

# ADDENDUM #001

DATE: Mon.03.Mar.25

PROJECT Request for Proposal for Design-Build Services  
Wellness & Athletic Center for  
COUNTY OF BOYD, KENTUCKY

TO: ALL DOCUMENT HOLDERS OF RECORD

FROM: **Justin Pruitt**

County Administrator  
*BOYD COUNTY FISCAL COURT*

The following amendments clarify, modify, change, delete from, or add to the Bidding Documents for the referenced project. Where any portion of a document, specification or drawing is modified or deleted by these amendments, the unaltered portions of the document, specification or drawing shall remain in effect.

## **REQUEST FOR PROPOSAL FOR DESIGN-BUILDING SERVICES**

**Item No. 1:** The document included in Attachment A includes clarifications and revisions to the RFP document which amends the project scope and submittal requirements. All revisions to the document in Attachment A that are associated with this addendum are highlighted in ***bold, red italics*** in the referenced attachment.

**END ADDENDUM #001**

Attachments: Attachment A: Request for Proposal for Design-Build Services (22 pages)

Copy:

- Eric Chaney; Judge Executive – Boyd County Fiscal Court
- Dave Salisbury; County Commissioner – Boyd County Fiscal Court
- Jeremy Holbrook; County Commissioner – Boyd County Fiscal Court
- Randy Stapleton; County Commissioner – Boyd County Fiscal Court



**REQUEST for PROPOSAL**

for

DESIGN-BUILD SERVICES

for a

**WELLNESS & ATHLETIC CENTER**

For

**COUNTY OF BOYD, KENTUCKY**

February 19, 2025

OWNER  
**COUNTY OF BOYD, KENTUCKY**  
2800 Louisa Street  
P.O. Box 423  
Catlettsburg, Kentucky 41129



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from  
DESIGN-BUILD CONTRACTORS  
for the  
*Wellness & Athletic Center*  
for  
BOYD COUNTY, KENTUCKY

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ADVERTISEMENT FOR REQUEST FOR DESIGN-BUILD PROPOSALS

Proposal Statements are requested from General and Trade Contractors for approval to submit bids for the Scope of Work included for the following project.

OWNER: COUNTY OF BOYD, KENTUCKY  
2800 Louisa Street  
P.O. Box 423  
Catlettsburg, Kentucky 41129

PROJECT: WELLNESS & ATHLETIC CENTER  
for  
BOYD COUNTY, KENTUCKY  
Site location is TBD

PROJECT & SCOPE  
DESCRIPTION:

The intent is to provide a complete, turn-key project including all building design and construction. The site location is TBD, therefore all sitework shall be excluded from the project at this time. The project scope of work consists of furnishing all labor, materials, services, and equipment for design, permitting, fabrication, delivery, and erection of all items for the scope of work related to the construction of a Wellness and Athletic Facility in Boyd County, Kentucky. The project shall consist of providing space for a two-story, multiuse athletic and convention facility of approximately 90,000 sf with an alternate (Additive Alternate #001) for a spectator mezzanine of approximately 8,000sf along two sides of the courts.

Parking expansion shall be provided under a separate scope of work and agreement except accessible parking for the proposed building and sealing/striping/repair of existing asphalt parking disturbed by construction shall be included in this Scope of Work.

The building program and performance criteria shall include the following:

