the extended term on the project's budgeted scope and authorized annual use allowance.

(3) Within thirty (30) days after receiving a proposal to extend a bond term beyond twenty-five (25) years, the Interim Joint Committee on Appropriations and Revenue and the Capital Projects and Bond Oversight Committee shall either approve or disapprove the proposal and shall then promptly notify the director of the Administrative Office of the Courts. If either committee disapproves the proposal, the director of the Administrative Office of the Courts shall take one (1) of the following actions and shall notify the committee of its decision in writing within thirty (30) days:

(a) Disapprove and take no further action on the proposal;

(b) Revise the proposal to comply with the committee's objections; or

(c) Determine to approve and proceed with the proposal over the committee's objection.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 496, sec. 3, effective July 14, 2000.

**26A.164 Court facility use allowance contingency
fund -- Purpose -- Conditional
use -- Legislative oversight.**

(1) There is created a court facility use allowance contingency fund. The fund shall consist of money appropriated to it in the judicial branch budget by the General Assembly. Money in the fund shall not lapse but shall be carried forward to the next fiscal year or biennium.

(2) The Court of Justice may agree to increase the budgeted scope of a court project or project pool authorized in a judicial branch budget bill enacted by the General Assembly, and may use the use allowance contingency fund to cover any resulting increase in the budgeted annual use allowance, if and only if:

(a) The appropriate unit of government first submits a proposal for the increase to the Court Facilities Standards Committee, and the Court Facilities Standards Committee approves the increase;

(b) The annual use allowance for the project or project pool, adjusted for the proposed increase in scope, would not exceed the annual use allowance specified for that project or project pool in the multiyear use allowance schedule set out in the judicial branch budget bill or memorandum by more than fifteen percent (15%); and

(c) The requirements of KRS 26A.166 have been met.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 496, sec. 4, effective July 14, 2000.

**26A.166 Increase in budgeted scope of court
facility project -- Conditions for
approval -- Legislative oversight.**

(1) Before the Court of Justice gives final approval to an increase in the budgeted scope of an authorized project or project pool listed in a judicial branch budget bill which would result in an increased use allowance, the director of the Administrative Office of the Courts shall submit a proposal for the increase to the Capital Projects and Bond Oversight Committee at least fourteen (14) days prior to the committee meeting. The proposal shall include:

(a) The multiyear use allowance specified in the judicial branch budget bill or memorandum;

(b) The proposed increase in the use allowance;

(c) The reasons and necessity for the proposed increase;

(d) A statement as to whether or how the proposed use of funds conforms with the requirements of the law; and

(e) Any other information that the committee requests.

(2) Within thirty (30) days after receiving a proposal to increase the use allowance, the Capital Projects and Bond Oversight Committee shall either approve or disapprove the proposal and shall then promptly notify the director of the Administrative office of the Courts of its decision.

(3) If the Capital Projects and Bond Oversight Committee disapproves the proposal, the director of the Administrative Office of the Courts shall take one (1) of the following actions and shall notify the committee of its decision in writing within thirty (30) days of receiving the committee's notice of disapproval:

(a) Revise the proposal to comply with the committee's objections;

(b) Cancel and take no further action on the proposal; or

(c) Determine to implement the proposal over the committee's objection.

(4) The Administrative Office of the Courts shall report to the Capital Projects and Bond Oversight Committee within thirty (30) days of any action taken by the Court of Justice to approve a scope increase of a project within a pool which would increase the use allowance for that project.

(5) The Capital Projects and Bond Oversight Committee shall maintain records of proposals, findings, decisions, and actions taken under this section. When appropriate, the committee shall provide this information to other legislative committees or to the General Assembly.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 496, sec. 5, effective July 14, 2000.

26A.168 Reports on status of court facilities projects and contingency fund.

(1) The Administrative Office of the Courts shall provide to the Capital Projects and Bond Oversight Committee, at the committee's January, April, July, and October regular meetings, a status report on the progress of all incomplete court facilities projects. For each project, the status report shall include:

(a) The project title;

(b) The county in which the project is located;

(c) The scope and use allowance authorized for the project in the judicial branch budget and budget memorandum, and any increases to the scope or use allowance under KRS 26A.164;

(d) The current status of the project;

(e) An explanation of any delay or major change in the project; and

(f) Any other information that the committee requests.

(2) On August 1 of each year, the Administrative Office of the Courts shall prepare a financial report on the court facility use allowance contingency fund for the fiscal year ending on June 30 of that year. The report shall include, with explanations, allotments, expenditures, encumbrances, and the available balance.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 496, sec. 6, effective July 14, 2000.

147A.021 Department for Local Government -- Powers and duties.

(1) The Department for Local Government shall have the following powers and duties:

(a) To require any reports from local governments that will enable it adequately to provide the technical and advisory assistance authorized by this section.

(b) To encourage, conduct, or participate in training courses in procedures and practices for the benefit of local officials, and in connection therewith, to cooperate with associations of public officials, business and professional organizations, university faculties, or other specialists.

(c) To request assistance and information, which shall be provided by all departments, divisions, boards, bureaus, commissions, and other agencies of state government to enable the department to carry out its duties under this section.

(d) At its discretion, to compile and publish annually a report on local government.

(2) The Department for Local Government shall coordinate for the Governor the state's responsibility for, and shall be responsible for liaison with the appropriate state and federal agencies with respect to, the following programs:

(a) Demonstration cities and metropolitan development act as amended with the exception of Title I of the Housing and Community Development Act of 1974 as amended through 1981;

(b) Farmers Home Administration;

(c) Veterans Administration Act as amended, as it pertains to housing.

(3) The Department for Local Government shall provide technical assistance and information to units of local government, including but not limited to:

(a) Personnel administration;

(b) Ordinances and codes;

(c) Community development;

(d) Appalachian Regional Development Program;

(e) Economic Development Administration Program;

(f) Intergovernmental Personnel Act Program;

(g) Land and Water Conservation Fund Program;

(h) Area Development Fund Program;

(i) Gas System Restoration Project;

(j) Joint Funding Administration Program;

(k) State clearinghouse for A-95 review;

(l) The memorandums of agreement with the area development districts to provide management assistance to local governments; and

(m) The urban development office.

(4) The Department for Local Government shall exercise all of the functions of the state local finance officer provided in KRS Chapters 66, 68, and 131 relating to the control of funds of counties, cities, and other units of local government.

(5) Upon request of the Administrative Office of the Courts, the Department for Local Government shall evaluate the financial condition of any local unit of government selected to participate in a court facilities construction or renovation project under KRS 26A.160 and shall certify to the Administrative Office of the Courts the local unit of government's ability to participate in the project.

Effective: July 14, 2000

History: Amended 2000 Ky. Acts ch. 496, sec. 7, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 69, sec. 54, effective July 15, 1998.

-- Amended 1994 Ky. Acts

ch. 508, sec. 46, effective July 15, 1994. -- Amended 1984 Ky. Acts ch. 183, sec. 1, effective July 13, 1984. -- Created 1982 Ky. Acts ch. 396, sec. 13, effective July 15, 1982.

**66.480 Investment of public funds -- Limitations --
Written investment policy --
Duties of state local debt officer -- Investment
pool.**

(1) The governing body of a city, county, urban-county, charter county, school district (provided that its general procedure for action is approved by the Kentucky Board of Education), or other local governmental unit or political subdivision, may invest and reinvest money subject to its control and jurisdiction in:

(a) Obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including, but not limited to, national or state banks chartered in Kentucky;

(b) Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

1. United States Treasury;
2. Export-Import Bank of the United States;
3. Farmers Home Administration;
4. Government National Mortgage Corporation;

and

5. Merchant Marine bonds;

(c) Obligations of any corporation of the United States government, including but not limited to:

1. Federal Home Loan Mortgage Corporation;
2. Federal Farm Credit Banks;
3. Bank for Cooperatives;
4. Federal Intermediate Credit Banks;
5. Federal Land Banks;
6. Federal Home Loan Banks;
7. Federal National Mortgage Association; and
8. Tennessee Valley Authority;

(d) Certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institution which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations, including surety bonds, permitted by KRS 41.240(4);

(e) Uncollateralized certificates of deposit issued by any bank or savings and loan institution rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(f) Bankers' acceptances for banks rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(g) Commercial paper rated in the highest category by a nationally recognized rating agency;

(h) Bonds or certificates of indebtedness of this state and of its agencies and instrumentalities;

(i) Securities issued by a state or local government, or any instrumentality of agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency; and

(j) Shares of mutual funds, each of which shall have the following characteristics:

1. The mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;

2. The management company of the investment company shall have been in operation for at least five (5) years; and

3. All of the securities in the mutual fund shall be eligible investments pursuant to this section.

(2) The investment authority provided by subsection (1) of this section shall be subject to the following limitations:

(a) The amount of money invested at any time by a local government or political subdivision in one (1) or more of the categories of investments authorized by subsections (1)(e), (f), (g), and (i) of this section shall not exceed twenty percent (20%) of the total amount of money invested by the local government; and

(b) No local government or political subdivision shall purchase any investment authorized by subsection (1) on a margin basis or through the use of any similar leveraging technique.

(3) The governing body of every local government or political subdivision that invests or reinvests money subject to its control or jurisdiction according to the provisions of subsection (1) of this section shall by January 1, 1995, adopt a written investment policy that shall govern the investment of funds by the local government or political subdivision. The written investment policy shall include, but shall not be limited to the following:

(a) A designation of the officer or officers of the local government or political subdivision who are authorized to invest and oversee the investment of funds;

(b) A list of the permitted types of investments;

(c) Procedures designed to secure the local government's or political subdivision's financial interest in the investments;

(d) Standards for written agreements pursuant to which investments are to be made;

(e) Procedures for monitoring, control, deposit, and retention of investments and collateral;

(f) Standards for the diversification of investments, including diversification with respect to the types of investments and firms with whom the local government or political subdivision transacts business;

(g) Standards for the qualification of investment agents which transact business with the local government, such as criteria covering

creditworthiness, experience, capitalization, size, and any other factors that make a firm capable and qualified to transact business with the local government or political subdivision; and

(h) Requirements for periodic reporting to the governing body on the status of invested funds.

(4) Sheriffs, county clerks, and jailers, who for the purposes of this section shall be known as county officials, may, and at the direction of the fiscal court shall, invest and reinvest money subject to their control and jurisdiction, including tax dollars subject to the provisions of KRS 134.300, 134.320, and 160.510, as permitted by this section.

(5) The provisions of this section are not intended to impair the power of a county official, city, county, urban-county, charter county, school district, or other local governmental unit or political subdivision to hold funds in deposit accounts with banking institutions as otherwise authorized by law.

(6) The governing body or county official may delegate the investment authority provided by this section to the treasurer or other financial officer or officers charged with custody of the funds of the local government, and the officer or officers shall thereafter assume full responsibility for all investment transactions until the delegation of authority terminates or is revoked.

(7) All county officials shall report the earnings of any investments at the time of their annual reports and settlements with the fiscal courts for excess income of their offices.

(8) The state local debt officer is authorized and directed to assist county officials and local governments (except school districts) in investing funds that are temporarily in excess of operating needs by:

(a) Explaining investment opportunities to county officials and local governments through publication and other appropriate means; and

(b) Providing technical assistance in investment of idle funds to county officials and local governments that request that assistance.

(9) (a) The state local debt officer may create an investment pool for local governments (except school districts) and county officials; and counties and county officials and cities may associate to create an investment pool. If counties and county officials and cities create a pool, each group may select a manager to administer their pool and invest the assets. Each county and each county official and each city may invest in a pool created pursuant to this subsection. Investments shall be limited to those investment instruments permitted by this section. The funds of each local government and county official shall be properly accounted for, and earnings and charges shall be assigned to each participant in a uniform manner according to the amount invested. Charges to any local government or county official shall not exceed one percent (1%) annually on the principal amount invested, and charges on investments of less than a year's duration shall be

prorated. Any investment pool created pursuant to this subsection shall be audited each year by an independent certified public accountant, or by the Auditor of Public Accounts. A copy of the audit report shall be provided to each local government or county official participating in the pool. In the case of an audit by an independent certified public accountant, a copy of the audit report shall be provided to the Auditor of Public Accounts, and to the state local debt officer. The Auditor of Public Accounts may review the report of the independent certified public accountant. After preliminary review, should discrepancies be found, the Auditor of Public Accounts may make his own investigative report or audit to verify the findings of the independent certified public accountant's report.

(b) If the state local debt officer creates an investment pool, he shall establish an account in the Treasury for the pool. He shall also establish a separate trust and agency account for the purpose of covering management costs, and he shall deposit management charges in this account. The state local debt officer may issue regulations, pursuant to KRS Chapter 13A, governing the operation of the investment pool, including but not limited to provisions on minimum allowable investments and investment periods, and method and timing of investments, withdrawals, payment of earnings, and assignment of charges.

(c) Before investing in an investment pool created pursuant to this subsection, a local government or county official shall allow any savings and loan association or bank in the county, as described in subsection (1)(d) of this section, to bid for the deposits, but the local government or county official shall not be required to seek bids more often than once in each six (6) month period.

(10) (a) With the approval of the Kentucky Board of Education, local boards of education, or any of them that desire to do so, may associate to create an investment pool. Each local school board which associates itself with other local school boards for the purpose of creating the investment pool may invest its funds in the pool so created and so managed. Investments shall be limited to those investment instruments permitted by this section. The funds of each local school board shall be properly accounted for, and earnings and charges shall be assigned to each participant in a uniform manner according to the amount invested. Charges to any local school board shall not exceed one percent (1%) annually on the principal amount invested, and charges on investments of less than a year's duration shall be prorated. Any investment pool created pursuant to this subsection shall be audited each year by an independent certified public accountant, or by the Auditor of Public Accounts. A copy of the audit report shall be provided to each local school board participating in the pool. In the case of an audit by an independent certified public accountant, a copy of the audit report shall be provided to the Auditor of Public Accounts, and to the Kentucky Board of Education. The Auditor of Public Accounts may review the report

of the independent certified public accountant. After preliminary review, should discrepancies be found, the Auditor of Public Accounts may make his own investigative report or audit to verify the findings of the independent certified public accountant's report.

(b) The Kentucky Board of Education may issue administrative regulations governing the operation of the investment pool including, but not limited to, provisions on minimum allowable investments and investment periods, and methods and timing of investments, withdrawals, payment of earnings, and assignment of charges.

Effective: July 15, 1998

History: Amended 1998 Ky. Acts ch. 554, sec. 3, effective July 15, 1998. -- Amended 1996 Ky. Acts ch. 362, sec. 6, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 275, sec. 1, effective July 15, 1994; and ch. 508, sec. 39, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 291, sec. 2, effective July 13, 1990; and ch. 476, Pt. V, sec. 298, effective July 13, 1990. -- Amended 1988 Ky. Acts ch. 393, sec. 3, effective July 15, 1988. -- Amended 1986 Ky. Acts ch. 261, sec. 1, effective July 1, 1986. -- Amended 1982 Ky. Acts ch. 57, sec. 1, effective March 9, 1982. -- Created 1966 Ky. Acts ch. 205, sec. 1.

Legislative Research Commission Note (7/15/94).

This section was amended by 1994 Ky. Acts chs. 275 and 508. Where these Acts are not in conflict, they have been codified together. In cases where stylistic changes made in Acts ch. 508 conflict with substantive changes in Acts ch. 275, the provisions of Acts ch. 275 have prevailed. Cf. KRS 7.123(1).

58.180 Creation of nonprofit corporation to act as an instrumentality of governmental agency in the financing of public projects.

(1) (a) As used herein, the term "public project" shall have the same meaning as ascribed to such term by KRS 58.010, and the term "public project" shall include, inter alia, but not by way of limitation, public facilities such as sewers, sewage treatment works, water systems, streets, sidewalks and other public ways, both vehicular and pedestrian, parks and recreational and sports facilities, hospitals and health facilities, educational facilities, drainage and reclamation projects, jails, municipal buildings, public docks, wharves and port facilities, solid waste disposal facilities, pollution control systems, mass commuting and transport systems, industrial parks, courthouses and other public buildings, public parking and garage facilities, and other edifices, projects and like things and objects intended for governmental and public purposes.

(b) As used herein, the term "governmental agency" shall mean any division of the Commonwealth which is a municipal corporation and political subdivision of

the Commonwealth of Kentucky, or to which has been delegated the right to exercise part of the sovereign power of the Commonwealth.

(2) Any governmental agency may create a nonprofit corporation pursuant to the provisions of KRS 273.161 to 273.390, inclusive, to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and financing of any public project which may be undertaken by such governmental agency pursuant to the provisions of Kentucky law and thus accomplish a public purpose of such governmental agency. Such corporation, upon direction of such governmental agency, shall be authorized to issue its bonds, notes or other obligations on behalf of such governmental agency for the acquisition and financing of one or more public projects on behalf of such governmental agency, and may pledge for the amortization of such bonds, notes or other obligations all revenues derived from the operation of such public project or public projects, including specifically all revenues derived from the leasing of such public project or public projects directly to the governmental agency upon whose behalf and upon whose direction such bonds, notes or other obligations are issued. Provided, however, that no bonds or other obligations shall be authorized under the provisions of this chapter for the construction or acquisition of telephone, gas or electric facilities.

(3) It shall be provided in any such financing (i) that upon the retirement and discharge of the bonds, notes or other obligations issued by such corporation at the direction of and on behalf of such governmental agency, title to the public project or public projects so acquired shall vest in such governmental agency; (ii) that in the event of default with respect to such bonds, notes or other obligations, the governmental agency shall have the exclusive option to acquire the public project or public projects for the amount required to discharge such bonds, notes or other obligations, and is provided a reasonable time to exercise such option; (iii) that the issuance of such bonds, notes or other obligations shall be directed by and approved by such governmental agency not more than sixty (60) days prior to the date of issue of such obligations; and (iv) that no bonds, notes or other obligations shall be issued by such corporation for and on behalf of such governmental agency except upon express direction of such governmental agency.

(4) Any governmental agency creating a corporation pursuant to this section to act for and on behalf of, and as the agency and instrumentality of, such governmental agency in the acquisition and financing of a public project or public projects shall, at all times either (i) exercise organizational control over such corporation by creating the corporation pursuant to this section, and retain authority at any and all times to alter or change the structure, organization, programs or activities of the corporation, including the power to terminate existence of the corporation, subject to any limitation on the impairment of contracts entered into by such corporation, or shall (ii) exercise supervisory

control over such corporation as may be deemed proper by the governmental agency in the administration of the corporation's activities as a constituted authority of such governmental agency, and as may be required from time to time by federal law in order to qualify the corporation to issue bonds, notes or other obligations on behalf of the governmental agency.

(5) It shall be provided, inter alia, in the articles of incorporation of any such corporation and constituted authority created to act as the agency and instrumentality of a governmental agency and to finance public projects for such governmental agency on its behalf and thereby accomplish a public purpose of such governmental agency, (i) that any net revenues of such corporation beyond those necessary for retirement of indebtedness, or implementation of the public purpose or purposes of the corporation and the governmental agency shall not inure to the benefit of any person other than the governmental agency; (ii) that upon dissolution of the corporation, title to all property owned by such corporation shall vest in the governmental agency; and (iii) that the corporation shall be created and operated solely and only to accomplish one or more of the public purposes of the governmental agency and for the acquisition and financing of public projects for and on behalf of such governmental agency.

(6) The governing body of such corporation shall consist solely and only of the following individuals:

(a) Public officials of the governmental agency as ex officio members; or

(b) Persons appointed by the governmental agency or by public officials of the governmental agency.

History: Created 1976 Ky. Acts ch. 334, sec. 1.

424.120 Qualifications of newspapers.

(1) Except as provided in subsection (2) of this section, if an advertisement for a publication area is required by law to be published in a newspaper, the publication shall be made in a newspaper that meets the following requirements:

(a) It shall be published in the publication area. A newspaper shall be deemed to be published in the area if it maintains its principal office in the area for the purpose of gathering news and soliciting advertisements and other general business of newspaper publications, and has a second-class mailing permit issued for that office. A newspaper published outside of Kentucky shall not be eligible to carry advertisements for any county or publication area within the county, other than for the city in which its main office is located, if there is a newspaper published in the county that has a substantial general circulation throughout the county and that otherwise meets the requirements of this section; and

(b) It shall be of regular issue and have a bona fide circulation in the publication area. A newspaper shall be deemed to be of regular issue if it is published regularly, as frequently as once a week, for at least

fifty (50) weeks during the calendar year as prescribed by its mailing permit, and has been so published in the area for the immediately preceding two (2) year period. A newspaper meeting all the criteria to be of regular issue, except publication in the area for the immediately preceding two (2) year period, shall be deemed to be of regular issue if it is the only paper in the publication area and has a paid circulation equal to at least ten percent (10%) of the population of the publication area. A newspaper shall be deemed to be of bona fide circulation in the publication area if it is circulated generally in the area, and maintains a definite price or consideration not less than fifty percent (50%) of its published price, and is paid for by not less than fifty percent (50%) of those to whom distribution is made; and

(c) It shall bear a title or name, consist of not less than four (4) pages without a cover, and be of a type to which the general public resorts for passing events of a political, religious, commercial, and social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements, and other notices. The news content shall be at least twenty-five percent (25%) of the total column space in more than one-half (1/2) of its issues during any twelve (12) month period.

(d) If, in a publication area there is more than one (1) newspaper which meets the above requirements, the newspaper having the largest bona fide paid circulation as shown by the average number of paid copies of each issue as shown in its published statement of ownership as filed on October 1 for the publication area shall be the newspaper where advertisements required by law to be published shall be carried.

(e) For the purposes of KRS Chapter 424, publishing shall be considered as the total recurring processes of producing the newspaper, embracing all of the included contents of reading matter, illustrations, and advertising enumerated in paragraphs (a) through (d) of this subsection. A newspaper shall not be excluded from qualifying for the purposes of legal publications as provided in this chapter if its printing or reproduction processes take place outside the publication area.

(2) (a) If, in the case of a publication area smaller than the county in which it is located, there is no newspaper published in the area, the publication shall be made in a newspaper published in the county that is qualified under this section to publish advertisements for the county. If the qualified newspaper publishes a zoned edition which is distributed to regular subscribers within the publication area, any advertisement required by law to be published in the publication area may be published in the zoned edition distributed in that area.

(b) If, in any county there is no newspaper meeting the requirements of this section for publishing advertisements for that county, any advertisements required to be published for the county or for any publication area within the county shall be published in a newspaper of the largest bona fide circulation in

that county published in and qualified to publish advertisements for an adjoining county in Kentucky. This subsection is intended to supersede any statute that provides or contemplates that newspaper publication may be dispensed with if there is no newspaper printed or published or of general circulation in the particular publication area.

(3) If a publication area consists of a district, other than a city, which extends into more than one (1) county, the part of the district in each county shall be considered to be a separate publication area for the purposes of this section, and an advertisement for each separate publication area shall be published in a newspaper qualified under this section to publish advertisements for the area.

Effective: July 14, 1992

History: Amended 1992 Ky. Acts ch. 9, sec. 2, effective July 14, 1992. -- Amended 1984 Ky. Acts ch. 201, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 180, sec. 1, effective July 15, 1982; and ch. 430, sec. 3, effective July 15, 1982. -- Amended 1960 Ky. Acts ch. 168, sec. 1. -- Created 1958 Ky. Acts ch. 42, s

SECTION III. Summary of Federal Statutes

American Indian Religious Freedom Act. The American Indian Religious Freedom Act of 1978 (AIRFA) states the policy of the United States to protect and preserve for American Indians, Eskimos, Aleuts, and native Hawaiians their inherent rights of freedom to believe, express, and exercise traditional religions. These rights include, but are not limited to, access to sites, use and possession of sacred objects, and freedom to worship through ceremony and traditional rites. They also include the right of tribal leadership to be consulted by federal agencies before burial sites that appear to relate to tribal ancestors are disturbed by agency projects. Regulations implementing AIRFA are located at 43 CFR Part 7.

Archeological Resources Protection Act. The ARPA prohibits the removal, sale, receipt, and interstate transportation of archeological resources obtained illegally (without permits) from public or Indian lands and authorizes agency permit procedures for investigations of archeological resources on public lands under the agency's control. The law requires that the Secretaries of the Interior, Agriculture, and Defense and their respective employees and agents develop plans for surveying the lands under their control. Their tasks are to determine the nature and extent of archeological resources, to prepare a schedule for surveying those lands which are likely to contain the most scientifically valuable archeological resources, and to develop documents for reporting suspected violations of the ARPA. The ARPA requires the issuance of permits for authorized professional excavation or removal of archaeological resources. The ARPA imposes civil and criminal penalties for unauthorized excavation, removal, damage, alteration, or defacement of archeological resources or attempt to perform such unauthorized acts. Implementing regulations of the ARPA are contained in 18 CFR Part 1312, 32 CFR Part 229, 36 CFR Part 296, and 43 CFR Part 7.

Clean Air Act. The Clean Air Act (CAA) controls the emission of pollutants into the atmosphere. Under the CAA, EPA has established national air standards. These standards, which express concentrations of designated pollutants, are called the National Ambient Air Quality Standards (NAAQS). The NAAQS, uniformly applied throughout the Nation, are time-averaged concentrations of the specified pollutants that cannot be exceeded in the ambient air more than a specified number of times. Standards have been established for the pollutants sulfur dioxide, carbon monoxide, ozone, nitrogen oxides, lead, and inhalable particulate matter. The NAAQS are to be achieved

by the states through state implementation plans, which provide for limitations, schedules, and timetables for compliance with NAAQS by stationary sources and transportation control plans for mobile sources.

Amendments to the Clean Air Act in 1990 introduced, at Section 176© of the act, a requirement that "[N]o department, agency, or instrumentality of the Federal Government shall engage in, support in any way, or provide financial assistance for, license or permit, or approve any activity which does not conform to an implementation plan approved or promulgated. The assurance of conformity shall be an affirmative responsibility of the head of such department, agency, or instrumentality." Conformity to an implementation plan means conformity to an implementation plan's purpose of eliminating or reducing the severity and number of violations of the NAAQS and achieving expeditious attainment of such standards. It further refers to conducting activities so that they will not cause or contribute to any new violation of any standard in any area, increase the frequency or severity of any existing violation of any standards in any area, or delay timely attainment of any standard of any required interim emission reductions or other milestone in any area. Regulations regarding determining conformity of general federal actions to implementation plans appear at 40 CFR Parts 51 and 93.

Clean Water Act. Since major amendments in 1977, the Federal Water Pollution Control Act has been known as the Clean Water Act (CWA). This statute, which seeks to restore and maintain the chemical, physical, and biological integrity of the Nation's waters, identifies certain pollutants and sets required treatment levels for those pollutants. The CWA addresses both point source and nonpoint source discharges. Point sources are distinct entities that discharge wastewater with pollutants into rivers or lakes through distinct conveyances such as pipes, ditches, or canals. Nonpoint sources are those which do not discharge wastewater from a discrete conveyance (e.g., agricultural lands, construction sites, parking lots, streets).

Section 402 of the CWA establishes the National Pollutant Discharge Elimination System (NPDES) program. NPDES permits are required for all point source discharges to waters of the United States, including discharges of stormwater associated with industrial activities.

Section 404 of the Clean Water Act contains provisions for protection of wetlands and establishes a permitting process for activities having potential

effects in wetland areas. Wetlands and riverine and open-water systems are considered waters of the United States under section 404 and, as such, fall under the regulatory jurisdiction of the USACE. The USACE's definition of waters of the United States includes all interstate waters and lakes, as well as rivers, streams, mudflats, sandflats, sloughs, prairie potholes, wet meadows, and other wetland communities. Section 404 regulates the discharge of dredge or fill into wetlands, or other waters of the United States, and requires sequencing for proposed impacts. Sequencing requires the avoidance of wetland losses, minimization of impacts, and replacement of unavoidable losses. All development activities that might involve impacts on wetlands, through dredging and filling, require consultation with the USACE. If a given wetland is determined to meet the regulatory definition, either a nationwide permit is issued or an individual permit application is required, depending on the development proposal for fill or land disturbance activities.

Section 401 of the Clean Water Act addresses water quality certification and authorizes the review and conditioning, approval, or denial of federal permits or licenses that might result in discharges to waters of the United States.

Community Environmental Response Facilitation Act. In October 1992, Congress amended Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with the Community Environmental Response Facilitation Act (CERFA)(Public Law 102-426). CERFA establishes new requirements for contamination assessment, cleanup, and regulatory agency notification and concurrence for federal facility transfers.

CERFA requires federal agencies to identify uncontaminated parcels, with regulatory concurrence. It allows transfer by deed of remedied parcels at the point when successful operation of an approved remedy has been demonstrated to EPA.

CERFA requires that the identification consider petroleum products as well as CERCLA hazardous substances. For property that is part of a facility listed on the National Priorities List, the identification cannot be considered complete until the EPA Administrator concurs. For real property not on the National Priorities List, the identification cannot be considered complete until the state concurs.

The law requires an agency transferring parcels identified as uncontaminated to provide a covenant that any response action or corrective action found necessary will be undertaken by the United States. The deed for such parcels must also provide for a right of access to perform any additional response action, including appropriate investigations. CERFA's

objective is to identify real property where no CERCLA-regulated hazardous substances or petroleum products were disposed of or released.

Comprehensive Environmental Response, Compensation, and Liability Act. CERCLA, better known as Superfund, addresses cleanup of past hazardous substance sites that pose threats to human health or the environment. The Superfund Amendments and Reauthorization Act of 1986 (SARA) expanded applicability of this law to federal facilities. SARA provides procedures to clean up toxic or hazardous substances at closed or abandoned hazardous substance sites.

Procedures for conducting cleanup are governed by the National Oil and Hazardous Substances Pollution Contingency Plan. Major steps in the cleanup process include preliminary assessment and site investigations of hazardous substance releases, remedial investigation and preparation of feasibility studies for cleanup, a ROD for selecting among cleanup alternatives, and design of remedial measures and implementation of remedial action. The process includes creation and maintenance of an administrative record for public review and notices to the public for review and comment at major junctures.

Endangered Species Act. Under the ESA the Commonwealth of Kentucky (by statute) is required to conserve biological or wildlife species that have been federally listed as endangered or threatened. All federal agencies must consult with the U.S. Fish and Wildlife Service (USFWS) to ensure that any actions authorized, funded, or carried out by the agencies are not likely to jeopardize the continued existence of any endangered or threatened species or to result in the destruction of or substantial damage to its critical habitat. This consultation, deriving from Section 7 of the act, is often referred to as the Section 7 consultation process. While this consultation is in progress, an agency must not make an irretrievable commitment of resources to its project. A consultation typically leads to the USFWS's suggestion of alternatives or mitigating measures that can be incorporated into the project, thereby allowing its completion.

The ESA prohibits the taking of endangered fish and wildlife species. Taking includes harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, collecting, or attempting to do any of these things. With respect to the taking of endangered plants, it is prohibited to remove or reduce to one's possession any listed species. Under the ESA, the Secretary of the Interior issues regulations to conserve threatened species.

Amendments to the ESA in 1982 allow the Secretary of the Interior to approve "incidental" taking of listed

species if, after notice and comment, the Secretary finds that the taking will be incidental, the applicant will exert maximum effort to minimize and mitigate the effects of taking, the applicant will ensure adequate funding for the plan, and the taking will not appreciably reduce the likelihood of survival and recovery of the species in the wild.

Migratory Bird Treaty Act. The MBTA (16 U.S.C. 703-712) and its implementing regulations make it unlawful for any person to take (i.e., pursue, hunt, shoot, wound, trap, capture, or collect) any migratory bird without first receiving a permit to do so. Take, under the MBTA, does not include “harass” or “harm” as in the Endangered Species Act and pertains predominately to actions involving the deliberate killing or collecting of species (i.e., not destruction of habitat). The USFWS is responsible for issuing take permits and for enforcing the MBTA and its implementing regulations. Although the MBTA does not provide for incidental take of migratory birds, it does authorize the USFWS to issue “special purpose” permits. These permits are required before any person can lawfully take or otherwise possess migratory birds, their parts, nests, or eggs for any purpose not otherwise covered by the general permit regulations. The USFWS does not have an official policy governing issuance of such permits to federal agencies.

National Environmental Policy Act (NEPA). Public Law 91-190, passed by Congress in 1969, established a national policy designed to encourage consideration of the influence of human activities on the natural environment. NEPA also established the Council on Environmental Quality. NEPA procedures require that environmental information be made available to the public before decisions are made.

National Historic Preservation Act (NHPA). Implemented by the State Historic Preservation Officer (SHPO). The NHPA protects buildings, sites, districts, structures, and objects that have significant scientific, historic, or cultural value. The act establishes affirmative responsibilities to preserve historic and prehistoric resources. Effects on properties that are on, or eligible for, the National Register of Historic Places must be taken into account in planning and operations. Any property that may qualify for inclusion on the National Register of Historic Places must not be inadvertently transferred, sold, demolished, substantially altered, or allowed to deteriorate.

National Register of Historic Places criteria are those qualities of significance in American history, architecture, engineering, archeology, and culture present in districts, sites, buildings, structures, and objects of state, local, regional, or national

importance. These properties possess integrity of location, design, setting, materials, workmanship, feeling, and association.

Fulfillment of the purposes of the NHPA is assisted through coordination with the Advisory Council on Historic Preservation (ACHP) and with the State Historic Preservation Officer (SHPO).

Resource Conservation and Recovery Act. Under the Resource Conservation and Recovery Act (RCRA), EPA defines those substances which are hazardous and regulates their generation, treatment, storage, transportation, and disposal. EPA also establishes technical and performance requirements for hazardous substance management units and exercises responsibility over a permit system for hazardous substance management facilities. RCRA is also the source for regulations pertaining to solid waste management and underground storage tank management.

APPENDIX C – Court of Justice Facilities Forms

- Certificate of Availability and Commitment of Local Funds
- Soil Bearing Capacity Declaration
- Declaration of Uniformity of Area Soils Conditions
- Standard Request for Proposal for Financial Advisors
- Standard Contract for Financial Advisor Services
- Project Financing Form
- Non-Collusion Affidavit
- Project Development Board A-E Selection Grade Sheet
- Project Development Board Construction Service Provider Selection Grade Sheet
- Project Development Board Availability and Financial Advisor Selection Grade Sheet
- Architectural-Engineering Services Invoice
- Project Budget Worksheet



Commonwealth of Kentucky Court of Justice

Certificate of Availability and Commitment of Local Funds

DATE: _____

LOCATION: _____

ADDRESS: _____

THE AMOUNT OF LOCAL FUNDS IS HEREBY DECLARED AVAILABLE AND COMMITTED FOR THE PROJECT TITLED: _____

TOTALS: \$ _____

Numbers

Text

Signature: _____

Printed Name: _____

Constitutional Title: _____

Local Agency Name: _____

Witnesses:

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____



Commonwealth of Kentucky Court of Justice
Soil Bearing Capacity Declaration

DATE: _____
LOCATION: _____
ADDRESS: _____
PROJECT: _____

"On the basis of our surface and subsurface investigation, and on generally accepted practices and procedures of the geotechnical engineering profession, I hereby declare to the best of my professional opinion, that the existing soil conditions at the site for this project are of a nature and classification which determine that the undisturbed soils at elevation _____ feet (elevation of the bottom of the proposed footing) when considered in conjunction with the supporting capability of the underlying soil strata, are rated at an allowable design bearing capacity of not less than _____ pounds per square foot for a spread footing type of building foundation."

Signature: _____
Soils Engineer Name: _____
Title: _____
Firm's Name: _____

Footnotes:

1/ A Soil Bearing Capacity Declaration is not required for rehabilitation work, small lightweight facilities, and minor additions when existing soils surveys and/or the performance of the existing building provide the A-E sufficient evidence to make a statement on the preliminary plans stating the justification that additional soils studies are not required for the project.

2/ The wording of this document is not to be changed, since the wording has been reviewed by legal counsel and the Geotechnical Association for proper wording and undue liability for the Soils Engineer.



Commonwealth of Kentucky Court of Justice

Declaration of Uniformity of Area Soils Conditions

DATE: _____
LOCATION: _____
ADDRESS: _____
PROJECT: _____

"I hereby declare, on the basis of my knowledge of soil conditions within this area and in conjunction with review of published geological data for this region, that the soil conditions and characteristics existing at the subject site for the proposed project are not peculiar to the site but are, in my judgment, the same type and nature of soils that are prevalent throughout the area (within at least a 5-mile radius of the subject site) to such an extent that it would not be reasonable to expect that the requirement for special foundation and pavement work needed for the proposed facilities at this site could be avoided by relocation of the project to another area within the 5-mile radius."

Signature: _____
Soils Engineer Name: _____
Title: _____
Firm's Name: _____

Note: The wording of this document is not to be changed, since the wording has been reviewed by legal counsel and the Geotechnical Association for proper wording and undue liability for the Soils Engineer.



Kentucky Court of Justice

Standard Request for Proposal for Financial Advisors

The _____ County Fiscal Court (the "County") plans to (Choose, as applicable: "Construct", "Renovate", "Adapt", and/or "Expand") the _____ Court Facility and to accomplish the financing for the project through the issuance of tax-exempt revenue bonds. The County desires the services of a Financial Advisor to develop a plan of financing, consult and advise County/AOC officials as to current market conditions, and coordinate the sale and delivery of the Bonds. The County is inviting proposals to provide Financial Advisory services.

Interested service providers should submit ten (10) copies of their proposal(s) no later than (Specify DATE/TIME). Proposals received after (Specify DATE/TIME) will not be accepted. It is solely the responsibility of the respondent to meet the deadline and to assure the timely delivery of all proposals. Neither, the Local Agency nor the Project Development Board is responsible for the delivery of proposals. Proposals received after (Specify DATE/TIME) shall not be considered and shall be returned, unopened to the Respondent. Faxed copies and electronic transmissions will not be accepted or considered.

Enter Local Agency, in care of (C/O)
Project Development Board
name/address/
telephone number/FAX number

Each response to the RFP must address all of the following items. Failure to comply with the requirements of the RFP will result in the firm's response not being evaluated by the Project Development Board.

I. Disclosure

A. Please respond to the following statements:

1. The Financial Advisor affirms that there is no prior, current, or anticipated commitment, which would interfere with or cause a conflict of interest in representing the County.

YES: _____

NO: _____

2. The Financial Advisor and/or firm has provided financial advisory services to Kentucky or other similar governmental units for no less than five (5) years.

YES: _____

NO: _____

3. The Financial Advisor, other members of the financing team, and the firm have not been subject to Securities and Exchange Commission ("SEC"), SRO, federal, or state sanctions or disciplinary action including but not limited to censure, limits on operations, suspension, revocation, or refusal of registration, expulsion from the securities business, monetary penalties, criminal convictions, etc.

YES: _____

NO: _____

4. The Financial Advisor, other members of the financing team, and the firm are not under investigation by the SEC, any SRO, and/or any federal or state government agency.

YES: _____

NO: _____

5. If asked to assist in the selection of bond counsel, trustees, GIC Providers, or other professional services, the financial advisor agrees to disclose any compensation arrangement between the financial advisor and/or firm and service provider as Attachment A. to this form.

B. Provide explanations to any "NO" responses.

We certify that the above answers are accurate and complete to the best of our knowledge and realize that answering the above questionnaire falsely will disqualify the Financial Advisor from further participation in the RFP process.

Financial Advisor

Municipal Securities Principal of
Financial Advisory Firm

II. Qualifications – Descriptions of Skills Required to Perform the Services

A. Discuss the financial advisory experience and range of services over the past five years in financing court facilities construction or similar projects. Include a brief history of your firm and any distinguishing characteristics that would enable your firm to best serve the Project Development Board. Attach covers from at least two Official Statements over the past two years listing your firm as the financial advisor as Attachment B. to this form.

B. Identify the principal contact who would serve as the advisor the County and specifically discuss that individual's experience as principal financial advisor with similar issuers over the last five years.

C. Identify the person in the firm who would provide cash flow and debt structuring analysis and describe that individual's experience providing that service to other similar issuers within the last two years.

D. Provide resumes for all firm members involved in the transaction.

E. Provide at least three references from similar issuers served over the past two years as Attachment C. to this form.

III. Additional Required Information:

A. If it is judged not to be in the best interest of the County to carry the cost of interim financing, then describe the specific steps that will be taken to secure short-term interim financing for the Project Development Board. How would bids be solicited? Describe the success your firm has had with three similar issuers in attracting bids from local banks and institutional and retail firms to underwrite short-term interim financing. Include the number of bids received for each of the three (3) issuers

B. Describe the specific steps that will be taken to secure bids for the reinvestment of bond proceeds. What investments vehicles are recommended? Describe the success your firm has had with three similar issuers in attracting bids. Include the number of bids received for each of the three (3) issuers.

C. Describe the financing structure to be used by the financial advisor. Demonstrate knowledge of Court Facilities Financing guidelines and ways of securing a strong credit rating. How would bids be solicited? As variables such as interest rates are unknown, proposals will not be compared on the basis of projected costs. Proposals incorporating financial advisory fees, which are higher than the Standard Fee Schedule, will not be accepted for consideration.

IV. Fee Schedule

<p style="text-align: center;">Commonwealth of Kentucky Court of Justice</p> <p style="text-align: center;">Maximum Allowable Fee Schedule for Services and Expenses of Financial Advisor</p> <p><u>Proposal fees shall not exceed:</u></p> <ul style="list-style-type: none">❑ \$11 per \$1,000 on the first \$1 million,❑ \$10 per \$1,000 on the second million, and❑ \$ 6 per \$1,000 on anything over \$2 million.❑ A proposed fee shall be based upon the amount of bonds actually issued; and, shall include printing of bonds, distribution of preliminary and official statements, advertising the bond issue (except national publication charges), out-of pocket expenses, travel expenses of the Financial Advisor, postage costs, and other normal expenses related to the bond closing; and,❑ A proposed fee shall not include bond and tax counsel fees and additional legal services, national publication charges, title searches, investment advisory services, Guaranteed Investment Contract ("GIC") Provider, county attorney fees, trustee/registrar/paying agent fees, rating service, underwriter's discount, and insurance premium, if any.
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Extract from AP Part X., Table 18-3 Maximum Allowable Fee Schedule.



Kentucky Court of Justice

Standard Contract for Financial Advisor Services

This agreement is entered into between _____ County Fiscal Court (including _____ County Public Properties Corporation) and (Financial Advisor).

WHEREAS, The County plans to construct a new *court facility* to be *occupied and* leased to the Administrative Office of the Courts (AOC), and plans to accomplish the financing for the project through the issuance of tax-exempt revenue bonds (the Bonds) ;and

WHEREAS, KRS Chapter 58 grants authority to issue bonds for the purpose of providing funds for such construction; and

WHEREAS, The County desires the services of a financial advisor to develop a plan of financing, consult and advise County officials *and* AOC as to current market conditions and coordinate the sale and delivery of the Bonds, has executed a Request For Proposal (RFP) for said services, and has received proposals from a minimum of (enter number) financial advisory organizations; and

WHEREAS, the firm of _____ represents itself to be qualified, desires to provide professional staff to act as financial advisor to the County, and has been offered the contract pursuant to the RFP;

NOW, THEREFORE, in consideration of the following, the parties hereby agree as follows:

ARTICLE I
SERVICES OF FINANCIAL ADVISOR

1. Ensure the County's compliance with the Rules of Administrative Procedure of the Court of Justice relating to Court Facilities and the financing thereof.
2. Consult with County, AOC, *legal* counsel, auditors, other consultants and Bond Counsel with respect to the structure of the financing program *including but not limited to size and date of issue, schedule of bond maturities, prior redemption provisions, denomination and timing of sale*; in order to ensure that all legal, technical and financial requirements of the financing plan are met, and to that end will participate in the development of basic legal documents associated with such plan.
3. Review and *advise on* all documents and reports, *including but not limited to the necessary advertising; coordinate with legal counsel the preparation of all minutes, resolutions, notices, leases, ordinances, and other documents required for the authorization, sale, issuance, and delivery of the bonds*
4. Attend any meetings or presentations *and provide required materials* to governmental or regulatory bodies, including the Court Facilities Standards Committee, the Capital Projects and Bond Oversight Committee, the Department of Local Government, and the Interim Joint Committee on Appropriations and Revenue, as requested by the County or the AOC, to assist in the development and governmental or regulatory approval of the Bonds.
5. Participate in and coordinate with the County, AOC, *legal* counsel, auditor, other consultants, and Bond Counsel in the preparation and distribution of preliminary and final forms of the Official Statement to be used in the offering of the Bonds *to interested bidders to attract the widest interest possible*, and *advise and make recommendations* with respect to style, organization and content of materials in the Official Statement.
6. If required, assist the County in an effective presentation before rating agencies in conjunction with *legal* counsel, auditors, other consultants and Bond Counsel with a view toward securing the most favorable credit ratings for the Bonds.
7. Assist the County in conducting informational meetings as appropriate to inform and advise dealers, investors and others of the County's financial plans. The Financial Advisor will not be required to pay travel or other out-of-pocket expenses incurred in connection with such meetings by persons other than employees or representatives of the Financial Advisor.