- Space for multiuse athletic courts/space providing for 8 basketball courts, 16 volleyball courts, and 24 pickleball courts, wrestling mats, archery tournaments for ~400 shooters. Each basketball court shall be planned for two cross, volleyball courts and three pickleball courts in a court area of 84'x106' (8,904 sf) of free court space for each basketball court.
- The design and Scope of Work shall include an allowance for sports equipment of \$250,000.00. *This allowance shall include wellness equipment such as free weights and associated benches and equipment, universal weight machines, treadmills, exercise bikes, and associated equipment, etc. at the Owner's discretion.*
- Clear heights on ALL courts shall be planned for high school vertical clearance requirements (minimum of 25'-0" clear) to all obstructions (structure, lighting, ductwork, sports equipment, etc.). All *retractable and fixed* divider netting/curtains, *retractable* basketball goals (adjustable heights), *retractable* volleyball nets, etc. shall be ceiling-mounted, wirelessly-controlled and operated for raising and lowering. *This fixed equipment is not part of the allowance for sports equipment and shall be included in the Base Bid.* Base bid shall provide a free span across the court area, and a deductive *or additive* alternate (Deductive/Additive Alternate #002) shall include providing a row of columns at midspan of the court

space;

- Entry/lobby spaces and common area serving the multiuse court spaces along one side and through the center of the building accessing courts from one or two locations on the site that allow for simultaneous and potentially separate, multiuse activities/events shall be provided and entry points shall include ~~drive-up/drop-off/pick-up lanes, ticket windows, information desks, storage, concession, restrooms, green room for online media/streaming, office spaces, and second floor, observation/VIP/coaches area overlooking the courts (Alternate #001);~~
- The design shall include the spectator mezzanine of approximately 8,000 square feet (noted above as Additive Alternate #001) with adequate egress and vertical circulation which serves for viewing of the multiuse court space that connects the entry/lobby space(s) and can also accommodate tournament team areas and bag storage.
- Court spaces shall be served by overhead doors to the exterior to accommodate vehicular and equipment access;
- A facility management office suite of approximately 1,200 s.f. including reception desk, workroom, conference room, 3 offices, and a unisex restroom for staff;
- Space for circulation and building systems including mechanical, plumbing, and electrical services;
- Building shall be served by an emergency generator of adequate capacity to serve all life safety systems and heat for the entire building. (Additive Alternate #003);
- Building shall include a turf area of approximately ~~50'-115'x185'~~  
~~(~9,250sf 21,275sf)~~. This scope of work shall include the building addition to accommodate the turf area and the interior finish for the space including the artificial turf and field netting. Basis of Design for the artificial turf shall be the non-infill, Pivot turf system as manufactured by Tencate. (Additive Alternate #004). ***Turf system with infill (rubber, silica sand, or aragonite) shall not be considered.***
- Remove the restrooms disbursed through the facility to accommodate multiuse activities totaling approximately 2,300sf from the Scope fo Work (Deductive Alternate #005);
- Approximately 3,000 s.f. of storage space for athletic equipment;
- Space and equipment for horizontal and vertical circulation as required for egress and accessibility;

The building systems will be constructed as follows:

- Structural Design Criteria:**  
Applicable Building Code: Current edition adopted by authorities having jurisdiction.  
Live Loads (reduced as allowed by the Building Code)  

Roof/Snow	As required by code
Elevated Slabs	100 psf
Stairs	100 psf
Railings	Designed per code standard
Basic Wind Speed:	90 m.p.h.
- Structural Testing and Inspection:** Inspections and testing, as defined in the Building Code and specified in the Project Specifications, will be required to verify that the work has been completed in compliance with the Construction Documents. Tests and inspections shall be performed by a qualified Structural Testing / Inspection Agency hired by the Contractor.

- Material Properties:  
Reinforcement Steel: ASTM A615, Grade 60 Welded  
Wire Fabric (WWF): ASTM A185  
  