8. Prior to the final sale of the Bonds, the Financial Advisor will advise the County *and AOC* of the current market conditions and will provide detailed market information.
9. Provide supplemental services in the areas of computer *hardware and software* services, *technical experience to structure the bond issue*, post-sale services and provide direction in the investment of the proceeds of the Bonds.
10. In carrying out this Agreement, the Financial Advisor will make available the full experience of its organizations and will employ its members and prestige so as to represent the County with maximum effectiveness in contacts with the financial community and with investors.
11. Advise in the tabulation and comparison of all bids received and recommend the acceptability of the best and lowest evaluated bid from the standpoint of price and interest in relation to financial conditions existing at the time. The Financial Advisor shall use True Interest Cost ("TIC") as a basis for evaluating bids during the sale of Bonds.
12. Bid all investments to ensure that the County and AOC receive optimal investment earnings and meet the permissible investments as described in KRS 64.480. There must be bids from at least three parties.
13. Provide schedule of construction fund expenditures to meet spend-down requirements, to avoid arbitrage rebate, and permissible investments as described in KRS 66.480. If the draw-down schedule is not followed, then the Fiscal Agent is not accountable.

ARTICLE II OBLIGATIONS OF THE COUNTY

1. The County agrees to employ a nationally recognized Municipal Bond Counsel firm in connection with the sale of the Bonds.
2. The County shall make available its personnel, staff, counsel, consultants and auditors as required to accomplish the preparation of all documents required to *properly support and legally issue* the Bonds, and shall make available such other information as may be reasonably necessary and advisable in marketing the Bonds. Such information may include, in addition to audited financial statements of the County, unaudited interim financial statements. *The County agrees to work in a cooperative effort with the Financial Advisor toward the sale of the Bonds.*

3. The County affirms that there are no outstanding commitments relating to this proposal that are binding on the County and which would impair the validity of this Agreement.
4. If applicable, the County agrees to comply with Securities and Exchange Commission ("SEC") Rule requirements 15(c)2-12, relating to financial statement and certain event disclosures until the Bonds are paid in full.

ARTICLE III FEES

The Financial Advisor shall be paid by the County from the proceeds of the Bonds to be issued and be compensated as follows:

MAXIMUM FEE:

- \$7,500 shall be permitted as a minimum fee on any amount of bonds issued; otherwise,
- \$11 per \$1,000 on the first million;
- \$10 per \$1,000 on the second million; and
- \$ 6 per \$1,000 on any amount over the second million.

NOTE: These numbers should be altered to reflect the actual fee awarded with the response if lower than the amount listed above.

The fee is based upon the amount of bonds actually issued; and, shall include printing of bonds, distribution of the preliminary official statement and the official statement, advertising the bond issue (except national publication charges), all out-of pocket expenses and travel expenses of the Financial Advisor, postage costs and other normal expenses related to the bond closing.

Fee not to include bond and tax counsel fees and additional legal services, national publication charges, title searches, investment advisory services, Guaranteed Investment Contract ("GIC") Provider, County Attorney fees, trustee/registrar/paying agent fees, rating service, underwriter's discount, and credit enhancement, if any.

**ARTICLE IV
SUBMISSION OF BID**

The County agrees that the Financial Advisor may, but is not obligated to, submit a bid in competition with other potential purchasers of the Bonds, provided, however, if the Financial Advisor intends to submit a bid for the Bonds, the Financial Advisor shall advise the County of its intent to do so prior to the publication of any Notice of Sale and such Notice of Sale shall contain a disclosure of any such intention.

**ARTICLE V
TERM OF CONTRACT**

This Agreement shall commence upon its adoption by the County and extend until such time as the terms of the Financial Advisor's contract are completed. Either party due to the other party's failure to comply with its terms, provided that notice must be given not less than thirty (30) days prior to such unilateral termination, may terminate this Agreement. No such notice of termination, however, shall impair the obligation of the County to pay fees and expenses incurred by it or the obligation of the Financial Advisor to provide the investment banking services described herein including during such thirty (30) day period.

IN WITNESS HEREOF, the County has executed this Agreement and attested by its duly authorized officers, and the Financial Advisor has caused this Agreement to be executed in its corporate name. All of the above occurred as of the date first written below.

DATE:

_____ **County**

BY:

TITLE:

_____ **Financial Advisor**

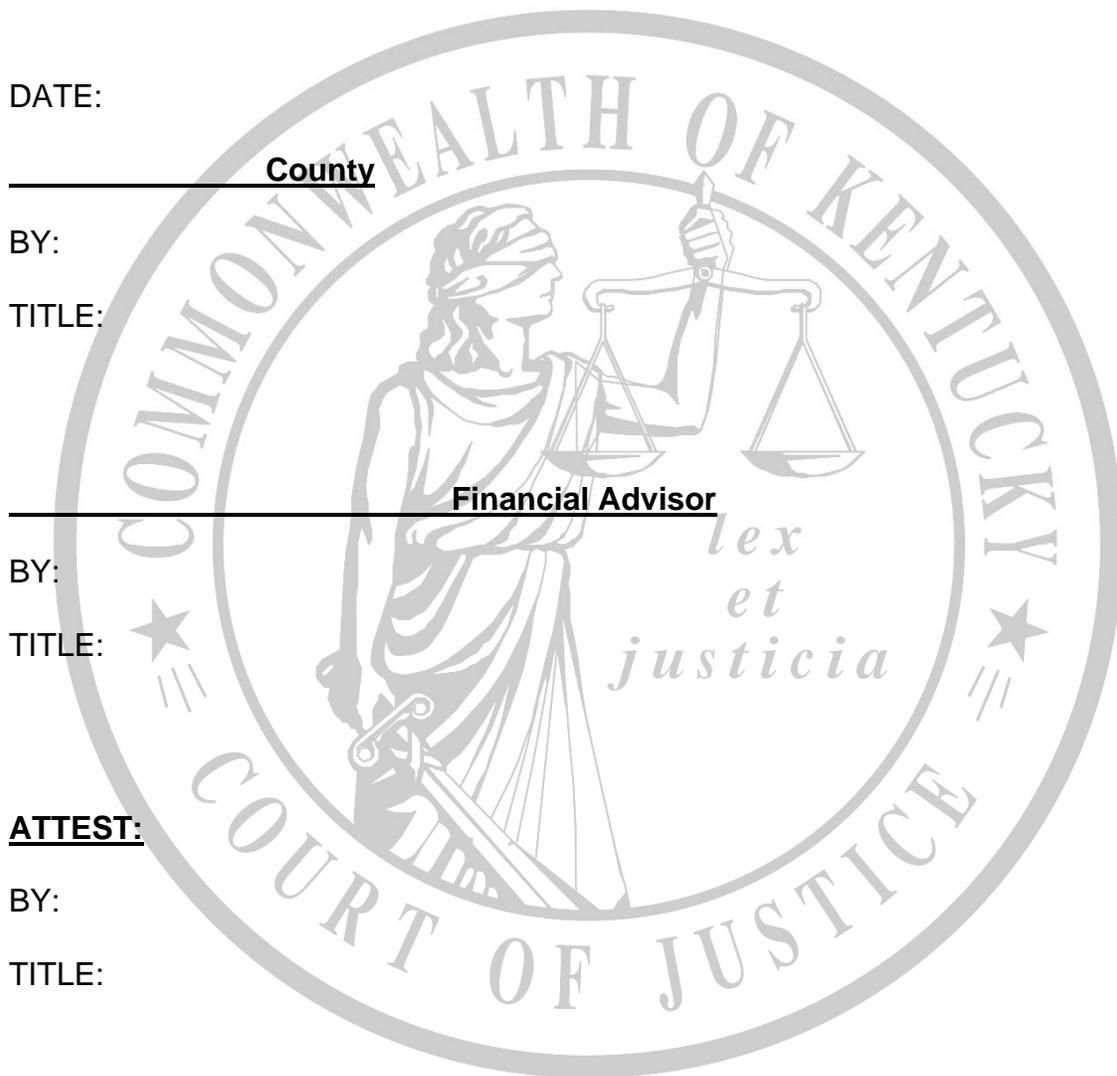
BY:

TITLE:

ATTEST:

BY:

TITLE:





Commonwealth of Kentucky Court of Justice

Project Financing Form

INTERIM FINANCING:

FINAL FINANCING:

COUNTY: _____

DATE: _____

ATTACH PROJECTED DRAW SCHEDULE

	Budget	Interim Financing Proceeds	Final Financing Proceeds	Total
Sources of Funds				
Par Amount of Bonds:				
Equity Contribution (if project is not solely funded by the AOC):				
Other				
Total				
Uses of Funds				
Land				
Site Survey/Preparation				
Construction Costs:				
Construction Bid:				
Construction Contingency:				
Construction Manager, if applicable:				
Communications/Network Infrastructure:				
Project Design (Architect-Engineer):				
Deposit to Debt Service Fund:				
Deposit to Capitalized Interest Fund:				
Refunding of Interim Financing				
Par Amount of				

Submitted by: _____ Date: _____

Title: _____

Approval of Interim Financing Plan by Administrative Office of the Courts and Authorization to Proceed with Sale:

AOC Designee: _____ Date: _____

Title: _____

Approval of Final Financing Plan by Administrative Office of the Courts and Authorization to Proceed with Sale::

AOC Designee: _____ Date: _____

Title: _____



Commonwealth of Kentucky Court of Justice
Non-Collusion Affidavit

The undersigned agent, being duly sworn, states that neither he or she nor his or her firm has any relationship, either financial or through kinship regarding the

Project Titled: _____

to:

Design or Construction Management Service Providers:

- Any member of the Project Development Board or Party having influence on decisions pertaining to the Project.

Construction Managers:

- Any or all prime contractors or material supplies while using the construction management method of constuction.

Architect's Signature: _____

Architect's Typed Name/Title: _____

Construction Manager's Signature: _____

Construction Manager's Typed Name/Title: _____

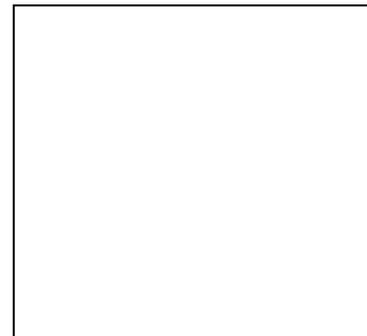
Subscribed and Sworn to Me this

_____ day of

_____, 20 _____

My Commission expires:

_____, 20 _____



Notary Seal



Commonwealth of Kentucky Court of Justice

**Project Development Board
A-E Selection Grade Sheet**

Project: _____

Date: _____

A-E: _____

Topic		Point Value*	Score**
1	Capability (qualified staff)		
2	Individual Team Members & Consultants		
3	Current Work Load & Project Timeline		
4	Experience (similar size/scope projects)		
5	Knowledge of Court Facilities		
6	Change Order History		
7	Budget Compliance History		
8	Presentation		
Totals		100	

* Example Point Values, Board may elect to change these values.

** Score within Point Value range, with higher scores being more qualified and lower scores being less qualified. Possible 100-point score.



Commonwealth of Kentucky Court of Justice
Project Development Board
Construction Service Provider Selection
Grade Sheet

Project: _____

Date: _____

A-E: _____

Topic		Point Value*	Score**
1	Capability (qualified staff)		
2	Staff and Personnel Resources		
3	Labor Pool and Training Resources		
4	Experience (similar size/scope projects)		
5	Knowledge of Court Facilities		
6	Change Order History		
7	Budget Compliance History		
8	Presentation		
Totals		100	

* Example Point Values, Board may elect to change these values.

** Score within Point Value range, with higher scores being more qualified and lower scores being less qualified. Possible 100-point score.



Commonwealth of Kentucky Court of Justice

**Project Development Board
Financial Advisor Selection Grade Sheet**

Project: _____

Date: _____

Advisor: _____

Topic		Point Value	Score*
1	Capability (qualified staff)		
2	Firm's Compliance with Court of Justice Rules of Administrative Procedure		
3	Experience (similar size/scope projects)		
5	Knowledge of Court Facilities Financing		
6	Firm's willingness to solicit local/regional Bank participation for interim financing.		
7	Firm's willingness to publicly advertise and solicit bids for lowest cost.		
8	Presentation		
Totals		100	

* Score within Point Value range, with higher scores being more qualified and lower scores being less qualified. Possible 100-point score.



Commonwealth of Kentucky Court of Justice

Architectural-Engineering Services INVOICE

Date: _____

Invoice Number: _____

Project: _____

Architect : _____

Address: _____

Original Project Budget: \$ _____

Original Project Bid/ Contract: \$ _____

Approved Executed Change Orderst: \$ _____

Current Construction Budget: \$ _____

Original Total A-E Authorized Fee at _____ %: \$ _____

Current Total A-E Authorized Fee to date _____ %: \$ _____

Phase A fee value: _____ (Phase A) % complete

Phase B fee value: _____ (Phase B) % complete

Phase C fee value: _____ (Phase C) % complete

Earned fee to date: _____ \$

Less Previous paid invoices: _____ \$

Amount Due this Invoice: _____ (Phase A,B,C)

Phase D fee value: \$ _____

Work complete to date - Earned fee: \$ _____

Percent Construction Completed: _____ %

Less previously paid invoices: \$ _____

Current Payment Due: \$ _____

Less 10% Retainage: \$ _____ (Phase D Only)

Amount Due this Invoice: \$ _____

Balance remaining plus retainage : \$ _____

Certification

Architect Signature: _____

Printed Name and Title: _____

PDB / AOC Authorized Payment (AOC Entry Only): \$ _____

General Manager/Manager Signature: _____

Budget Director: _____



Commonwealth of Kentucky Court of Justice

**Architectural-Engineering Services
ADDITIONAL SERVICES INVOICE**

Date: _____

Invoice Number: _____

Project: _____

A-E Firm Name: _____

Address: _____

<u>Item</u>	<u>Amount*</u>
Item #1. _____	\$ _____
Item #2. _____	\$ _____
Item #3. _____	\$ _____
Item #4. _____	\$ _____
Item #5. _____	\$ _____
Item #6. _____	\$ _____
Item #7. _____	\$ _____
Item #8. _____	\$ _____
Item #9. _____	\$ _____
Item #10. _____	\$ _____

Forwarded from Continuation Sheet \$ _____

Total Request \$ _____

** Attach any other-party invoices and further justification as required.*

Certification

A-E Authorized Agent Signature: _____

Printed Name and Title: _____

PDB / AOC Authorized Payment (AOC Entry Only): \$ _____

General Manager/Manager Signature: _____

Budget Director: _____

SIGNATURES AND ACCEPTANCES

I hereby certify that the attached estimates and entries related to the cost of the facility are accurate and correct to the best of my knowledge and are based on compliance with approved program documents and Court of Justice Rule of Administrative Procedure Part X.

Phase A Program Cost Estimate

Date Submitted: _____
(day/month/year)

Certification: _____ Date: _____
Design Service Provider (day/month/year)

Certification: _____ Date: _____
*Construction Management Service Provider** (day/month/year)

Acceptance: _____ Date: _____
Chairperson, Project Development Board (day/month/year)

Acceptance: _____ Date: _____
AOC General Manager of Facilities (day/month/year)

Phase B Cost Estimate

Date Submitted: _____
(day/month/year)

Certification: _____ Date: _____
Design Service Provider (day/month/year)

Certification: _____ Date: _____
*Construction Management Service Provider** (day/month/year)

Acceptance: _____ Date: _____
Chairperson, Project Development Board (day/month/year)

Acceptance: _____ Date: _____
AOC General Manager of Facilities (day/month/year)

Phase C Final Cost Estimate

Date Submitted: _____
(day/month/year)

Certification: _____ Date: _____
Design Service Provider (day/month/year)

Certification: _____ Date: _____
*Construction Management Service Provider** (day/month/year)

Acceptance: _____ Date: _____
Chairperson, Project Development Board (day/month/year)

Acceptance: _____ Date: _____
AOC General Manager of Facilities (day/month/year)

Phase D Contract Amounts

Date Submitted: _____
(day/month/year)

Certification: _____ Date: _____
Design Service Provider (day/month/year)

Certification: _____ Date: _____
General Contractor or Construction Manager (day/month/year)

Acceptance: _____ Date: _____
Chairperson, Project Development Board (day/month/year)

Acceptance: _____ Date: _____
AOC General Manager of Facilities (day/month/year)

Final Project Costs

Date Submitted: _____
(day/month/year)

Certification: _____ Date: _____
Design Service Provider (day/month/year)

Certification: _____ Date: _____
General Contractor or Construction Manager (day/month/year)

Acceptance: _____ Date: _____
Chairperson, Project Development Board (day/month/year)

Acceptance: _____ Date: _____
AOC General Manager of Facilities (day/month/year)

Project Milestones

Project Development Board Formulation Date: _____
(day/month/year)

Design Service Provider Selection Date: _____
(day/month/year)

CFSC Phase A Preliminary Approval Date: _____
(day/month/year)

Const. Manager or General Contractor Selection Date: _____
(day/month/year)

Project Completion Date: _____
(day/month/year)

* If project has a Construction Management Service Provider

APPENDIX D – AIA Standard Agreements

AIA Standard Agreements are used for Kentucky Court of Justice construction projects in accordance with and amended by Rule of Administrative Procedure Part X.

This Appendix is only available from a local or state chapter of the American Institute of Architects (AIA), the AIA internet Web Site, some businesses which provide architectural supplies and printing, or (if posted) the Court of Justice, Administrative Office of the Courts internet Web Site. This Appendix is 1,075 pages in length.

APPENDIX E – Court of Justice Amendments to AIA Standard Documents; Addendum to AIA Standard Documents; and, Supplements to AIA Standard Documents

SECTION I - Amendments to AIA Standard Documents (Contracts), Page E-1.

SECTION II - Court of Justice General Provisions Addendum to Contracts for all AIA Standard Agreements, Page E-13.

SECTION III – Supplements, Page E-19.

SECTION I – Amendments to AIA Standard Documents (Contracts)

AIA Document B151-1997 Abbreviated Form of Agreement Between Owner and Architect:

Insert into Article 11 BASIS OF COMPENSATION, Section 11.2.2:

- Schematic Design, Phase A: 15%
- Design Development, Phase B: 20%
- Construction Documents, Phase C: 45%
- Construction, Phase D: 20%
- Total Basic Compensation: 100%

Insert into space provided in Article 12. OTHER CONDITIONS AND SERVICES:

The Rules of Administrative Procedure of the Court of Justice (AP) have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.

The A-E shall execute duties and responsibilities as detailed in this agreement and in accordance with AP Part X., Real Property Management, Section I, titled “Construction Program Development”, within the program budget and scope as defined in the approved Program Documents titled _____, dated _____. This program document shall be made a part of this agreement as referenced and or attached hereto.”

Note to A-E Service Providers: The following amendments were included to assist in the comparison of AIA Document B151 to the requirements of the AP Part X., Section I.

Definitions:

“AP Part X., Section I” refers to the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management, Section I, Construction Program Development.

ARTICLE 1

1.1 Add: “. . . and as may be modified by AP Part X., Section I. Chapters 13 and 14.”

1.4 Add: Phase schedules are to be established in accordance with AP Part X., Section I. Chapter 14, Paragraph 7.A.

ARTICLE 2

2.2 Add: /Phase A Services

2.2.1 Replace . . . “arrive at a mutual understanding of” with “acknowledge the”.

2.2.2 Add: . . . in accordance with Chapter 14, Paragraph 7.A. of the AP Part X, Section I.

2.2.4 Replace . . . “mutually agreed upon” with “Court of Justice”. Add to last sentence: , and other requirements detailed in AP Part X., Section I. Chapter 14, Paragraph 7.

2.3 Add: /Phase B Services

2.3.3 Add: Such notification shall be given to the Project Development Board and the Architect shall act at the direction of the Project Development Board to reconcile construction costs to the authorized budget in accordance with AP Part X., Section I. Chapter 14, Paragraph 7.

2.4 Add: /Phase C Services

2.4.1 Change first sentence to read . . . Based on the approved Design Development Documents and any adjustments of the Project . . .

- 2.4.3 **Add:** . . . , and act at the direction of the Project Development Board to reconcile construction cost estimate to the authorized budget.
- 2.5 **Add:** /Part of Phase D Services. Delete: “preliminary”
- 2.6 **Add:** /Phase D Services
- 2.6.2 **Add:** All articles contained in A201, General Conditions, which conflict with AP Part X., Section I. shall be governed by AP Part X., Section I.

ARTICLE 3

- 3.3.7 **Delete**
- 3.3.9 **Delete**
- 3.4.3 **Delete**
- 3.4.5 **Delete**
- 3.4.6 **Add:** . . . when not part of the original program or scope of work.
- 3.4.8 **Delete**
- 3.4.9 **Delete**
- 3.4.10 **Delete**
- 3.4.12 **Add:** “. . . beyond those as may be required for engineered building systems evaluation for design selections.”
- 3.4.13 **Add:** “. . . when and if services required or requested by the Project Development Board exceeds requirements defined in Court Facilities Criteria (AP, Part X., Section II).”
- 3.4.14 **Add:** “. . . beyond that service identified as part of Basic Service by AP Part X., Section I.”
- 3.4.14 **Delete**
- 3.4.16 **Delete**
- 3.4.17 **Delete**
- 3.4.18 **Delete**
- 3.4.19 **Add:** “. . . , beyond those services required or described by AP Part X., Section I. as part of Basic Services.”

ARTICLE 4

- 4.2 **Replace with:** “The Owner shall establish an overall budget for the Project, including the Construction Cost and reasonable contingencies related to these costs.”
- 4.3 **Add:** Reference AP Part X., Section I. Chapter 14, and note Subcommittee duties and responsibilities.
- 4.4 **Add:** Coordinated by A-E Service Provider and paid for by Owner as per AP Part X., Section I. Chapters 13 and 14.
- 4.5 **Add:** Coordinated by A-E Service Provider and paid for by Owner as per AP Part X., Section I. Chapters 13 and 14.

ARTICLE 5

- 5.2.2 **Replace with:** A fixed limit of Construction Cost is established as a condition of this Agreement by the Court of Justice establishment of a project budget, such fixed limit has been agreed upon in writing and signed by the parties hereto. By the execution of this contract, with the fixed limits established, the Architect shall be permitted to include Court of Justice established contingencies for design bidding, and price escalation, to determine, in accordance with AP Part X., Section I., what materials, equipment, component systems, and types of construction are to be included in the Contract Documents, to make reasonable and approved adjustments in the scope of the Project in accordance with AP Part X., Section I. and to include, as required, Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits shall be increased in the amount authorized by the Project Development Board as an increase in the Construction Budget or a Change Order.
- 5.2.3 **Delete**

ARTICLE 6

- 6.1 Delete entire paragraph and replace entire paragraph with (Paragraph 14-9G):**
Plans and specifications are the sole property of the Owner, whether or not the work for which they are made be executed. Use of the plans and specifications shall be in accordance with KRS Chapter 323 and KRS Chapter 322, and for any use not in connection with this Contract, shall be only with the written authorization of the A-E.
- 6.2 Delete entire paragraph and replace entire paragraph with (Paragraph 14-9B(1)):**
All documents and records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the A-E or the A-E's consultants, shall be made available to the Project Development Board or the AOC General Manager of Facilities or his or her representative for inspection and copying upon written request. Additionally, said records shall be made available, upon request by the Project Development Board, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Submission or distribution of documents pursuant to this provision, to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of the A-E's reserved rights.
- 6.3 Delete entire paragraph and replace entire paragraph with:** All documents and records relating in any manner whatsoever to the Project, or any designated portion thereof, shall not contain any text or markings that would limit the owner's ability, in any manner whatsoever, to make or have made reproductions of said documents and reproductions. Specifically, any text or marking that denotes a "Copyright" is not allowed.
- 6.4 Delete**

ARTICLE 7

See: AP Part X. Section I. Paragraph 14-9E

ARTICLE 8

See: AP Part X. Section I. Paragraph 14-9F

ARTICLE 9

- 9.2 Add:** . . . , and as required by AP Part X., Section I. where any conflict exists between AIA Document A201 and a Court of Justice Rule of Administrative Procedure, the Court of Justice Rule of Administrative Procedure shall govern.
- 9.6 Change first sentence:** "The AP Part Part X, Section I, Real Property Management and this Agreement"
- 9.9 Delete from last sentence:** ". . . if the Owner has previously advised the Architect in writing of the specific information by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project."
- 9.10 Delete**

ARTICLE 10

- 10.2.1.1 Delete**
10.2.1.4 Delete
10.2.1.5 Omit: "renderings"

10.2.1.6 Change to read: “. . .expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of the minimum limits required by AP Part X., Section I. Paragraph 14-9H to be carried by the Architect and the Architect’s consultants.”

10.2.1.7 Delete

10.2.1.8 Delete

10.3 Add: “See AP Part X., Section I. Chapter 13.”

10.3.1 Delete

10.3.2 Change to read: “Payments for Services shall be made in accordance with AP Part X., Section I. Chapter 13.”

10.3.3 Add: “. . . , when authorized in writing by the Project Development Board.”

ARTICLE 11 See Rule of Administrative Procedure Part X., Section I. Chapter 13.

11.1 Delete

11.2.2 Add the following percentages:

Schematic Design, Phase A: 15%

Design Development, Phase B: 20%

Construction Documents, Phase C: 40%

Bidding or Negotiation and Construction, Phase D: 25%

Total Basic Compensation: 100%

11.3.1 Add: “. . . as defined in AP Part X., Section I. Chapter 13. Identify any negotiated Terms and/or Services which are applicable and permitted by the Project Development Board in accordance with AP Part X., Section I.”

11.3.2 Add: “Hourly rates shall be negotiated and agreed upon by the Project Development Board in accordance with AP Part X., Section I. Identify any and all negotiated Hourly Rates:”

11.3.3 Add: “1.15”

11.4 Add: “1.15”

11.5 Delete entire paragraph and replace entire paragraph with: “Additional Provisions shall be in accordance with AP Part X., Section I. Chapter 13.”

ARTICLE 12

Add: “The Rules of Administrative Procedure of the Court of Justice (AP) have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.

The A-E shall execute duties and responsibilities as detailed in this agreement and in accordance with AP Part X., Section I, within the program budget and scope as defined in the approved Program Documents titled _____, dated _____. This program document shall be made a part of this agreement as referenced and or attached hereto.”

AIA Document A101-1997 Abbreviated Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM:

Note to Contractor Service Providers: The following amendments were included to assist in the comparison of AIA Document B101-1997 to the requirements of the AP Part X., Section I.

Definitions:

"AP Part X., Section I" refers to the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management, Section I, Construction Program Development.

GENERAL INFORMATION:

ARTICLE 2

Add: "See AP Part X., Section I. Chapter 17."

Add: "The work related to this contract includes all materials, labor, equipment, etc. necessary to complete all work described in <BID PACKAGE #_>."

ARTICLE 3

Add: "See AP Part X., Section I. Chapter 17."

3.3 Add: "Upon completion of coordination prior to start of construction, the Contractor agrees that all work related to this contract shall be completed in accordance with or prior to established project time line. The contractor assumes responsibility for any and all costs related to failure to complete work in accordance with or prior to timeline as approved by the PDB."

ARTICLE 5

Add: "See AP Part X., Section I. Chapter 17."

5.1.6.1 Add: Retainage for Court of Justice construction projects is ten percent (10%) of the contract amount in accordance with AP Part X, Section I.

ARTICLE 6

Add: "See AP Part X., Section I. Chapter 17."

6.1 Delete entire paragraph and replace entire paragraph with: "Contract may be terminated in accordance with AP Part X., Section I."

6.1.1 Delete entire paragraph and replace entire paragraph with: "The work may be suspended in accordance with AP Part X., Section I."

ARTICLE 7

7.1 Delete entire paragraph

7.2 Delete entire paragraph

7.6 Add: "The Rules of Administrative Procedure of the Court of Justice (AP) have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein."

ARTICLE 8.

8.1.7 Add: "The Rules of Administrative Procedure of the Court of Justice have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein."

AIA Document A121/CMc, Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also constructor:

Note to CM Service Providers: The following amendments were included to assist in the comparison of AIA Document A121/CMc to the requirements of the AP Part X., Section I.

Definitions:

"AP Part X., Section I" refers to the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management, Section I, Construction Program Development.

ARTICLE 1 (Reference: AP Part X., Section I. Chapters 15, 16, and 17.)

- 1.1 **Add:** . . . ,and as may be modified by AP Part X., Section I. Chapters 15,16, and 17 and Appendix E.
- 1.2 **Add:** . . . ,and as may be modified by AP Part X., Section I.

ARTICLE 2 (Reference: AP Part X., Section I. Chapters 15, 16 and 17 and Appendix E.

- 2.1.1 **Add:** ... and shall assist the A-E in the preparation of Phase A, Phase B, Phase C, and Phase D services defined in AP Part X, Section I. Chapters 16 and 17 and Appendix E. The CM shall further acknowledge the program document, which is inclusive of the construction budget, is adequate to proceed and shall establish the limits under which they shall construct the project.
- 2.1.6 **Add:** "When the GMP is established by public bid the owner shall retain the right to reject any bid or bidder / contractor or subcontractor and may select the bid or bidder that represents the best bid and the best interest of the Courts. When GMP is established by public bid omit all reference to the word "proposal".
- 2.1.7 **Add:** "When the GMP is established by public bid the CM shall regulate all lead time and delivery schedules of related items to the project. When the GMP is established by public bid omit all reference to the word "proposal".
- 2.1.8 **Omit:** Sentence three.
Add: "The CM shall be responsible for all portions of the work, plan, specifications, and or procedures for which they are responsible to comply with applicable law, ordinances, codes and any other rule and or regulatory requirements of the project."
- 2.2 **to 2.2.10 Omit** all references to the word, " proposal " when the GMP is, or is to be, established by public bid.
- 2.2.1 **Add:** "During Phases A, B, and C Design Services, the Construction Manager shall work to assure the GMP costs will comply with the authorized budget when bids are recieved. The GMP may also be established up on receipt and review of public bids; the GMP shall then be established by the bid tabulation total for all costs of the work and the CM Fee
- 2.2.2. **Add:** ". . . when the GMP is established by public bid the CM shall have determined the total project scope and all costs of the work"
- 2.2.3. **Add:** ". . . when GMP is established by public bid no specific CM contingency shall be part of the GMP. Any project contingency available with in the project budget shall be controlled by the Owner / Project Development Board, and shall only be added to the GMP by Change Order in accordance with AP Part X."
- 2.2.4. **Add:** "When the GMP is established by public bid, the CM shall provide the required written statement / summation of the GMP, omitting items 2.2.4.2/2.2.4.3/2.2.4.4. "
- 2.2.5. **Add:** ". . . in accordance with AP Part X Section I the CM / Owner shall option the GMP and shall agree in writing to the final GMP established by the bid process prior to proceeding with the Phase D CM Services. In the event the bid does not establish an acceptable GMP, within the authorized budget, the CM shall continue to work with the Architects / Owners to reduce the GMP

to meet the budget or the Owner and CM may terminate services . . . based on the Owners determination of “Best Value”, “Best Interest of the Courts/ Owner”.

- 2.2.6 **Add:** “When the GMP is established by public bid, omit all reference to the word “proposal”. Phase D CM Services shall be extended to this agreement by written notice to proceed when signed and agreed by CM and Owner in accordance with AP Part X , and Amendment No. 1”.
- 2.2.9. **Delete:** When the GMP is established by public bid, omit all reference to the word “assumptions”.
- 2.3.1. **Add:** “When the GMP is established by public bid the Owner and CM shall cooperate to solicit bids through public notice procedures compliant with state and local law and AP Part X. When the GMP is established by public bid, the Owner shall retain the right to reject any bid or bidder / contractor or subcontractor, and may select the bid(s) or bidder(s) that represents the “Best Value”, “Best Interest of the Courts / Owner”.
- 2.3.2.1. **Add:** “When GMP is established by public bid, the CM is not prohibited from bidding on portions of the work for which they customarily and or are qualified to perform. The CM shall be required to bid through the competitive process. The competitive bid process shall include all work required of the project when the GMP is to be established by public bid.
- 2.3.2.2.5 **Add:** “When GMP is established by public bid.”
Omit all reference to the word “proposal”.
- 2.5 **Delete:** last two sentences of the paragraph.

ARTICLE 3 (Reference: AP Part X., Section I. Chapters 15 16 and 17 and Appendix E.)

- 3.1.3 **Delete:** Entire paragraph.
Replace with: “The Owner shall have established the budget for the Project. The CM, Architects, and other consultants shall have entered into this and other respective agreements with full knowledge of the established budget inclusive of all project costs and contingencies. The CM and Architects shall provide their services within the limits of the Owner established budget. The budget shall only be modified, in accordance with AP Part X.”
- 3.1.4.4 **Add:** “Such tests, inspections, and or reports shall be agreed in writing, as costs to the Owner, prior to such service being provided to the Project. These listed tests, inspections, reports, and or services as may be required by law and are related to the projects construction procedures and or the means and methods, shall be included in the GMP and shall *not* be the responsibility of the owner.
- 3.2 **Add:** “The duties and responsibilities of the Owner and or the Owner’s representative (the Project Development Board) shall be in accordance with AP Part X, where the conditions of this paragraph may conflict.”
- 3.3 **Delete:** Reference to AIA Document B141
Replace with: “AIA Document B151 and or B141.”
Add: “The duties and responsibilities of the Owner and the Owner’s Architect shall be in accordance with AP Part X, where the conditions of this paragraph may conflict. The responsibility, duty, and relationship of the CM and the Architect, one to the other, shall be in accordance with AP Part X regardless of the specific contracts used to employ their services.”

ARTICLE 4 (Reference: AP Part X., Section I.)

- 4.1.1 **Add:** “(Reference: AP Part X., Section I. Chapters 15) CM fee compensation is limited to the specific Fee Schedule 15 –1, and Section 15.3, *Payments to Construction Management Provider*, of Chapter 15. Compensation for Phases A, B, and C of the project is limited and restricted to services rendered, in accordance with AP Part X, Chapter 15, Paragraph 15.3.”
- 4.1.2 **Delete:** Omit entire paragraph.
Add: (Reference: AP Part X., Section I. Chapters 15) CM fee compensation is limited to the specific Fee Schedule 15 –1, and in accordance with AP Part X, Chapter 15, Paragraph 15.3.”
- 4.1.3 **Delete:** Entire paragraph.
- 4.2. **Add:** “Payments for Phases A, B, and C of the project is limited and restricted to services rendered, in accordance with AP Part X, Chapter 15, Paragraph 15.3.”

ARTICLE 5 (Reference: AP Part X., Section I).

- 5.1 Add:** “(Reference: AP Part X., Section I. Chapters 15); CM fee compensation is limited to the specific Fee Schedule 15 –1, and Section 15.3, *Payments to Construction Management Provider*, of Chapter 15. Compensation for Phase D of the project is specified therein.”
- 5.1.1 Add:** “(Reference: AP Part X., Section I. Chapters 15) CM fee compensation is limited to the specific fee schedule 15 –1, and section 15.3 *Payments to Construction Management Provider*, of Chapter 15.”
- 5.2 Add:** “The GMP shall not exceed the Authorized Project Budget, with the Exceptions as may be approved in accordance with AP Part X, by the Owner, PDB, AOC General Manager of Court Facilities, the AOC Budget Director, and other regulatory agency(ies). *The construction cost shall not exceed the amount approved by the Commonwealth of Kentucky General Assembly as detailed in the Program Document, unless specifically approved by the Owner, PDB, AOC General Manager of Court Facilities, the Court Facilities Standards Committee, and/or the Capital Construction and Bond Oversight Committee as necessary by Court of Justice AP Part X, and/or Law.*”
- 5.3 Add:** “(Reference: AP Part X., Section I. Chapters 15 , 16, 17) AP Part X shall govern all Changes in the Work, where the conditions of this section may conflict.”

ARTICLE 6 (Reference: AP Part X., Section I).

- 6.1 Add:** “Article 6, Sections 6.1 through 6.4.1 are expressive of the details and defines the GMP. The CM may be paid for the costs of all project contracts, sub-contracts, and CM services as costs to be reimbursed, where the costs to be reimbursed are defined as, the progress payments for the GMP. Reimbursable expenses regardless of specific definitions applied here, in Article 6, shall not be contrary to AP Part X, Section I. Furthermore, AP Part X shall govern, where the conditions of this section may conflict. There are no “reimbursable” expenses to the CM Fee. The Fee is all inclusive of CM Services to the construction of the Project.”

ARTICLE 7 (Reference: AP Part X., Section I.)

- 7.1 Add:** “(Reference: AP Part X., Section I. Chapters 15, 16, 17) AP Part X shall govern all Changes in the Work where the conditions of this section may conflict.”
- 7.2 Add in Bold Type:** “**Final payment(s) to CM shall not be made until the Project Development Board and the AOC General Manager of Court Facilities have received the “record drawings” and a “Certificate of Substantial Completion” (AIA Document G704) has been executed.**”

ARTICLE 8 (Reference: AP Part X., Section I).

ARTICLE 9 (Reference: AP Part X., Section I).

- 9.1 Add:** “Section 9.1 through 9.1.6 shall be governed by AP Part X where the conditions of this section may conflict.”
- 9.2 Add:** “Sections 9.2.1 through 9.3.5 shall be governed by AP Part X where the conditions of this section may conflict.”
- 9.3.2 Delete:** Last sentence of this paragraph.
Add: “The Contract shall be governed by AP Part X, Section I.”
- 9.3.4 Delete:** Entire paragraph.
Add: “The contract shall be governed by AP Part X, and all dispute resolutions for Court of Justice Projects shall be resolved the Franklin Circuit Court, Frankfort, Franklin County, Kentucky, as directed by AP Part X, Section I. This requirement shall apply to all contracts, subcontracts, and or purchase orders of this project, and the CM shall be responsible for all contracts

containing this referenced requirement. Failure to apply this requirement to all contracts of the GMP shall cause the CM to hold the Owner harmless of judgments outside this Jurisdiction.

ARTICLE 10 (Reference: AP Part X., Section I.)

- 10.1 Add:** “Sections 10.1.1 through 10.3 shall be governed by AP Part X, where the conditions of this section may conflict. AIA Document 201 shall also be governed by AP Part X, Section I, where conflicts between the documents may exist.”
- 10.2. Add:** “Contract terminations shall comply with AP Part X, Section I and Appendix E, Section II.”

ARTICLE 11 (Reference: AP Part X., Section I. and Appendixes)

- 11.1 Add:** “The Rules of Administrative Procedure of the Court of Justice have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.”
- 11.2 Add:** “The CM shall execute duties and responsibilities as detailed in this agreement and in accordance with the AP Part X., Section I., Construction Program Development, within the program budget and scope as defined in the approved Program Documents titled _____, dated _____. This program document shall be made a part of this agreement as referenced and or attached hereto.”
- 11.3 Add:** “Specific and written costs or contract amounts that are contrary to AP Part X shall not be binding on the Owner or the CM. Any calculation errors shall be corrected and reported to the Project Development Board.”
- 11.4 Add:** “The CM’s signature on this Agreement represents agreed compliance with AP Part X.”
- 11.5 Add:** “The CM shall utilize a Critical Path Construction Schedule for the project to govern all construction scheduling, contractor performance, and schedule compliance.”

AIA Document C142 Abbreviated Architect-Consultant Agreement:

Insert into space provided in **Article 9. OTHER CONDITIONS AND SERVICES:**

“The Rules of Administrative Procedure of the Court of Justice (AP) have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.”

“The A-E and Consultant shall execute duties and responsibilities as detailed in this agreement and in accordance with AP Part X., “Real Property Management, Section I, “Construction Program Development”, within the program budget and scope as defined in the approved Program Documents titled _____, dated _____. This program document shall be made a part of this agreement as referenced and or attached hereto.”

AIA Document G601, Land Survey Agreement-June 1979 Edition:

Insert into space provided in **Article 6. ADDITIONAL REQUIREMENTS:**

“The Rules of Administrative Procedure of the Court of Justice (AP) have the force and effect of law in the Commonwealth of Kentucky. The policies and provisions detailed in AP Part X shall take precedence over any language or conditions stated herein.”

The Consultant shall execute duties and responsibilities as detailed in this agreement and in accordance with the AP Part X., Real Property Management, Section I, Construction Program Development, within the program budget and scope as defined in the approved Program Documents titled _____, dated _____. This program document shall be made a part of this agreement as referenced and or attached hereto.”

APPENDIX E – SECTION II. Court of Justice General Provisions Addendum to Contracts for all AIA Standard Agreements

This Addendum relating to General Provisions shall be incorporated into all AIA Standard Agreements (Contracts) pertaining to Court of Justice projects as if fully set out therein. These provisions shall establish additional requirements and responsibilities of all Project service providers. This Addendum supercedes any provision to the contrary contained in any such Agreement.

- A. Owner's Representative:** For the purpose of the Contract, the PDB, is hereby designated as the representative of the Owner with full authority to act in all matters pertaining to this Contract for and in the name of the Owner, and may delegate such authority to such other representatives of the AOC the PDB deems in the best interest of the Owner and COJ, for the proper administration of the Project.
- B. Prior Agreements:** The Contract Documents shall supersede any and all prior negotiations or agreements, both oral and written, between the Owner and the Design or Construction Service Provider.
- C. Conflict of Interest and Non-Collusion Policies and Principals:** By his or her signature on the Contract (Agreement), the Design or Construction Service Provider certifies that it is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract shall not be in violation of AP Part III, Court of Justice Personnel Policies. Additionally, the Design or Construction Service Provider shall sign and submit to the PDB a COJ Non-Collusion Affidavit as identified in AP Part X, Section I, Appendix C, prior to approval of any and all contracts.
- D. Solicitation and Hiring of State Employees:** The Design or Construction Service Provider shall comply with the policies of the COJ and the Commonwealth and shall not solicit or employ state employees in conjunction with work under the Contract without the approval of the head of any department from which employees are sought to be obtained, nor without the approval of the PDB.
- E. Indemnity:** The A-E, CM, Construction Service Provider, subcontractors, and material providers (Design or Construction Service Provider) shall indemnify and hold harmless the PDB, the Owner and the COJ from and against all liability, claims, loss, costs, and expense, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions. In the event the Owner is alleged to be liable due to negligent acts or omissions of the Design or Construction Service Provider, the Design or Construction Service Provider shall defend such allegations and the Design or Construction Service Provider shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
- F. No Third Party Beneficiaries:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
- G. Successors and Assigns:** The Owner, the PDB, the AOC, the Design or Construction Service Provider shall not assign its rights hereunder, excepting the right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party. Subject to the provision of the immediately preceding sentence, each party binds itself, its successors, assigns, and legal representatives to the other and to the successors, assigns, and legal representatives of such other party. The Owner, Design or Construction Service Provider, each bind itself, its partners, successors, legal representatives and assigns to the other party, to AP Part X, and to the partners, successors, legal representatives, and assign of such party with respect to all covenants of the Contract. Upon written notification to the PDB, the Design or Construction Service Provider may assign a portion of his or her financial interest to a recognized financial institution for underwriting operations covered by the Contract.

H. Minimum Insurance Requirements: The Design or Construction Service Provider shall maintain the following, or equivalent, insurance policies at no less than the limits shown below and cause trade contractors or subcontractors to maintain similar insurance with limits acceptable to the COJ:

<i>Coverage</i>	<i>Limits</i>
Professional Liability (A-E & Survey, Analysis, & Testing Service Providers)	\$1 million per occurrence, \$2 million aggregate
CM, GC and Trade Contractors' Liability	100% Payment & Performance Bonding
General Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability (All)	\$ 500,000.00
Builder's Risk Insurance*	100% of value of all work

* CM may procure on behalf of the Owner, if the Owner does not directly procure. All Builder's Risk Insurance costs shall be 100% reimbursed and are not part of CM fees.

Under Certain Circumstances, as determined by the AOC General Manager of Court Facilities, the PDB may require, due to consideration of Project size and risk versus reward analysis, the A-E Service Provider to provide insurance coverage over the above the described standards. Such additional insurance coverage shall be negotiated and agreed upon as fair for all parties. Also, additional insurance coverage may be required by the Owner as an additional service and/or Project specific coverage policies when deemed appropriate and necessary during the A-E Contract final negotiations.

I. Performance Bond Requirements: The CM, GC, and Construction Service Providers shall obtain and maintain a Performance Bond policy.

J. Compliance with Authorized Program, Budget and Standards: All Project Service Providers shall comply with approved and current Program Documents, Program Budget, and Design and Construction standards in accordance with AP Part X, Section III.

K. Materials and Equipment: The A-E shall only prepare specifications, in accordance with AP Part X, Section III. Court Facilities Design and Construction, that clearly establish the type and quality of materials/equipment, or application of each item in the Project, without writing a closed specification, and shall prepare them in a manner which encourages competitive bidding.

L. Schedule and Expedition of Work: The Construction Service Providers shall commence work on the services involved within a period of time specified by the Project's progress schedule, as prepared by the A-E, CM or GC, and the PDB. Should the CM, GC or Construction Service Provider fail or refuse to commence said services within said period of time, the A-E or the PDB shall have the right to terminate the CM, GC or Construction Service Provider contract for cause, subject to Paragraph P of this Section. Nothing in this Section, and nothing set forth in the Contract, shall be construed to relieve the CM, GC or Construction Service Provider of liability for damages sustained by the Owner due to any breach of any contract relating to the Project.

M. Intent and Interpretation:

1. Anything that may be required, implied, or inferred by the Contract Documents which make up the construction contract shall be provided by the Contractor for the Contract Sum;

2. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any other person except the Contractor;

3. A word, term, or phrase used in the Contract Documents shall be interpreted as defined by AP Part X; or, if not defined in AP Part X, according to its generally accepted meaning in the

construction industry; or, if there is no generally accepted meaning in the construction industry, according to its common and customary usage as determined by the AOC.

4. The word “include”, “includes”, or “including” shall be deemed to be followed by the phrase, “without limitation.”

5. The specification of any act, failure, refusal, omission, event, occurrence, or condition which constitutes a material breach of the resulting contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the resulting contract.

6. In the event of any conflict, discrepancy, or inconsistency, the following shall control:

- a. As between figures given on plans and scaled measurements, the figures shall govern;
- b. As between large scale plans and small scale plans, the large scale plans shall govern;
- c. As between plans and specifications, the requirements of the specifications shall govern.

N. Project Documents and Records:

1. All documents and records (including photographs and renderings) relating to the Project in the possession of the Design or Construction Service Provider, shall be made available to the PDB and/or the AOC General Manager of Court Facilities or his or her designee for inspection and copying upon written request. Additionally, said records shall be made available in the requested format(s) or media, upon request by the PDB, to any state, federal, or other regulatory authorities and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Submission or distribution of documents pursuant to this provision, to meet official regulatory requirements or for similar purposes in connection with the Project, shall not be construed as publication in derogation of the Design or Construction Service Provider's reserved rights.

2. Said records expressly include those documents reflecting the records of expenses and reimbursable items incurred by the Design or Construction Service Provider in its performance. The A-E and CM or GC shall maintain Project records and documents for no less than seven (7) years after final completion of the Project, or for any longer period of time as may be required by applicable law.

3. Ownership of Documents: All documents relating to a Project including but not limited to plans, specifications, reports, photographs, renderings, are the sole property of the Owner, whether or not the work for which they are made be executed. Use of the plans and specifications shall be in accordance with KRS Chapter 323 and KRS Chapter 322, and for any use not in connection with this Contract, shall be only with the written authorization of the A-E.

O. Project Closeout:

1. Punchlists: The A-E, in conjunction with a CM (if applicable) shall prepare a comprehensive punchlist of work that is not in compliance with the contract documents or is otherwise unacceptable. All punchlists shall be immediately forwarded to the Project Coordinator. The Project Coordinator may add, delete, or modify items to a punch list(s). Issues detailed in punchlist(s) shall be resolved to the satisfaction of the AOC prior to final payment.

2. COJ Acceptance: The AOC General Manager of Facilities, after receipt of record drawings and operations and maintenance manuals and upon recommendation from the A-E, shall evaluate the facility and determine if the facility is complete in accordance with AP Part X. and the Contract Documents. If the manager determines the facility is complete, project closeout may proceed.

3. Finance: Within 90 calendar days after COJ acceptance and occupation of the facility, the A-E, CM, and Contractors shall submit to the PDB, the AOC General Manager of Court Facilities, and the AOC Budget Director, a Memorandum of Record stating that either "all charges for work have been submitted and paid with regard to the (Project name) Project" or shall detail any and all invoices or statements of charges which are outstanding or have not been paid.

4. Final Payment for Services: Final payment to the A-E and CM or GC shall not be made until the PDB and the AOC General Manager of Court Facilities have received the record drawings which are complete and fully depict the As-Built condition of the Project, Operation and Maintenance Manuals, and the Certificate of Substantial Completion (AIA Document G704).

P. Termination:

1. General: If the PDB and/or the AOC General Manager of Court Facilities elect to use a Design or Construction Service Provider, the PDB, with approval or direction by the AOC General Manager of Court Facilities, may terminate the services of the Design or Construction Service Provider.

2. Contract Termination: Any Design or Construction Service Provider who is determined in writing by the Owner, the PDB, or the AOC General Manager of Court Facilities to be in breach of any of the terms and conditions of a contract regarding or affecting a Commonwealth of Kentucky COJ facility by such contractor, shall, in the discretion of the Owner, the PDB, or the AOC General Manager of Court Facilities be declared in default and such contract may be terminated as a result of such default.

3. Notification of Deficiencies: The Design or Construction Service Provider, seven (7) calendar days after receiving written notice from the PDB regarding a deficiency(ies), must correct the deficiency(ies) or provide to the PDB a suitable (as determined by the PDB) recourse action. Failure to correct or obtain a suitable recourse shall be grounds for termination.

4. Default in Performance: A default in performance by a Design or Construction Service Provider which may result in contract termination includes, but is not limited to the following:

- 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; and,
- d. Failure to diligently prosecute the work under a contract for construction management or construction services.

5. Payment Liability: The Owner and the COJ shall not be liable for payment to a Design or Construction Service Provider terminated for the Design or Construction Service Provider's default after the date of such default as determined by the AOC, except for commodities, supplies, equipment, or services delivered and accepted on or before the date of default, and for which payment had not been made as of that date. The Design or Construction Service Provider, and/or his surety, if a performance or payment bond has been required under the contract, shall be jointly and severally liable for the Project for all loss, cost, or damage sustained by the Project as a result of the contractor's default; provided, however, that a contractor's surety liability shall not exceed the final sum specified in the contractor's bond.

6. Supplies and Services: The Owner and/or the COJ is authorized to terminate all contracts for the procurement of supplies and services when the Owner, the PDB, or the AOC General Manager of Court Facilities has determined that such termination will be in the Owner's and/or COJ's best interests. When it has been determined that a contract should be terminated, the AOC General Manager of Court Facilities and the AOC Budget Director may establish a settlement amount; or,

negotiate a settlement with the contractor for lost profits. The Design or Construction Service Provider shall submit to the AOC a complete and detailed statement that identifies all costs incurred in performance of the contract from the date of award through the date of termination.

7. **Bond Default:** The conditions and requirements of the contract shall be met by the original bonding company regardless of whether the bonding company must utilize numerous Design or Construction Service Providers. Any subsequent Design or Construction Service Provider hired by the bonding company shall first be approved by the AOC. Any contract tendered by a bonding company shall be in accordance with AP Part X, and shall include all conditions and requirements of the current contract. Bonds for any Project shall be issued on AIA forms and as authorized by the AOC. The bonding company shall issue new bonds on any new Design or Construction Service Provider.

Q. Applicable Law: Any lawsuit, legal action or legal proceeding regarding the Contract shall be brought in Franklin Circuit Court, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division. The CM shall submit to the non-exclusive jurisdiction of these courts. The laws of the Commonwealth of Kentucky shall apply to any such legal proceedings. There shall be a one-year statute of limitations from the date of the Certificate of Final Completion of the Project issued by the Kentucky Environmental and Public Protection Cabinet, Department of Public Protection, Office of Housing, Buildings, and Construction (HBC) or, termination of the Contract, whichever occurs first.

APPENDIX E SECTION III - Supplements



Commonwealth of Kentucky Court of Justice
Change Order Supplement
for
AIA Standard Documents G701 & G701/CMa

Project Name: _____

Change Order Requestor: Board: A-E: CM:
 GC: AOC: Owner:
 Code Enforcement Official: Other: _____

Change Order Number: _____ **Date:** _____

Original Program Budget: \$ _____ **Current Program Budget:** \$ _____

Type of Change Order: Increase: Decrease: Other:

Contract unit prices used to support costs associated with this change order:
Alternate bid quote(s) used to support costs associated with this change order:
Negotiated price quote(s) used to support costs associated with this change order:

Requested Change Order Amount: \$ _____ **Requested Time Extension:** _____

Change Order Amount Breakouts: Materials: \$ _____ Overhead: \$ _____
 Design: \$ _____ Labor: \$ _____ Profit: \$ _____

Detailed Description (Include cost benefit and/or value added to project. Use attachment, if necessary):

Certification of Available Funds: Funds **are** available from existing project budget:
 Funds **are not** available from existing project budget:

Project Financial Officer's Signature: _____

Project Development Board Action: Approve: Disapprove:

Board Chairperson's Signature: _____

AOC General Manager of Facilities: Approve: Disapprove:

General Manager's Signature: _____

APPENDIX F – Design Review Checklist

KCJ Facilities Form CL01

DESIGN CHECKLIST

ARCHITECTURAL AND STRUCTURAL

	<u>Phase A</u>	<u>Phase B</u>
Review Specification For:		
Format	_____	_____
Selection of Economical Materials and Methods...	_____	_____
Proprietary Procurement (None Allowed)	_____	_____
Conformance with Program Documents	_____	_____
Conformance to AOC Criteria.....	_____	_____
Conformance to AOC Design Guidance.....	_____	_____
Conformance with Project Budget	_____	_____
Special Glass.....	_____	_____
Hardware Selection.....	_____	_____
Audio/Visual Equipment	_____	_____
Special/ Judicial Equipment.....	_____	_____
Elevators.....	_____	_____
Roof System	_____	_____
Review Building Plans For:		
Functional Arrangement of Buildings	_____	_____
Number/Type of Corners.....	_____	_____
Corridor and Circulation Space.....	_____	_____
Vertical Clearances (Structure Height).....	_____	_____
Type, Size, Depth of Footings/Foundation.....	_____	_____
Wall Structure Type.....	_____	_____
Structural System.....	_____	_____
Floor Slab Design/Thickness.....	_____	_____
Footings Under Non-bearing Walls.....	_____	_____
Roof Slope/System.....	_____	_____
Roof Drain System.....	_____	_____
Exterior Wall Finish.....	_____	_____
Roof Overhang.....	_____	_____
Fascia/Accent Treatment.....	_____	_____
Fenestration (Type, Area, Distribution, Span) ..	_____	_____
OSHA /ADA Requirements.....	_____	_____
Safety Requirements.....	_____	_____
Security Requirements entry/ sally port/etc.....	_____	_____
Functional Relationships	_____	_____
Circulation Segregation	_____	_____
Interior Finish Schedules.....	_____	_____
Door & Window Schedules (Type, Finish, Construction)	_____	_____
Acoustic Treatment.....	_____	_____
Selection/Arrangement of Audio/Visual Equipment..	_____	_____
Selection/Arrangement of IDS/ISS Equipment).....	_____	_____
Selection/Arrangement of Special Equipment.....	_____	_____
Selection/Arrangement of Judicial Casework.....	_____	_____
Courtroom Arrangement /Jury/ Bench/Witness/ Clerk.	_____	_____
Security Review Courtrooms/ Holding /Chambers, etc	_____	_____

DESIGN CHECKLIST

	<u>Phase A</u>	<u>Phase B</u>
Dry erase boards/Shelving/Counters/Benches/Etc.	_____	_____
Room Signs.....	_____	_____
Fire Extinguishers/Cabinets.....	_____	_____
Folding Partitions.....	_____	_____
Toilet Partitions.....	_____	_____
Partitions, General	_____	_____
Number Storage Rooms.....	_____	_____
Number/Location of Custodial Rooms.....	_____	_____
 Prepare Building Space Calculations:		
Compute Net Functional Areas.....	_____	_____
Compute Circulation Space.....	_____	_____
Compute Total Gross Area.....	_____	_____
Verify Significant Excess Items.....	_____	_____
Compute Flexibility.....	_____	_____
Cross-Check Underage/Overage.....	_____	_____
Check Available versus Allowable.....	_____	_____
Compute Net Excess.....	_____	_____
 Check Estimate for Excess Items.....	_____	_____
 Check for Compliance with Preliminary Comments.....	_____ <u>N.A.</u>	_____
 Check for Inclusion of Repair Work in Modification Projects.....	_____	_____
 Check for Inclusion of Appropriate Additives/Alternates.....	_____ <u>N.A.</u>	_____
 Check for Compliance with Guidance on Bidding Procedures.....	_____ <u>N.A.</u>	_____

GENERAL/CIVIL

	<u>Phase A</u>	<u>Phase B</u>
Review Site Plan For:		
Topography.....	_____	_____
Flooding (maximum elevation of known/100 year flood)..	_____	_____
Subsurface Conditions/Soil Bearing.....	_____	_____
Capability for Future Expansion.....	_____	_____
Public Utilities.....	_____	_____
Access.....	_____	_____
General Arrangement of Building, Parking		
Access.....	_____	_____
Storm Drainage.....	_____	_____
Safety Requirements.....	_____	_____
OSHA Requirements.....	_____	_____
Planting.....	_____	_____
Utility Connections (Length, Size, Material).....	_____	_____
Environmental Code/Regulation Compliance.....	_____	_____
Review Supporting Documentation:		
Site Survey Report.....	_____	_____
Soil Bearing Capacity Declaration.....	_____	_____
Declaration of Uniformity of Soil Conditions (if applicable).....	_____	_____
State Code Certification.....	_____	_____
Storm Water Permit.....	_____	_____
Storm Water Pollution Prevention Plan.....	_____	_____
Preliminary Assessment Screening.....	_____	_____
Environmental Checklist and Record of Environmental Consideration.....	_____	_____
Environmental Assessment.....	_____	_____
Finding of No Significant Impact	_____	_____
Check Site Preparation For:		
Definition of Bid Item.....	_____	_____
Estimate versus Authorized Cost.....	_____	_____
Check Fine Grading and Seeding For:		
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Check Planting For:		
Solar Shading, if justified.....	_____	_____
Estimated Versus Authorized Cost.....	_____	_____

DESIGN CHECKLIST

	<u>Phase A</u>	<u>Phase B</u>
Prepare Exterior Area Calculations:		
Compute Area/Length of:		
Fine Grading and Seeding.....	_____	_____
Official Vehicle Parking.....	_____	_____
Secure Staff Parking.....	_____	_____
Public Parking.....	_____	_____
Ramps/Aprons.....	_____	_____
Access Road.....	_____	_____
Sidewalk.....	_____	_____
Security Fence.....	_____	_____
Utility Connections.....	_____	_____
Compute Overage/Underage.....	_____	_____
Check Official Vehicle Parking Areas For:		
Actual versus Authorized Scope.....	_____	_____
Screening from Public View	_____	_____
Cross-Section.....	_____	_____
Surfacing.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
Check Secure Staff Parking For:		
Actual versus Authorized Scope.....	_____	_____
Screening from Public View	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
Check Public Parking For:		
Actual versus Authorized Scope.....	_____	_____
Accessibility	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
Check Ramps/Aprons For:		
Actual versus Authorized Scope.....	_____	_____
Accessibility	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
Check Security Fencing/Barriers For:		
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
Check Access Road For:		
Actual versus Authorized Scope.....	_____	_____
Cross-Section.....	_____	_____
Width.....	_____	_____
Functional Arrangement.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____

	<u>.Phase A</u>	<u>Phase B</u>
Sidewalks:		
Actual versus Authorized Scope.....	_____	_____
Cross-Section.....	_____	_____
Width.....	_____	_____
Steps and Handrails.....	_____	_____
Ramps.....	_____	_____
Estimated versus Authorized Costs.....	_____	_____
Heating Fuel Storage/Dispensing Systems (if applicable):		
Rigid Pads.....	_____	_____
Access Roads.....	_____	_____
Utility Connections.....	_____	_____
Environmental Protection.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Tank Sizing.....	_____	_____
Letter to and from HBC approving system design.....	_____	_____
Unheated Storage Building (if applicable):		
Actual versus Authorized Scope.....	_____	_____
Interior Height.....	_____	_____
Type of Construction/Finish.....	_____	_____
Electric Service.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Flammable or Hazardous Material Storage Area:		
Actual versus Authorized Scope.....	_____	_____
Type of Construction/Finish.....	_____	_____
Heating/Ventilation.....	_____	_____
Interior Height.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Utility Connections:		
Actual versus Authorized Scope (Direct Run to Street).....	_____	_____
Size and Type of Piping.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Storm Drainage Structures (if applicable):		
In Site Preparation.....	_____	_____
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Review Specifications For:		
Selection of Materials and Methods.....	_____	_____
Proprietary Procurement.....	_____	_____
Review Estimate For:		
Excess Items	_____	_____
Total Estimate versus Total Authorizations.....	_____	_____
Compliance with Preliminary Comments.....	<u>N.A.</u>	_____

APPENDIX F

DESIGN CHECKLIST

MECHANICAL

	<u>Phase A</u>	<u>Phase B</u>
Review Specifications For Selection of Materials and Methods, Proprietary Procurement, Special Equipment, Equipment Sizing.....	_____	_____
Review Heating/Ventilation/Air Conditioning Systems For:		
Fuel Selection and Justification (if required).....	_____	=====
Type of System.....	_____	_____
Sizing (including Design Temperatures).....	_____	_____
Number and Type of Fixtures/Components.....	_____	_____
Inclusion of Unauthorized Functional Area.....	_____	_____
Economy of Layout.....	_____	_____
Multiplicity of Units/Systems.....	_____	_____
Type and Sophistication of Controls.....	_____	_____
Review of Plumbing and Drain Systems For:		
Economy of Layout.....	_____	_____
Selection of Materials.....	_____	_____
Size of Piping.....	_____	_____
Number/Type of Fixtures (where stipulated by Criteria).....	_____	_____
Inclusion of Sprinkler Protection.....	_____	_____
Check Estimate for Excess Items.....	_____	_____
Check for Compliance with Preliminary Comments.....	<u>N.A.</u>	_____

APPENDIX F

DESIGN CHECKLIST

ELECTRICAL

	<u>Phase A</u>	<u>Phase B</u>
Review Specifications For Selection of Materials Methods, Proprietary Procurement, Special Equipment, Sizing Equipment Sizing.....	_____	_____
Review Interior Electrical System Drawings For:		
Economy of Layout		
Selection of Materials.....	_____	_____
Power Wiring System.....	_____	_____
Number/Type of Outlets (including Special Purpose).....	_____	_____
Type of Lighting Fixtures.....	_____	_____
Lighting Intensity versus Functional Area.....	_____	_____
Exit Lighting.....	_____	_____
Night Lighting.....	_____	_____
Emergency Lighting Systems.....	_____	_____
Multiple Switching.....	_____	_____
Special Circuitry (including fire alarms).....	_____	_____
Number and Location of Telephone Outlets.....	_____	_____
Review Exterior Electric Drawings For:		
Economy of Layout of Security Lighting.....	_____	_____
Review IDS/ISS Design For:		
Compliance with Authorized/Scope.....	_____	_____
Compliance with AOC Guidance.....	_____	_____
Check Estimate For Excess Items.....	_____	_____
Check for Compliance with Preliminary Comments.....	<u>N.A.</u>	_____

APPENDIX F

DESIGN CHECKLIST

Local and AOC Staff Agencies Review

	<u>Phase A</u>	<u>Phase B</u>
Local Agency	_____	_____
Chief Justice of the Supreme Court	_____	_____
Senior Chief Judge of Proposed Facility	_____	_____
Circuit Court Clerk	_____	_____
AOC Director	_____	_____
Administrative Services & Operations.....	_____	_____
Budget and Program Review.....	_____	_____
Education.....	_____	_____
Court Services.....	_____	_____
Informations Systems.....	_____	_____
Youth, Families & Community Services.....	_____	_____
Foster Care Review.....	_____	_____
Office of the General Counsel.....	_____	_____
Personnel.....	_____	_____
Pretrial Services.....	_____	_____
Drug Court.....	_____	_____
Court Facilities Standards Committee.....	_____	_____
_____	_____	_____
_____	_____	_____

Commonwealth of Kentucky Court of Justice



Certification of Design Review

Agency: _____ Date: _____

I hereby certify that my agency has reviewed the plans for the proposed construction and either concur with the design or offer the following attachments detailing concerns for AOC General Manager of Facilities consideration.

Certifying Official's Signature: _____

Certifying Official's Name: _____

Certifying Official's Title: _____

Attachments:

APPENDIX G. Court of Justice A-E and Related Services and Construction Service Provider Questionnaires

Part I. Architect-Engineer (A-E) and Related Services Questionnaire

Part II. Construction Services Questionnaire

Commonwealth of Kentucky



Court of Justice Architect-Engineer and Related Services Questionnaire

Purpose:

The Commonwealth of Kentucky Court of Justice encourages firms which provide architectural, engineering, and related services to annually submit a statement of qualifications and performance data to the AOC General Manager of Facilities, 100 Millcreek Park, Frankfort, KY 40601.

Policy:

The policy of the Commonwealth of Kentucky Court of Justice in acquiring architectural, engineering and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. The Court of Justice Architect-Engineer and Related Services Questionnaire (A-E Questionnaire) is provided for that purpose. The Court of Justice shall evaluate these qualifications resumes, together with any other performance data on file or requested in relation to any proposed project. The A-E Questionnaire may be used as a basis for selecting firms for discussion, or for screening firms preliminary to inviting submission of additional information or inviting proposals on projects.

Definition of Architect-Engineer and Related Services:

Architect-Engineer and related services are those professional services with research, development, management, inspection, design and construction, rehabilitation, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, evaluations, surveys, consultations, programming, designs, plans, specifications, cost estimates, project management, inspections, shop drawing reviews, recommendations, preparation of operating and maintenance manuals, and other related services.

Instructions for Filing:

(Numbers below correspond to numbers contained in form)

Note: The entries on this form may be typed or printed.

1. Firm Name

(a) Enter accurate and complete name of submitting firm, its address and zip code.

(b) Enter the Primary and Alternate Contacts for the firm. These contacts should be “Principals” and possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

Enter the contacts business telephone number and Email address.

1a. Indicate whether submission is for the Parent Company or Branch or Subsidiary Office. A “Parent Company” is a firm, company, corporation, association or conglomerate, which is the major stockholder or highest tier owner of the firm completing the questionnaire. A “Branch or Subsidiary Office” is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state law.

1b. If submission is for “Branch or Subsidiary Office” indicate the name of the “Parent Company, its address and zip code.

1c. If applicable, indicate the names of former parent companies for a period no less than 20-years. Use an attachment if necessary.

2. Year Present Firm Established: Enter the year the present firm was established.

3. Number of years at Present Location: Enter the number of years the firm has occupied their present location.

4. Type of Ownership: Indicate the type of ownership and if the firm is a small, small disadvantaged, minority, or woman-owned.

5. Personnel by Discipline: Enter the “Total (sum of Personnel)” in all offices. Enter the total numbers of employees, by discipline, in submitting office. If the form is being submitted by the main or headquarters office, enter the total employees, by discipline, in all offices.

While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as “Administrative”. Write in any additional and the number of people in the blank spaces provided.

6. Summary of Professional Service Fees Received.

Insert the amount of fees received by submitting firm for the last three (3) calendar years for each category. The categories include local, state and federal government work, all other domestic work, and all other foreign work.

7. Profile of Firm’s Project Experience in the last three (3) years.

Enter data regarding the firm’s experience for up to 30 “Profile Codes” (SEE: Profile Code list on page A-4.), in numerical sequence. Select and enter the Profile Code which best indicates the type and scope of services on projects. For each code number, enter the total number of projects and total gross fees for those projects.

8. Project Examples, last three (3) years.

(a) Enter the project title, its address and zip code.

(b) Enter the firm’s role with the project. Firm’s role includes:

- P** Prime Professional Firm
- JV** Joint Venture
- C** Consultant
- IE** Individual Experience (New firms with less than five (5) years of experience. Provide individual’s name and location of experience on attachment)

(c) Enter the Owner’s name, the owner’s contact’s name, his or her telephone number, address and zip code.

(d) Enter the Profile Code of the project. (SEE: Profile Code list on following page.)

(e) Select and enter the appropriate following “Experience Code” pertaining to the firm’s last five (5) years experience performing work concerning the project’s “Profile Code”..

- 0 Individual Experience with other firm (SEE: 8(a) Attachment for IE entry.)
- 1 First Project
- 2 Under five (5) projects.
- 3 Over five (5) projects.

(f) Enter total number of change orders for the project.

(g) Enter the Original (Schematic Design or earlier) Cost Estimate for A-E Services. Enter General Contractor original total Bid for Construction Managers.

(h) Enter the final and total cost of the project.

(i) Enter the original project completion target date at the time of award of construction contract.

(j) Enter the actual total (not substantial) completion date of the project.

9. Current Major Projects. Enter information of up to ten (10) major projects the firm is now performing services for.

(a) Enter the Project Title.

(b) Enter the firm's role with the project. Firm's role includes:

- **P** Prime Professional Firm
- **JV** Joint Venture
- **C** Consultant

(c) Enter the Profile Code of the project. (SEE: Profile Code list on following page.)

(d) Enter the date which the firm's primary role shall be completed.

(e) Enter the cost, rounded to \$100,000, of the project. If this information is considered "confidential" by firm, enter the scope (SF, SY, etc.) of the project.

10. Certification that the forgoing is a statement of facts. The signature of a principal of the firm, preferably the chief executive officer, certifies that the information entered on the questionnaire is true.

Profile Codes (extracted from GAO SF254) for use in Item 7, 8, and 9.

- 001 Acoustics: Noise Abatement
- 002 Aerial Photogrammetry
- 003 Agriculture Development, Grain Storage, Farm Mechanization
- 004 Air Pollution Control
- 005 Airports: nav aids, airport lighting, aircraft fueling
- 006 Airports: terminals, hangars, freight handling
- 007 Arctic Facilities
- 008 Auditoriums and Theaters
- 009 Automation: controls, instrumentation
- 010 Barracks and Dormitories
- 011 Bridges
- 012 Cemeteries
- 013 Chemical Processing and Storage
- 014 Churches and Chapels
- 015 Codes, Standards, Ordinances
- 016 Cold Storage, Refrigeration, Fast Freeze
- 017 Commercial Low Rise Building, Shopping Centers
- 018 Communications Systems, TV, Microwave
- 019 Computer Facilities, Computer Service
- 020 Conservation and Resource Management
- 021 Construction Management
- 022 Corrosion Control, Cathodic Protection, Electrolysis
- 023 Cost Estimating
- 024 Dams, Concrete
- 025 Dams (Earth & Rock), Dikes, Levies
- 026 Desalinization (Process & Facilities)
- 027 Dining Halls, Clubs, Restaurants
- 028 Ecological and Archeological Investigations
- 029 Educational Facilities, Classrooms
- 030 Electronics
- 031 Elevators, Escalators, People-Movers
- 032 Energy Conservation, New Energy Sources
- 033 Environmental Impact Studies, Assessments or Statements
- 034 Fallout Shelters, Blast-Resistant Design
- 035 Field Houses, Gyms, Stadiums
- 036 Fire Protection
- 037 Fisheries, Fish Ladders
- 038 Forestry and Forest Products
- 039 Garages, Vehicle Maintenance Facilities, Parking Structures
- 040 Gas Systems (Propane, Natural, Etc.)
- 041 Graphic Design
- 042 Harbors, Jetties, Piers, Terminal Facilities
- 043 Heating, Ventilating, Air Conditioning (HVAC)
- 044 Health Systems Planning
- 045 Highrises (Air-Rights-Type Buildings)
- 046 Highways, Streets, Airfield Paving, Parking Lots
- 047 Historical Preservation
- 048 Hospital and Medical Facilities
- 049 Hotels and Motels
- 050 Housing (Residential, Multi-Family, Apartments, Condominiums)
- 051 Hydraulics and Pneumatics
- 052 Industrial Buildings, Manufacturing Plants
- 053 Industrial Processes, Quality Control
- 054 Industrial Waste Treatment
- 055 Interior Design, Space Planning
- 056 Irrigation and Drainage
- 057 Judicial and Courtroom Facilities**
- 058 Laboratories, Medical Research Facilities
- 059 Landscape Architecture
- 060 Libraries, Museums, Galleries
- 061 Lighting (Interior)
- 062 Lighting (Exterior)
- 063 Material Handling Systems, Conveyors, Sorters
- 064 Metallurgy
- 065 Microclimatology, Tropical Engineering
- 066 Military Design Standards, Government and Industry Design Standards
- 067 Mining and Mineralogy
- 068 Missile Facilities (Silos, Fuels, Transport)
- 069 Modular Systems Design, Pre-Fabricated Structures or Components
- 070 Naval Architecture, Off-Shore Platforms
- 071 Ordnance, Munitions, Special Weapons
- 075 Petroleum Exploration, Refining
- 076 Petroleum and Fuel Storage and Distribution
- 077 Pipelines (Cross Country Liquid and Gas)
- 078 Planning (Community, Regional, Areawide, and State)
- 079 Planning (Site, Installation, and Project)
- 080 Plumbing and Piping Design
- 081 Pneumatic Structures, Air-Supported Buildings
- 082 Postal Facilities
- 083 Power Generation, Transmission, Distribution
- 084 Prisons and Correctional Facilities
- 085 Product, Machine and Equipment Design
- 086 Radar, Sonar, Radio and Radar Telescopes
- 087 Railroad, Rapid Transit
- 088 Recreational Facilities (Parks, Marinas, Etc.)
- 089 Rehabilitation (Buildings, Structures, Facilities)
- 090 Resource Recovery, Recycling
- 091 Radio Frequency Systems and Shieldings
- 092 Rivers, Canals, Waterways, Flood Control
- 093 Safety Engineering, Accident Studies, OSHA Studies
- 094 Security Systems, Intruder and Smoke Detection
- 095 Seismic Designs and Studies
- 096 Sewage Collection, Treatment and Disposal
- 097 Soils and Geologic Studies (Foundations)
- 098 Solar Energy Utilization
- 099 Solid Wastes, Incineration, Land Fill
- 100 Special Environments, Clean Rooms, Etc.
- 101 Structural Design, Special Structures
- 102 Surveying, Platting, Mapping, Flood Plain Studies
- 103 Swimming Pools
- 104 Storm Water Handling and Facilities
- 105 Telephone Systems
- 106 Testing and Inspection Services
- 107 Traffic and Transportation Engineering
- 108 Towers (Self Supported & Guyed Systems)
- 109 Tunnels and Subways
- 110 Urban Renewals, Community Development
- 111 Utilities
- 112 Value Analysis, Life-Cycle Costing
- 113 Warehouses and Depots
- 114 Water Resources, Hydrology, Ground Water
- 115 Water Supply, Treatment and Distribution
- 116 Wind Tunnels, Research/Testing Facilities Design
- 117 Zoning, Land Use Studies
- 201 _____
- 202 _____
- 203 _____
- 204 _____
- 205 _____

Commonwealth of Kentucky Court of Justice



Architect-Engineer & Related Services Questionnaire

Date Prepared: ___/___/___

1. Architect Firm Name: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) _____ - _____ Email Address: _____		
Alternate Contact/Position: _____ / _____ Telephone Number: (____) _____ - _____ Email Address: _____		
1a. Submittal is for: <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office		
1b. Consulting Engineers Firm(s) Name : _____ Address (Street/City/ZIP): _____		
1c. Consulting Engineers Firm(s) Name : _____ Address (Street/City/ZIP): _____ All Consultant Team member firms shall complete individual Questionnaire forms and attach to this Form.		
2. Year Present Firm Established: _____		3. Number of Years at Present Location: _____
4. Type of Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture* <input type="checkbox"/> Small Business <input type="checkbox"/> Partnership* <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> Woman Owned Business * Name/percent of other party: _____ / _____%		
5. Personnel by Discipline: <i>(list each person only once, by primary function)</i>		
___ Administrative ___ Architects (<i>Registered</i>) ___ Civil Engineers ___ Construction Inspectors ___ Construction Managers ___ Draftsmen ___ Ecologists ___ Electrical Engineers ___ Estimators	___ Facility Managers ___ Geologists ___ Hydrologists ___ Interior Designers ___ Land Surveyors ___ Master Planners ___ Mechanical Engineers ___ Mining Engineers ___ Sanitary Engineers	Total Personnel: _____ ___ Security Designers ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Transportation Engineers _____ _____ _____
6. Summary by Professional Service Fees Received (last three calendar years):		
	Year _____	Year _____
Local Government Contract Work:	\$ _____	\$ _____
State Government Contract Work:	\$ _____	\$ _____
Federal Government Contract Work:	\$ _____	\$ _____
All other Domestic Work:	\$ _____	\$ _____
All other Foreign Work:	\$ _____	\$ _____
Totals:	\$ _____	\$ _____

7. Profile of Firm's Project Experience in the last three (3) years.								
Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
(1)		\$	(11)		\$	(21)		\$
(2)		\$	(12)		\$	(22)		\$
(3)		\$	(13)		\$	(23)		\$
(4)		\$	(14)		\$	(24)		\$
(5)		\$	(15)		\$	(25)		\$
(6)		\$	(16)		\$	(26)		\$
(7)		\$	(17)		\$	(27)		\$
(8)		\$	(18)		\$	(28)		\$
(9)		\$	(19)		\$	(29)		\$
(10)		\$	(20)		\$	(30)		\$

8. Project Examples, last three (3) years:

(1) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____ - _____ Email Address: _____
 Profile Code: _____ Experience Code: _____ Number of Change Orders: _____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

(2) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____ - _____ Email Address: _____
 Profile Code: _____ Experience Code: _____ Number of Change Orders: _____ Completion Date: _____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

(3) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____ - _____ Email Address: _____
 Profile Code: _____ Experience Code: _____ Number of Change Orders: _____ Completion Date: _____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

<p>(4) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(5) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(6) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(7) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>

<p>Notes and Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

(8) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____-____ Email Address: _____
 Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

(9) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____-____ Email Address: _____
 Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

(10) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____-____ Email Address: _____
 Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

(11) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____-____ Email Address: _____
 Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:____
Original Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____
 Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____
As-Built Scope: Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____
 Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____

Notes and Comments: _____

<p>(12) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(13) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(14) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>
<p>(15) Project Title: _____ Firm's Role: _____</p> <p>Address (Street/City/ZIP): _____</p> <p>Primary Contact/Position: _____ / _____</p> <p>Telephone Number: (____) ____-____ Email Address: _____</p> <p>Profile Code:____ Experience Code:____ Number of Change Orders:____ Completion Date:_____</p> <p><u>Original Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Budget: \$ ____, ____, ____ Total Original Budget: \$ ____, ____, ____</p> <p><u>As-Built Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Cost: \$ ____, ____, ____</p> <p style="padding-left: 40px;">Supporting Facilities Cost: \$ ____, ____, ____ Total As-Build Cost: \$ ____, ____, ____</p>

Notes and Comments: _____

9. Current Major Projects	
(1) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
(2) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
(3) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
(4) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
(5) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
(6) Project Title: _____ Address (Street/City/ZIP): _____ Profile Code: _____ Experience Code: _____ Anticipated Construction Completion Date: _____ <u>Project Scope:</u> Primary Facility Size: _____, _____, _____ SF Primary Facility Budget: \$ _____, _____, _____ Supporting Facilities Budget: \$ _____, _____, _____ Total Budget: \$ _____, _____, _____	Firm's Role: _____
10. Certification that the forgoing is a statement of facts:	
Signature: _____ Printed Name: _____ Title: _____ Date: _____	
11. Certification Date Received (<i>Project Development Board or Court of Justice use only</i>):	
Date Received: _____ Receiving Official's Signature: _____ Receiving Official's Title: _____	

Commonwealth of Kentucky Court of Justice

Similar Profile Codes.

- 001 Acoustics: Noise Abatement
- 002 Aerial Photogrammetry
- 003 Agriculture Development, Grain Storage, Farm Mechanization
- 004 Air Pollution Control
- 005 Airports: navais, airport lighting, aircraft fueling
- 006 Airports: terminals, hangars, freight handling
- 007 Arctic Facilities
- 008 Auditoriums and Theaters
- 009 Automation: controls, instrumentation
- 010 Barracks and Dormitories
- 011 Bridges
- 012 Cemeteries
- 013 Chemical Processing and Storage
- 014 Churches and Chapels
- 015 Codes, Standards, Ordinances
- 016 Cold Storage, Refrigeration, Fast Freeze
- 017 Commercial Low Rise Building, Shopping Centers
- 018 Communications Systems, TV, Microwave
- 019 Computer Facilities, Computer Service
- 020 Conservation and Resource Management
- 021 Construction Management
- 022 Corrosion Control, Cathodic Protection, Electrolysis
- 023 Cost Estimating
- 024 Dams, Concrete
- 025 Dams (Earth & Rock), Dikes, Levies
- 026 Desalinization (Process & Facilities)
- 027 Dining Halls, Clubs, Restaurants
- 028 Ecological and Archeological Investigations
- 029 Educational Facilities, Classrooms
- 030 Electronics
- 031 Elevators, Escalators, People-Movers
- 032 Energy Conservation, New Energy Sources
- 033 Environmental Impact Studies, Assessments or Statements
- 034 Fallout Shelters, Blast-Resistant Design
- 035 Field Houses, Gyms, Stadiums
- 036 Fire Protection
- 037 Fisheries, Fish Ladders
- 038 Forestry and Forest Products
- 039 Garages, Vehicle Maintenance Facilities, Parking Structures
- 040 Gas Systems (Propane, Natural, Etc.)
- 041 Graphic Design
- 042 Harbors, Jetties, Piers, Terminal Facilities
- 043 Heating, Ventilating, Air Conditioning (HVAC)
- 044 Health Systems Planning
- 045 Highrises (Air-Rights-Type Buildings)
- 046 Highways, Streets, Airfield Paving, Parking Lots
- 047 Historical Preservation
- 048 Hospital and Medical Facilities
- 049 Hotels and Motels
- 050 Housing (Residential, Multi-Family, Apartments, Condominiums)
- 051 Hydraulics and Pneumatics
- 052 Industrial Buildings, Manufacturing Plants
- 053 Industrial Processes, Quality Control
- 054 Industrial Waste Treatment
- 055 Interior Design, Space Planning
- 056 Irrigation and Drainage
- 057 Judicial and Courtroom Facilities
- 058 Laboratories, Medical Research Facilities
- 059 Landscape Architecture
- 060 Libraries, Museums, Galleries
- 061 Lighting (Interior)
- 062 Lighting (Exterior)
- 063 Material Handling Systems, Conveyors, Sorters
- 064 Metallurgy
- 065 Microclimatology, Tropical Engineering
- 066 Military Design Standards, Government and Industry Design Standards
- 067 Mining and Mineralogy
- 068 Missile Facilities (Silos, Fuels, Transport)
- 069 Modular Systems Design, Pre-Fabricated Structures or Components
- 070 Naval Architecture, Off-Shore Platforms
- 071 Ordinance, Munitions, Special Weapons
- 075 Petroleum Exploration, Refining
- 076 Petroleum and Fuel Storage and Distribution
- 077 Pipelines (Cross Country Liquid and Gas)
- 078 Planning (Community, Regional, Areawide, and State)
- 079 Planning (Site, Installation, and Project)
- 080 Plumbing and Piping Design
- 081 Pneumatic Structures, Air-Supported Buildings
- 082 Postal Facilities
- 083 Power Generation, Transmission, Distribution
- 084 Prisons and Correctional Facilities
- 085 Product, Machine and Equipment Design
- 086 Radar, Sonar, Radio and Radar Telescopes
- 087 Railroad, Rapid Transit
- 088 Recreational Facilities (Parks, Marinas, Etc.)
- 089 Rehabilitation (Buildings, Structures, Facilities)
- 090 Resource Recovery, Recycling
- 091 Radio Frequency Systems and Shieldings
- 092 Rivers, Canals, Waterways, Flood Control
- 093 Safety Engineering, Accident Studies, OSHA Studies
- 094 Security Systems, Intruder and Smoke Detection
- 095 Seismic Designs and Studies
- 096 Sewage Collection, Treatment and Disposal
- 097 Soils and Geologic Studies (Foundations)
- 098 Solar Energy Utilization
- 099 Solid Wastes, Incineration, Land Fill
- 100 Special Environments, Clean Rooms, Etc.
- 101 Structural Design, Special Structures
- 102 Surveying, Platting, Mapping, Flood Plain Studies
- 103 Swimming Pools
- 104 Storm Water Handling and Facilities
- 105 Telephone Systems
- 106 Testing and Inspection Services
- 107 Traffic and Transportation Engineering
- 108 Towers (Self Supported & Guyed Systems)
- 109 Tunnels and Subways
- 110 Urban Renewals, Community Development
- 111 Utilities
- 112 Value Analysis, Life-Cycle Costing
- 113 Warehouses and Depots
- 114 Water Resources, Hydrology, Ground Water
- 115 Water Supply, Treatment and Distribution
- 116 Wind Tunnels, Research/Testing Facilities Design
- 117 Zoning, Land Use Studies
- 201 _____
- 202 _____
- 203 _____
- 204 _____
- 205 _____

Commonwealth of Kentucky

Court of Justice

Construction Service Provider Questionnaire



Purpose:

The Commonwealth of Kentucky Court of Justice encourages firms, corporations, and companies which provide construction and construction-related services to annually submit a statement of qualifications and performance data to the AOC General Manager of Facilities, 100 Millcreek Park, Frankfort, KY 40601.

Policy:

The policy of the Commonwealth of Kentucky Court of Justice in acquiring construction and construction-related services is to encourage firms, companies, and corporations lawfully engaged in the practice of construction to submit annually a statement of qualifications and performance data. The Court of Justice Construction Service Provider (C-S Questionnaire) is provided for that purpose. The Court of Justice shall evaluate these qualifications resumes, together with any other performance data on file or requested in relation to any proposed project. The C-S Questionnaire may be used as a basis for selecting firms for discussion, or for screening firms preliminary to inviting submission of additional information or inviting proposals on projects.

Definition of Construction and Construction-Related Services:

Architect-Engineer and related services are those professional services provided by General Contractors, Contractors, and Sub Contractors for major portions of or for critical components of facility construction, renovation, alteration, and/or adaptation. Construction and Construction-Related Service include the management, administration, materials, equipment, labor, supervision, expertise, warranty, documentation, and all other activities required to complete a project.

Instructions for Filing:

(Numbers below correspond to numbers contained in form)

Note: The entries on this form may be typed or printed.

1. Company Name

(a) Enter accurate and complete name of submitting Company, its address and zip code.

(b) Enter the Primary and Alternate Contacts for the firm. These contacts should be "Principals" and possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

Enter the contacts business telephone number and Email address.

1a. Indicate whether submission is for the Parent Company or Branch or Subsidiary Office. A "Parent Company" is a firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire. A "Branch or Subsidiary Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state law.

1b. If submission is for "Branch or Subsidiary Office" indicate the name of the "Parent Company, its address and zip code.

1c. If applicable, indicate the names of former parent companies for a period no less than 20-years. Use an attachment if necessary.

2. Year Present Firm Established: Enter the year the present firm was established.

3. Number of years at Present Location: Enter the number of years the firm has occupied their present location.

4. Type of Ownership: Indicate the type of ownership and if the firm is a small, small disadvantaged, minority, or woman-owned.

5. Personnel by Discipline:

5a. Enter total (sum of) personnel in the submitting office, numbers of personnel hired and separated in the last 12 months, the total number of minority employees, and the total number of disadvantaged (including women) employees.

5b. and 5c. Enter the total numbers of employees, by discipline, in submitting office. If the form is being submitted by the main or headquarters office, enter the total employees, by discipline, in all offices. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "Administrative". Write in any additional and the number of people in the blank spaces provided.

5d. Enter information relating to Labor Pool Sources, such as Union Locals, Agencies, Sub-Contractors, other branches of the company, etc.

5e. Enter information relating to Training Programs executed or used by Company Personnel during the last three (3) calendar years.

6. Summary of Professional Service Fees Received.

Insert the amount of fees received by submitting firm for the last three (3) calendar years for each category. The categories include local, state and federal government work, all other domestic work, and all other foreign work.

7. Profile of Firm's Project Experience in the last (3) years.

7a. Enter data regarding the firm's experience for up to 30 "Profile Codes" (SEE: Profile Code list on page A-4.), in numerical sequence. Select and enter the Profile Code which best indicates the type and scope of services on projects. For each code number, enter the total number of projects and total gross fees for those projects.

7b. Enter data regarding the number of sole or joint venture projects completed in the last five (5) years.

8. Project Examples, last five (3) years.

(a) Enter the project title, its address and zip code.

(b) Enter the firm's role with the project. Firm's role includes:

- P** Prime Professional Firm
- JV** Joint Venture
- C** Consultant
- IE** Individual Experience (New firms with less than five (5) years of experience. Provide individual's name and location of experience on attachment)

(c) Enter the Owner's name, the owner's contact's name, his or her telephone number, address and zip code.

(d) Enter the Profile Code of the project. (SEE: Profile Code list on following page.)

(e) Select and enter the appropriate following "Experience Code" pertaining to the firm's last five (5) years experience performing work concerning the project's "Profile Code".

- 0 Individual Experience with other firm
(SEE: 8(a) Attachment for IE entry.)
- 1 First Project
- 2 Under five (5) projects.
- 3 Over five (5) projects.

(f) Enter project Change Order data.

(g) If there was/is an investigation, lawsuit, liquidated damages, liens or claims, failed milestones, and/or warranty work related to the project, check appropriate box.

(h) Enter the Original (Schematic Design or earlier) Cost Estimate for A-E Services. Enter General Contractor original total Bid for Construction Managers.

(i) Enter the final and total cost of the project.

(j) Enter the original project completion target date at the time of award of construction contract.

(k) Enter the actual total (not substantial) completion date of the project.

9. Current Major Projects. Enter information of regarding major projects the firm is now performing services for (use attachment if necessary).

(a) Enter the Project Title.

(b) Enter the firm's role with the project. Firm's role includes:

- **P** Prime Professional Firm
- **JV** Joint Venture
- **C** Consultant

(c) Enter the Profile Code and Experience Code of the project. (SEE: Profile Code list on following page.)

(d) Enter the date which the project shall be completed.

(e) Enter the Primary Facility's Size (SF, SY, etc.) and cost, rounded to \$100,000. Enter the cost of supporting facilities. Enter the total project cost. scope (SF, SY, etc.) of the project. . If cost information is considered "confidential" by owner, state "CONFIDENTIAL".

10. Subcontractor Information. Enter information of regarding subcontractors the company may use for the proposed project. (use attachment if necessary).

(a) Enter Company Name and Service(s) Provided.

(b) Enter Company Address.

(c) Enter Primary Contact information.

(d) Enter Profile Code and Experience Code.

(e) Indicate if a Court of Justice Construction Service Provider Questionnaire for Subcontractor is attached.

10. Certification that the forgoing is a statement of facts. The signature of a principal of the firm, preferably the chief executive officer, certifies that the information entered on the questionnaire is true.

Profile Codes (extracted from GAO SF254) for use in Item 7, 8, and 9.

- 001 Acoustics: Noise Abatement
- 002 Aerial Photogrammetry
- 003 Agriculture Development, Grain Storage, Farm Mechanization
- 004 Air Pollution Control
- 005 Airports: nav aids, airport lighting, aircraft fueling
- 006 Airports: terminals, hangars, freight handling
- 007 Arctic Facilities
- 008 Auditoriums and Theaters
- 009 Automation: controls, instrumentation
- 010 Barracks and Dormitories
- 011 Bridges
- 012 Cemeteries
- 013 Chemical Processing and Storage
- 014 Churches and Chapels
- 015 Codes, Standards, Ordinances
- 016 Cold Storage, Refrigeration, Fast Freeze
- 017 Commercial Low Rise Building, Shopping Centers
- 018 Communications Systems, TV, Microwave
- 019 Computer Facilities, Computer Service
- 020 Conservation and Resource Management
- 021 Construction Management
- 022 Corrosion Control, Cathodic Protection, Electrolysis
- 023 Cost Estimating
- 024 Dams, Concrete
- 025 Dams (Earth & Rock), Dikes, Levies
- 026 Desalinization (Process & Facilities)
- 027 Dining Halls, Clubs, Restaurants
- 028 Ecological and Archeological Investigations
- 029 Educational Facilities, Classrooms
- 030 Electronics
- 031 Elevators, Escalators, People-Movers
- 032 Energy Conservation, New Energy Sources
- 033 Environmental Impact Studies, Assessments or Statements
- 034 Fallout Shelters, Blast-Resistant Design
- 035 Field Houses, Gyms, Stadiums
- 036 Fire Protection
- 037 Fisheries, Fish Ladders
- 038 Forestry and Forest Products
- 039 Garages, Vehicle Maintenance Facilities, Parking Structures
- 040 Gas Systems (Propane, Natural, Etc.)
- 041 Graphic Design
- 042 Harbors, Jetties, Piers, Terminal Facilities
- 043 Heating, Ventilating, Air Conditioning (HVAC)
- 044 Health Systems Planning
- 045 Highrises (Air-Rights-Type Buildings)
- 046 Highways, Streets, Airfield Paving, Parking Lots
- 047 Historical Preservation
- 048 Hospital and Medical Facilities
- 049 Hotels and Motels
- 050 Housing (Residential, Multi-Family, Apartments, Condominiums)
- 051 Hydraulics and Pneumatics
- 052 Industrial Buildings, Manufacturing Plants
- 053 Industrial Processes, Quality Control
- 054 Industrial Waste Treatment
- 055 Interior Design, Space Planning
- 056 Irrigation and Drainage
- 057 Judicial and Courtroom Facilities**
- 058 Laboratories, Medical Research Facilities
- 059 Landscape Architecture
- 060 Libraries, Museums, Galleries
- 061 Lighting (Interior)
- 062 Lighting (Exterior)
- 063 Material Handling Systems, Conveyors, Sorters
- 064 Metallurgy
- 065 Microclimatology, Tropical Engineering
- 066 Military Design Standards, Government and Industry Design Standards
- 067 Mining and Mineralogy
- 068 Missile Facilities (Silos, Fuels, Transport)
- 069 Modular Systems Design, Pre-Fabricated Structures or Components
- 070 Naval Architecture, Off-Shore Platforms
- 071 Ordnance, Munitions, Special Weapons
- 075 Petroleum Exploration, Refining
- 076 Petroleum and Fuel Storage and Distribution
- 077 Pipelines (Cross Country Liquid and Gas)
- 078 Planning (Community, Regional, Areawide, and State)
- 079 Planning (Site, Installation, and Project)
- 080 Plumbing and Piping Design
- 081 Pneumatic Structures, Air-Supported Buildings
- 082 Postal Facilities
- 083 Power Generation, Transmission, Distribution
- 084 Prisons and Correctional Facilities
- 085 Product, Machine and Equipment Design
- 086 Radar, Sonar, Radio and Radar Telescopes
- 087 Railroad, Rapid Transit
- 088 Recreational Facilities (Parks, Marinas, Etc.)
- 089 Rehabilitation (Buildings, Structures, Facilities)
- 090 Resource Recovery, Recycling
- 091 Radio Frequency Systems and Shieldings
- 092 Rivers, Canals, Waterways, Flood Control
- 093 Safety Engineering, Accident Studies, OSHA Studies
- 094 Security Systems, Intruder and Smoke Detection
- 095 Seismic Designs and Studies
- 096 Sewage Collection, Treatment and Disposal
- 097 Soils and Geologic Studies (Foundations)
- 098 Solar Energy Utilization
- 099 Solid Wastes, Incineration, Land Fill
- 100 Special Environments, Clean Rooms, Etc.
- 101 Structural Design, Special Structures
- 102 Surveying, Platting, Mapping, Flood Plain Studies
- 103 Swimming Pools
- 104 Storm Water Handling and Facilities
- 105 Telephone Systems
- 106 Testing and Inspection Services
- 107 Traffic and Transportation Engineering
- 108 Towers (Self Supported & Guyed Systems)
- 109 Tunnels and Subways
- 110 Urban Renewals, Community Development
- 111 Utilities
- 112 Value Analysis, Life-Cycle Costing
- 113 Warehouses and Depots
- 114 Water Resources, Hydrology, Ground Water
- 115 Water Supply, Treatment and Distribution
- 116 Wind Tunnels, Research/Testing Facilities Design
- 117 Zoning, Land Use Studies
- 201 _____
- 202 _____
- 203 _____
- 204 _____
- 205 _____

Commonwealth of Kentucky Court of Justice



Construction Service Provider Questionnaire

Date Prepared: ___/___/___

1. Company Name: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____ - _____ Email Address: _____		
Alternate Contact/Position: _____ / _____ Telephone Number: (____) ____ - _____ Email Address: _____		
1a. Submittal is for: <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office		
1b. Name of Parent Company, if applicable: _____ Address (Street/City/ZIP): _____		
1c. Names of Former Company Names and Former Parent Companies and Year(s) Established, if applicable: _____		
2. Year Present Firm Established: _____		3. Number of Years at Present Location: _____
4. Type of Ownership		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership*	<input type="checkbox"/> Joint Venture* <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> Small Business <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman Owned Business
* Name/percent of other party: _____ / _____% Address (Street/City/ZIP): _____		
5. Personnel Information:		
5a. General Personnel Data: Total Personnel: _____ Total Hired in last 12 Months: _____ Total Separated in last 12Months: _____ Total Minority Employees: _____ Total Disadvantaged Employees: _____		
5b. General and Professional Employees available for Project (list each person only once, by primary function):		
___ Administrative ___ Architects (<i>Registered</i>) ___ Civil Engineers ___ Construction Inspectors ___ Construction Managers ___ Draftsmen ___ Ecologists ___ Electrical Engineers ___ Estimators	___ Facility Managers ___ Geologists ___ Hydrologists ___ Interior Designers ___ Land Surveyors ___ Master Planners ___ Mechanical Engineers ___ Mining Engineers ___ Sanitary Engineers	___ Security Designers ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Transportation Engineers _____ _____ _____

5c. Construction Employees available for Project (list each person only once, by primary function):

- | | |
|---|---|
| <input type="checkbox"/> Carpenters, Apprentices | <input type="checkbox"/> Masons, Brick, Journeymen |
| <input type="checkbox"/> Carpenters, Journeyman | <input type="checkbox"/> Masons, Stone, Apprentices |
| <input type="checkbox"/> Concrete workers, Journeyman | <input type="checkbox"/> Masons, Stone, Journeymen |
| <input type="checkbox"/> Concrete, Apprentices | <input type="checkbox"/> Pipefitters, Apprentices |
| <input type="checkbox"/> Data Network Workers, Apprentices | <input type="checkbox"/> Pipefitters, Journeymen |
| <input type="checkbox"/> Data Network Workers, Journeymen | <input type="checkbox"/> Plumbers, Apprentices |
| <input type="checkbox"/> Drywallers, Apprentices | <input type="checkbox"/> Plumbers, Licensed/Journeymen |
| <input type="checkbox"/> Drywallers, Journeymen | <input type="checkbox"/> Roofers, Apprentices |
| <input type="checkbox"/> Electricians, Apprentices | <input type="checkbox"/> Roofers, Journeyman |
| <input type="checkbox"/> Electricians, Licensed/Journeymen | <input type="checkbox"/> Security System Workers, Apprentices |
| <input type="checkbox"/> Foremen | <input type="checkbox"/> Security System Workers, Journeymen |
| <input type="checkbox"/> General Construction Laborers | <input type="checkbox"/> Superintendents |
| <input type="checkbox"/> Heavy Equipment Operators, Apprentices | <input type="checkbox"/> Telecommunication Workers, Apprentices |
| <input type="checkbox"/> Heavy Equipment Operators, Journeymen | <input type="checkbox"/> Telecommunication Workers, Journeymen |
| <input type="checkbox"/> HVAC, Apprentices | <input type="checkbox"/> Welders, Apprentices |
| <input type="checkbox"/> HVAC, Licensed/Journeymen | <input type="checkbox"/> Welders, Licensed/Journeymen |
| <input type="checkbox"/> Iron/Steel workers, Apprentices | _____ |
| <input type="checkbox"/> Iron/Steel workers, Journeyman | _____ |
| <input type="checkbox"/> Laborers, General | _____ |
| <input type="checkbox"/> Masons, Block, Apprentices | _____ |
| <input type="checkbox"/> Masons, Block, Journeymen | _____ |
| <input type="checkbox"/> Masons, Brick Apprentices | _____ |

5d. Labor Pool Sources available for Project (list all sources such as Union Locals, Agencies, etc., use attachment, if necessary):

#1 Union/Agency Name: _____

Primary Contact/Position: _____ / _____

Telephone Number: (____) ____ - _____ Email Address: _____

Position Title: _____ Number Available: _____

#2 Union/Agency Name: _____

Primary Contact/Position: _____ / _____

Telephone Number: (____) ____ - _____ Email Address: _____

Position Title: _____ Number Available: _____

#3 Union/Agency Name: _____

Primary Contact/Position: _____ / _____

Telephone Number: (____) ____ - _____ Email Address: _____

Position Title: _____ Number Available: _____

#4 Union/Agency Name: _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) _____ - _____ Email Address: _____
 Position Title: _____ Number Available: _____

#5 Union/Agency Name: _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) _____ - _____ Email Address: _____
 Position Title: _____ Number Available: _____

#6 Union/Agency Name: _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) _____ - _____ Email Address: _____
 Position Title: _____ Number Available: _____

5e. Training Programs (enter data for last three years):

	Number of <u>Classes</u>	Number of <u>Attendees</u>	<u>Comments</u>
Trades Training Programs executed:	_____	_____	_____
Management Training Programs executed:	_____	_____	_____
Job Safety Training Programs executed:	_____	_____	_____
Personal Development Programs executed:	_____	_____	_____
Other Training Programs executed:	_____	_____	_____

6. Summary by Construction Service Fees Received (last three calendar years):

	Year _____	Year _____	Year _____
KY Local Government Contract Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
Non-KY Local Government Contract Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
KY State Government Contract Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
Non-KY State Government Contract Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
Federal Government Contract Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
All other Domestic Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
All other Foreign Work:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____
Totals:	\$ _____, _____, _____	\$ _____, _____, _____	\$ _____, _____, _____

7. Profile of Firm's Project Experience in the last three (3) years.

7a. Profile Codes/Numbers of Projects/Total Gross Fees

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
(1)		\$	(11)		\$	(21)		\$
(2)		\$	(12)		\$	(22)		\$
(3)		\$	(13)		\$	(23)		\$
(4)		\$	(14)		\$	(24)		\$
(5)		\$	(15)		\$	(25)		\$
(6)		\$	(16)		\$	(26)		\$
(7)		\$	(17)		\$	(27)		\$
(8)		\$	(18)		\$	(28)		\$
(9)		\$	(19)		\$	(29)		\$
(10)		\$	(20)		\$	(30)		\$

7b. Types of Projects (enter number of projects corresponding to project type only once):

Sole Contractor			Joint Venture		
Types of Projects	Number of Projects	Total Gross Fees (in thousands)	Types of Projects	Number of Projects	Total Gross Fees (in thousands)
Design:			Design:		
Design-Build:			Design-Build:		
Construction Management:			Construction Management:		
General Contractor:			General Contractor:		
			Sub-Contractor:		

8. Projects Executed, last three (3) years:

(1) Project Title: _____ Firm's Role: _____
 Address (Street/City/ZIP): _____
 Primary Contact/Position: _____ / _____
 Telephone Number: (____) ____ - _____ Email Address: _____
 Alternate Contact/Position: _____ / _____
 Telephone Number: (____) ____ - _____ Email Address: _____
 Profile Code: _____ Experience Code: _____
 Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$ _____, _____, _____
 Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$ _____, _____, _____
 Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$ _____, _____, _____
 Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$ _____, _____, _____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$ _____, _____, _____
 Supporting Facilities Budget: \$ _____, _____, _____ Total Original Budget: \$ _____, _____, _____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$ _____, _____, _____
 Supporting Facilities Cost: \$ _____, _____, _____ Total As-Built Cost: \$ _____, _____, _____
 Original Target Completion Date: _____ Actual Final Completion Date: _____

(2) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(3) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(4) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(5) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(6) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____-____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____-____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$____,____,____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$____,____,____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$____,____,____
Supporting Facilities Budget: \$____,____,____ Total Original Budget: \$____,____,____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$____,____,____
Supporting Facilities Cost: \$____,____,____ Total As-Built Cost: \$____,____,____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(7) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____-____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____-____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$____,____,____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$____,____,____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$____,____,____
Supporting Facilities Budget: \$____,____,____ Total Original Budget: \$____,____,____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$____,____,____
Supporting Facilities Cost: \$____,____,____ Total As-Built Cost: \$____,____,____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(8) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(9) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(10) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(11) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____,_____,_____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(12) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

(13) Project Title: _____ Firm's Role: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Alternate Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____
Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$_____,_____,_____
Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$_____,_____,_____
 Investigation(s) Liquidated Damages Failed Milestones
 Lawsuits Liens/Claims Warranty Work
Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$_____,_____,_____
Supporting Facilities Budget: \$_____,_____,_____ Total Original Budget: \$_____,_____,_____
As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$_____,_____,_____
Supporting Facilities Cost: \$_____,_____,_____ Total As-Built Cost: \$_____,_____,_____
Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

(14) Project Title: _____ Firm's Role: _____

Address (Street/City/ZIP): _____

Primary Contact/Position: _____ / _____

Telephone Number: (____) ____-____ Email Address: _____

Alternate Contact/Position: _____ / _____

Telephone Number: (____) ____-____ Email Address: _____

Profile Code: _____ Experience Code: _____

Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$____,____,____

Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Investigation(s) Liquidated Damages Failed Milestones

Lawsuits Liens/Claims Warranty Work

Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$____,____,____

Supporting Facilities Budget: \$____,____,____ Total Original Budget: \$____,____,____

As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$____,____,____

Supporting Facilities Cost: \$____,____,____ Total As-Built Cost: \$____,____,____

Original Target Completion Date: _____ Actual Final Completion Date: _____

(15) Project Title: _____ Firm's Role: _____

Address (Street/City/ZIP): _____

Primary Contact/Position: _____ / _____

Telephone Number: (____) ____-____ Email Address: _____

Alternate Contact/Position: _____ / _____

Telephone Number: (____) ____-____ Email Address: _____

Profile Code: _____ Experience Code: _____

Number of Contractor Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Number of Contractor's Executed Change Orders: _____ Executed Change Order Costs: \$____,____,____

Number of Other's Tendered Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Number of Other's Executed Change Orders: _____ Tendered Change Order Costs: \$____,____,____

Investigation(s) Liquidated Damages Failed Milestones

Lawsuits Liens/Claims Warranty Work

Original Scope: Primary Facility Size: _____ SF Primary Facility Budget: \$____,____,____

Supporting Facilities Budget: \$____,____,____ Total Original Budget: \$____,____,____

As-Built Scope: Primary Facility Size: _____ SF Primary Facility Cost: \$____,____,____

Supporting Facilities Cost: \$____,____,____ Total As-Built Cost: \$____,____,____

Original Target Completion Date: _____ Actual Final Completion Date: _____

Notes and Comments: _____

9. Current Major Projects	
(1) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____
(2) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____
(3) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____
(4) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____
(5) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____
(6) Project Title: _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____ Profile Code:____ Experience Code:____ Anticipated Construction Completion Date:____ <u>Project Scope:</u> Primary Facility Size: ____, ____, ____ SF Primary Facility Budget: \$ ____, ____, ____ Supporting Facilities Budget: \$ ____, ____, ____ Total Budget: \$ ____, ____, ____	Firm's Role: _____

10. Subcontractor Information (use attachment if necessary):

(1) Company Name: _____
Services Provided: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____ Questionnaire Attached

(2) Company Name: _____
Services Provided: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____ Questionnaire Attached

(3) Company Name: _____
Services Provided: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____ Questionnaire Attached

(4) Company Name: _____
Services Provided: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____ Questionnaire Attached

(5) Company Name: _____
Services Provided: _____
Address (Street/City/ZIP): _____
Primary Contact/Position: _____ / _____
Telephone Number: (____) ____ - _____ Email Address: _____
Profile Code: _____ Experience Code: _____ Questionnaire Attached

10. Certification that the forgoing is a statement of facts:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

11. Certification Date Received (Project Development Board or Court of Justice use only):

Date Received: _____
Receiving Official's Signature: _____
Receiving Official's Title: _____

APPENDIX H - The Capital Projects Tracking System

Section I: Introduction

The Capital Projects Tracking System (CPTS) is a web-based program designed, developed, and administered by the Administrative Office of the Courts (AOC). The CPTS is intended to provide an electronic reporting system and tracking for payment and contingency requests; thereby, establishing a more rapid and timely means for authorization. It is not intended to replace preparation and submission of construction program documents, forms, or other documentation required by the Kentucky Court of Justice (COJ) Rules of Administrative Procedure Part X, Real Property Management Guide, Section I, Construction Program Development (AP Part X).

The CPTS provides a means to monitor, track, and report financial and budgetary data related to the cost of construction of new judicial facility projects in Kentucky. Oversight functions activate at the time payment and contingency requests are entered and submitted; continue through the review and authorization process; and proceed to the point payment requisitions are processed for submission to the trustee bank. All contract and non-contract payment requests must be entered, reviewed, and authorized through utilization of the CPTS prior to any payments being made by the trustee bank.

Authorized users with Internet access can utilize the CPTS from any location. Authorized users include all external vendors (Architects, Construction Managers, and General Contractors) involved in the design, development and construction of judicial facilities in Kentucky; the Chair of the Project Development Board (PDB); AOC staff directly involved in review or authorization of payment and contingency requests; and AOC staff assigned administration functions of the CPTS. Other users who meet specific eligibility criteria may be authorized, upon approval by the AOC, to review the CPTS Financial Summary Report.

This manual represents instructions and procedures to be utilized by external vendors in the implementation of Phase I of the CPTS. Phase I encompasses basic pay request and contingency request input; authorization and/or rejection status tracking; and financial summary reporting. These basic requests will be expanded to include more monitoring and reporting capabilities in Phase II.

If you have any questions regarding the CPTS, please contact: Global Administrator, Office of Budget and Policy, Administrative Office of the Courts, Frankfort, KY 40601; e-mail budget@kycourts.net.

Section II: User Definitions and Access to CPTS

Access to the CPTS is contingent upon the Global Administrator's designation of each user into the system based on assigned user levels and needs. The system automatically emails the user the CPTS web link, assigned userid, and password when the user is registered (*Refer to Section III: Enter the CPTS System.*)

For Global Administrator e-mail budget@kycourts.net.

Responsibilities of the Users:

Reviewer: A member of the Project Development Board, AOC Facilities, or any other person approved by the AOC for read only access to data. A reviewer does not input financial data nor approve/reject payment or contingency requests within the system. All Users can be considered as a Reviewer and review data for those projects they can access (*Refer to Section IV: Reviewing and Tracking Data*)

Standard User: The Standard User is a provider of design or construction services to the AOC. This User is typically the Architect-Engineer, Construction Manager, or General Contractor. The Standard User will input all data for Request for Payments as well as Contingency Requests. (*Refer to Section V: Inputting Data for instructions on how to use the CPTS input process.*)

AOC Project Coordinator: The AOC Project Coordinator will review and approve or reject data as entered by the Standard User. The AOC Project Coordinator will work closely with the Standard User to ensure the accuracy of all input data. (*Refer to Section VI: Approving Payment or Contingency Requests for instructions on how to use the CPTS approval process.*)

Project Administrator(s): The Chair of the Project Development Board, the AOC Budget Director, and the General Manager of AOC Facilities are Project Administrators. Approval by all three Project Administrators will be necessary to approve monies for payment by the Trustee. If any Project Administrator rejects the request, then the request must be reviewed again by the PDB. (*Refer to Section VI: Approving Payment or Contingency Requests for instructions on how to use the CPTS approval process.*)

Global Administrator: AOC personnel who have the ability to set up accounts for use in the system. The Global Administrator will set up all fields and categories.

Section III: Entering the CPTS System

Once designated as a user of CPTS, the user receives an electronically generated email from the AOC NT Service Account that assigns a username, password, and provides an Internet link to the CPTS website: <http://apps.kycourts.net/CapitalProjectTracking/>

A. Login CPTS

Once the user has been linked to the CPTS program, the user will be directed to the CPTS Login screen.

Login by:

1. Entering Username and Password assigned in NT Service Account email (you will be prompted to save password, click No);
2. Click Login.

If a user forgets his/her password, click Forgot Password after Clicking Login. An e-mail with the user's forgotten password will be electronically generated to the user.

B. Logging In

When logged into CPTS, the user will be directed to the Work Area Screen.

On the left hand side is the *Project Maintenance* column, which enables the user to Change Password and Logout. (**Logout** is always under the Project Maintenance of each screen.) On the right hand side is the Project List column, which enables the user to View only those Projects under contract by the user.

C. Changing Password

1. Enter Old Password;
2. Enter New Password (requirements: must be something that is not easily decoded ; it is case sensitive, must be 5 characters, either alpha or numeric);
3. Enter New Password again;
4. Click Submit;
5. Another Password Screen will pop up with ***Username is required*** above Old Password, click Cancel to return to Work Area;
6. Another email from the AOC NT Service Account will be electronically generated noting the users new password.

Section IV: Reviewing and Tracking Data

The Reviewer is a member of the Project Development Board (PDB) and has read only access to data. A reviewer does not input financial data nor approve/reject payment or contingency requests within the CPTS. The reviewer does have access to the Financial Summary and the PDB's specific judicial facility project, and can track requests from throughout the payment and contingency request processes.

Other users can also review and track data. The Standard User, Project Coordinator and Chair of the Project Development Board can only review and track data for their specific judicial facility project. The AOC Budget Director and AOC General Manager of Facilities can review and track all projects.

A. Reviewing Financial Summary

All users can read and print the Financial Summary by clicking view below Summary.

B. Reviewing Project Details

The Project Details Screen allows the user to view payment and contingency requests submitted by the Standard User and the authorization Status of each submitted request. From this screen the user can readily see all payment and contingency requests for the PDB judicial facility's project.

C. Tracking the Status of a Payment or Contingency Request Submitted to AOC Project Coordinators:

In the Work Area screen click the appropriate project.

On the Project Details screen, click view of the item number you are querying.

At the top of the Payment Maintenance Screen, under ***Status***, you will see who has authorized the item.

Status Types:

An Unsubmitted status means the item is still at the Standard User and has not been submitted for review and authorization.

When the Standard User has processed the item and submitted it in the CPTS for all AOC and Project Development Board authorizations, the item will appear as Proposed in the Status section.

When the AOC Project Coordinator approves the item for the review and authorization of the AOC Manager of Facilities, AOC Budget Director and the Project Development Board, the item will show as Pending under the Status section of Payment Details.

When the AOC Project Coordinator rejects the request, the Status will become Rejected, and the Standard User will be required to edit the document according to the AOC Project Coordinator's instructions in Notes (above).

When the AOC Project Coordinator has approved the request, then the Status is changed to Pending. If AOC Project Coordinator rejects then Status is Rejected Further review and approvals are the responsibility of the Project Administrators. The Project Administrators may reject an item that both the Standard User and AOC Project Coordinator have approved. If rejected, then the Status becomes Rejected. If all approve, then the Status becomes Executed.

Each time the status is changed, all users, except Reviewers, will receive an electronically generated e-mail noting the new Status, when appropriate.

The same tracking process is to be used for Contingency Requests.

Section V: Inputting Data

Standard Users only

Typically, Standard Users (A/Es, GCs, CMs) will be given permission to input only data pertaining to projects they have under contract. Firms holding multiple contracts across multiple counties will be able to see all their projects using a single corporate or multiple employee passwords as desired. Standard Users are not able to access, enter data, or view the records and reports on projects for which they are not under contract. The AOC Project Coordinator and Project Administrators review and approve financial inputs (contingency or payment requests); they cannot input data.

A. Description of Work Area for Inputting

All users can read and print the Financial Summary by clicking view.

Note: CM/GC can review A/E fees as entered, and A/E can review payment requests as entered.

B. Data Input Process

Begin by clicking the Individual Project (Justice Center) of the Work Area. The user will be directed to the Project Details Screen. Please note in the center of the Project Details header, the Name and County of the specific project. The Contingency List and Payment List can be accessed under the Project Maintenance (left) and the Project Details (center).

a. Payment Request Input:

- Click Add Payment under Project Maintenance or Click Add on Payment.
- This directs you to the Payment Maintenance Screen.

Click Add on the Payment Line Items. This will direct you to the Payment Maintenance Screen to enter each line item on the payment request.

Click **Cancel** to Delete Payment Request (returns user to Payment Details)

Before inputting each line item, enter the appropriate Payment Acquisition # for the Payment Request, as noted above.

Input Procedure for line item:

1. Click Category of line item (click category in drop box);
2. Click Vendor of line item (click vendor in drop box);
3. Enter in Payment Request number into Notes;
4. Enter line item amount in Amount;
5. Click Update on the item line (user will return to Payment Maintenance Screen 1);
6. Click Add on the Payment Maintenance Screen 1, return to Payment Maintenance Screen 2;
7. Click Save Payment (will be directed to Project Details);
8. Continue process until all line items from the payment request are entered;
9. When Payment Request is completed, click Save Payment then click Submit Payment (An e-mail will be generated for the submitted payment).

For each line item being input, the user can Edit, Cancel, or Delete.

For each Payment Request, the user can Cancel, Save Payment, or Submit Payment on the Payment Maintenance Screen 2, and the User can Cancel on the Payment Maintenance Screen 1.

Once the Standard User enters the data, review and approval is the responsibility of the AOC Project Coordinator. Should the AOC Project Coordinator reject an entry, the Notes field under Payment Details will contain an explanation from the AOC Project Coordinator.

Note that the rejection of one line item in a Payment Request will reject the entire request; it will be the responsibility of the Standard User and AOC project coordinator to ensure that a corrected request is submitted and approved no less the 48 hours prior to the Project Development Board meeting.

WARNING: SAVE PAYMENT PERIODICALLY, AS A SECURITY MEASURE, CPTS WILL TIME-OUT IN 60 MINUTES OF NO ACTIVITY!!! Click Save Payment without submitting

b. Contingency Payment Request Input

The methodology for entering of Contingency items is identical to that for Payment items. The user begins the process at the Project Details Screen, by:

- Click Add Contingency under Project Maintenance or Click Add on Contingency List.
- This directs you to the Contingency Maintenance Screen.

The user will follow the same entering, reviewing, and approval processes as the Payment Request, the screens and requests however will be noted as Contingency, instead of Payment.

C. Modification of Rejected Request Document

When the Standard User receives a Rejected status e-mail, the user needs to modify the request documents as indicated,

In the Work Area screen, click the appropriate project.

On the Project Details screen, click view of the item number you are querying.

Note the Status of the payment detail, and review the notes for instructions on what items need to be modified on Payment Maintenance Screens.

Editing an given line item:

1. Click Edit on Payment Maintenance Screen;
2. Modify the line item;
3. Click Update, user will be directed to Payment Maintenance;
4. Click Save Payment, user will be directed to Project Details;
5. Click view project, User will be directed to the Payment Maintenance Screen
6. Submit Payment or Edit/Delete another line item;
7. When Submit Payment, user will receive an electronically generated e-mail about new status of request.

The same modifying process is to be used for Contingency Requests.

Section VI: Approving Payment or Contingency Request

AOC Project Coordinators and Project Administrators Only

A. Appropriate Users

1. AOC Project Coordinators approve or reject only data pertaining to projects they are assigned. AOC Project Coordinators are not allowed access to enter data and review reports for the projects they are not specifically assigned. AOC Project Coordinators may be assigned Reviewer status on other projects if oversight is deemed necessary.
2. The PDB Chair Project Administrator approves or rejects only data pertaining to their own counties project.
3. AOC Project Administrators (AOC Budget Director and AOC General Mgr. of Facilities) approve or reject data on all AOC projects. Each will receive an automatically generated e-mail from the system when a payment or contingency request needs to be reviewed.

B. Authorizing (Approving) Submitted Payment Request

The user begins process by clicking the Individual Project (Justice Center) of the Work Area.

The Project Details Screen allows the approving user to view Payment and Contingency Requests submitted by the Standard User and the authorization status of each submitted request. From this screen the user can readily see all payment and contingency requests.

C. Status of Approval Process for Contingency and Payment Requests

The Project Details Screen notes the Status for each request. After The Standard User submits a request, the AOC Project Coordinator reviews the request and either approves or rejects the amounts with explanatory notes. Once the AOC Project Coordinator has approved the request,

the Status is changed to Proposed. If AOC Project Coordinator rejects then Status is Rejected. Further review and approvals are the responsibility of the Project Administrators. The Project Administrators may reject an item that both the Standard User and AOC project coordinator have approved. If rejected, then the Status becomes Rejected. If one or two Project Administrators approve, then the Status changes to Pending. When all Project Administrators approve, then the Status becomes Executed.

Note that the rejection of one line item in a request by the AOC Project Coordinator or Project Administrators will cause the entire request to be rejected. It will be the responsibility of the Standard User and AOC Project Coordinator to ensure that a corrected request is submitted and approved by the AOC Project Coordinator no less the 48 hours prior to the Project Development Board meeting.

Payment Maintenance Screen, Proposed Status for Project Coordinator

a. AOC Project Coordinator Approval Process

- Click Move to Pending on bottom right hand side
- Status changes to Proposed
- Receive electronically generated e-mail noting Proposed status.

b. AOC Project Coordinator Rejection Process

- In Notes field type the problems with request that the Standard User needs to address or change
- Click Move to Rejected on bottom left hand side
- Status changes to Rejected
- Receive electronically generated e-mail noting Rejected status.

Payment Maintenance Screen, Pending Status for Project Administrators

c. Project Administrators Approval Process

- Click Move to Executed on bottom right hand side
- Check Mark replaces symbol for given Project Administrator Status Changes to Executed when the 3 administrators approve of request
- Receive electronically generated e-mail noting Executed status.

d. Project Administrators Rejection Process

- In Notes field type the problems with request that the Standard User needs to address or change
- Click Move to Rejected on bottom left hand side
- Status changes to Rejected
- Symbol for given Project Administrator remains
- Receive automatic generated e-mail noting Rejected status.

Section VII: Appendices

AP Terms and Abbreviations

Note: Refer to Appendix B, Section I, Rule of Administrative Procedure Part X for additional Definitions and Abbreviations

Definitions

AOC General Manager of Facilities: A representative of the Chief Justice of the Supreme Court and the Director of the Administrative Office of the Courts who is authorized to take certain actions involving real property under the jurisdiction of the Judicial Branch (Court of Justice). The AOC General Manager of Facilities, within the Judicial Branch, is responsible for the development, operations and maintenance of Judicial Facilities as partially detailed in the Court of Justice Rule of Administrative Procedure Part X.

Contract: The legal agreement between the Fiscal Court and a Construction Service provider, either a General Contractor, or a specific trade contractor under a Construction Manager. The contract(s) is (are) for labor and materials to construct a Judicial Center per the plans and specifications prepared by the Architect.

Non-contract: Costs to the project not covered above. Such costs may be for professional services not covered in the construction contract, e.g., survey, geotechnical, legal, etc., as well as Change Orders to the construction contract. Non contract costs occurring after bid opening will be paid from contingency.

Certification of Payment: The Owner's Progress Payment Forms, typically AIA standard forms.

Change Order: A written order to the Contractor approved by the Project Development Board and the AOC General Manager of Facilities and the AOC Budget Director issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. All proposed changed orders must be tendered with AIA Standard Documents G710 or G701/CMA with accompanying Court of Justice Change Order Supplement (see Appendix E.)

Contingency: A fixed dollar amount to cover all non contract costs *during the construction period.*

Contingency Request: A term used within the CPTS to refer to any cost that will impact the Contingency amount- Change Orders, a non-contract cost (construction or non-construction) or any other costs not covered in the contract.

Contract: The bid price offer of the Contractor as officially accepted by the Owner or Owner's Agent, evidenced by the executed Owner/Contractor Agreement of contract. When executed, the Contract defines the legal relationship, duties, and obligations between the Owner and the Contractor as evidenced by the Contract Documents for the Project.

Contract Sum: The sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

Direct Costs: Direct materials, direct labor, subcontract costs, and other miscellaneous costs such as bonding and equipment rentals that are directly related to and can be specifically attributed to an individual contract.

Direct Expenses: All items of expenses directly incurred by or attributable to a specific project, assignment, or task that is directly related to and can be specifically attributed to an individual contract.

Global Administrator: AOC personnel who have the ability to set up accounts for use in the system. The Global Administrator will set up all fields and categories.

Payment Application: Prepared by the General Contractor or Construction Manager, the Pay App is for all contract costs incurred during the course of the contract, and is typically prepared on a monthly basis. This will typically be the AIA G703 or G703/CMA.

Payment Request: A form generated by CPTS, which is segregated between contract and non-contract amounts, presented to the PDB. Contract payments will not impact the Contingency. Non-contract payments may impact the Contingency. After authorization the form is incorporated into the Payment Requisition.

Payment Requisition: Prepared by the County, the Payment Requisition includes all items from the Payment Request as noted above, as well as any other items that may arise that are not the responsibility of the Construction Service provider, but are applicable to the project. It will be the responsibility of the GC/CM to ensure all outstanding invoices are included in the Pay Req.

Project Administrator(s): The Chair of the Project Development Board, the AOC Budget Director, and the General Manager of AOC Facilities. Approval by all three Project Administrators will be necessary to approve monies for payment by the trustee.

Project Development Board: A board of local and state-at-large members, which is created to execute the development of a court facility. A Project Development Board, during facility development, acts as the Owner's Agent and an agent for the Court of Justice.

Abbreviations

A-E: Architect-Engineer

AOC: Administrative Offices of the Courts.

AP: Rule of Administrative Procedure of the Court of Justice, which have the force and effect of law.

AP Part X: Rule of Administrative Procedure Part X.

CM: Construction Manager

GC: General Contractor.

General Manager: General Manager of Facilities (AOC). See AOC General Manager of Facilities.

PDB: Project Development Board

System Definitions and Acronyms

Administrative Procedure (Court of Justice Rules of "Administrative Procedure") (AP): Court of Justice Rules of Administrative Procedure have the force and effect of law.

Administrative Office of the Courts (AOC): The Judicial Branch of government's administrative agency, which administers judicial programs, operations, personnel, facilities, and projects.

A-E: Architect-Engineer

AOC: Administrative Offices of the Courts.

AOC General Manager of Facilities: A representative of the Chief Justice of the Supreme Court and the Director of the Administrative Office of the Courts who is authorized to take certain actions involving real property under the jurisdiction of the Judicial Branch (Court of Justice). The AOC General Manager of Facilities, within the Judicial Branch, is responsible for the development, operations and maintenance of Judicial Facilities as partially detailed in the Court of Justice Rule of Administrative Procedure Part X. This title (AOC General Manager of Court Facilities)

AP: Rule of Administrative Procedure of the court of Justice

AP Part X: Rule of Administrative Procedure Part X.

Architect: A person, company, or corporation practicing architecture as defined in KRS 323.010;

Architect-Engineer (A-E): The architectural or engineering firm which prepares or has prepared the drawings and specifications as the design service provider in accordance with rule of Administrative Procedure Part X. Also referred to as the design service provider.

Architectural Services: Any professional service involved in the practice of architecture as defined in KRS 323.010;

Certification of Payment: The Owner's Progress payment Forms.

Change Order: A written order to the Contractor approved by the Project Development Board and the AOC General Manager of Facilities and the AOC budget director issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. All proposed changed orders must be tendered with AIA Standard Documents G710 or G701/Cma with accompanying court of Justice Change Order Supplement
CM: Construction Manager.

Court of Justice Rules of Administrative Procedure (AP): Court or Justice Rules of Administrative Procedure have the force and effect of law. AP is usually followed by the Part of the rule, such as AP Part X.

Construction: The erection, installation, or assembly of a new facility; the addition, expansion, extension, alteration, conversion, rehabilitation, restoration, or replacement of an existing facility; or the relocation of a facility from one location to another. This includes equipment installed and made a part of such facility and related infrastructures, utilities, site preparation, excavation, filling, and landscaping, or other land improvements. For approval purposes, costs of such a project include all AOC funded costs, required for project completion.

Construction Manager (CM): The person or entity that provides on-site coordination and services as outlined in the Court of Justice Program Development Guide component of the Real Property Management Guide. The term Construction Manager means the Construction Manager or the Construction Manager's authorized representative.

Contract: The bid price offer of the Contractor as officially accepted by the Owner or Owner's Agent, evidenced by the executed Owner/Contractor Agreement of contract. When executed, the Contract becomes the legal relationship, duties, and obligations between the Owner and the Contractor as evidenced by the Contract Documents for the Project.

Contract Documents: The Agreement between the Owner or Owner's Agent and Contractor, the Performance and Payment Bond, the General, Supplemental and Special Conditions, the Drawings, the Specifications, all Addenda issued prior to and all modifications and Change Orders issued after execution of the contract. The Contract Documents define the contract and include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary. Whatever is required by one shall be as binding as if required by all.

Contract Sum: The sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

Contractor: A person, company, or corporation with whom the Owner or Owner's Agent has executed the contract or may be one whose sole undertaking is the sale of materials.

Court Facility: A structure (primary facility) that houses one or more functions of the Court of Justice. It includes adjacent or supporting structures (supporting facilities) and improvements. (See: Primary Facility and Supporting Facilities)

Court of Justice: The Judicial Branch of the Commonwealth of Kentucky.

Design Service Provider: The architectural or engineering firm, which prepares or has prepared the drawings and specifications as the Design Service Provider in accordance with Rule of Administrative Procedure Part X. Also referred to as the Architect- Engineer (A-E).

Direct Costs: Direct materials, direct labor, subcontract costs, and other miscellaneous costs such as bonding and equipment rentals, that are directly related to and can be specifically attributed to an individual contract.

Direct Expenses: All items of expenses directly incurred by or attributable to a specific project, assignment, or task that is directly related to and can be specifically attributed to an individual contract.

Director: Director of the Administrative Office of the Courts. The title of the position within the Judicial Branch of Government responsible for the administrative operations of the Court of Justice.

Engineering Services: Any professional service as defined in KRS 322.010(4) and (5).

Extra Work: Work not part of the existing Contract Documents which is being added to the Contract by Change Order.

Facility Construction: Facility construction includes the acquisition, construction, expansion, rehabilitation, and conversion of facilities for use by the Courts.

Final Completion: The Work is acceptable to the AOC General Manager of Facilities under the Contract Documents and the Contract is fully performed in accordance with the terms and conditions of the Contract Documents and the entire payment balance due the Contractor is due and payable.

GC: General Contractor.

General Manager: General Manager of Facilities (AOC). See AOC General Manager of Facilities.

Judicial Branch: The Judicial Branch of Government (other branches are Executive and Legislative). The head elected officer of the Judicial Branch is the Chief Justice of the Supreme Court.

Maximum annual repayment amount: The maximum aggregate total of annual payments for all bonds issued for a particular court facility in which the Court of Justice has participated.

Option: The right to purchase real estate at a specified price during a stipulated period of time.

Owner: The government agency which has legal title to the property. For project development, see Owner's Agent and Project Development Board.

Program Documents: The Document prepared or approved by the Court of Justice in conjunction with the Local Agency, which details the nature, scope, and budget of a construction project of proposed construction project.

PDB: Project Development Board

Project Development Board: A board of local and state-at-large members, which is created to execute the development of a court facility. A Project Development Board, during facility development, acts as the Owner's Agent and an agent for the Court of Justice. Project Development Board authority, duties, responsibilities, and procedures are defined and detailed in the Court of Justice Rule of Administrative Procedure Part X, Section 1, titled Construction Program Development.

Project: Any capital improvement project, study, plan, survey, or new or existing program activity of a political subdivision that requires architectural or professional engineering services and all required construction described in or reasonably inferred by the plans, specifications, and other related bid documents.

Subcontractor: The person, company or corporation having a direct contract with the Contractor for the performance of a part of the work

Substantial Completion: The date, thirty (30) days prior to Final Completion, as certified in writing by the A-E, the project is at a level of completion in strict compliance with the Contract, and necessary approval by public authorities has been granted, such that the Owner and the Court of Justice can enjoy beneficial use or occupancy and use, operate, and maintain it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete and such partial use or occupancy shall not be evidence of Substantial Completion.

State: The Commonwealth of Kentucky.

Work: Construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, administration, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor's obligations.