Normal Weight Concrete:  
Foundations: 3,000 psi  
Slabs-on-Grade: 4,000 psi  
Concrete Masonry Units:  
Minimum Compressive Strength, f'm: 1,500 psi
- Geotechnical Report: A geotechnical report for this project site shall be prepared as part of this Scope of Work hired by the Contractor.
- 1.0 & 2.0 Foundation/Substructure(s): The building substructure shall consist of reinforced-concrete slabs-on-grade with reinforced-concrete strip wall footings and reinforced-concrete spread column footings. If required by the geotechnical report, testing of any piles, etc. shall be provided as required by the geotechnical report.  
Minimum slab-on-grade: 6" thick w/6X6XW2.9xW2.9 WWF Minimum perimeter footing size: 2'-0" wide x 1'-0" deep w/(3)- #5's continuous and temperature & shrinkage reinforcing as required by code. Bottom of footing set at or below the frost line.
- 3.0 Superstructure(s): The building superstructures will consist of steel frame superstructures with composite steel beam/reinforced concrete slab for elevated floor slabs, and steel roof structure & steel roof deck with CMU shear walls and cross-bracing/moment frames as required. For Base Bid, the court and spectator areas shall be a single, free span with no interior columns and sloped per architectural requirements. A deductive alternate (Alternate #002) shall provide a mid-span row of columns dividing the courts space.
- 4.0 Exterior Enclosure System(s): The exterior enclosure systems will include brick veneer, cast stone, manufactured stone veneer, painted split-face CMU (with minimum 30 mil paint system), pre-finished insulated metal panels (no batt insulation w/vapor barrier on interior of wall panels), and exterior insulation finish systems (EIFS) over lobby entries. ***The enclosure of the court area shall have CMU to approximately 12'-0" above finished floor.*** Cavity walls shall employ CMU back-up (fully dampproofed w/foam-filled insulated cores) and/or fiberglass-impregnated gypsum sheathing (fully dampproofed) w/metal-stud back-up, batt insulation (R-value per energy code requirements) and primed & painted gypsum board interior finish. The exterior enclosure systems will also include fixed, glazed aluminum storefront systems and power- operated glazed overhead door systems. The exterior enclosure systems will also include electric- operated, glazed, overhead doors (glazing shall match aluminum storefront). The exterior enclosure system will also include primed and painted hollow metal doors and frames. Portions of the building may also include load-bearing and non-load bearing CMU wall construction.

- 5.0 Roofing: The roofing systems shall consist of standing-seam metal roof systems sloped to downspouts piped to the storm sewer. At drive-up/drop-off/pick-up canopies, roof structure shall be pre-fabricated, pre-engineered covers w/pre-finished, extruded aluminum decking. Note: No roof-mounted equipment shall be planned on standing-seam metal roof systems or pre-engineered metal canopy roof systems.

- 6.0 Interior Construction:

At the multipurpose court area: The interior construction shall consist of painted CMU partitions to 12'-0" above finished floor, pre-finished insulated metal wall panels greater than 12'-0" above finished floor, and painted, exposed roof structure (dry-fall). The structural system and railings for the elevated observation area shall be painted. ***All secondary framing required for support of equipment shall be included in the base bid.*** Sports flooring shall be marked for all noted sports and shall be a recessed, select grade (MFMA First) maple sports flooring system installed per manufacturers specifications including vapor barrier and providing venting and means for expansion and contraction with a minimum 4" tall, vented resilient finish base at the perimeter.

At office and other spaces: The interior construction shall consist of painted CMU partitions, primed & painted partitions of 5/8" gypsum board on 3 5/8" metal studs @ 16" o.c. min., and 2'-0"x2'-0" acoustical, panel ceiling systems. The floors shall be sealed concrete with 4" resilient base.

Stairs to the elevated observation area and second floor areas shall consist of concrete-filled, steel-pan tread stairs and painted steel railings.

Casework: Interior casework shall consist of plastic laminate finish on particle board. Countertops shall be plywood where sinks are incorporated. Hardware shall consist of brushed-aluminum, wire pulls.

Doors and hardware: Other than those indicated to include painted, hollow-metal doors, doors shall be pre-finished wood doors. Hardware shall be ADA-compliant, brushed-aluminum finish.

- 7.0 Conveying: Elevated slabs shall be accessed by a minimum of one, 2,500#, ADA compliant passenger elevators (Alternate #001);
- 8.0 Mechanical: Scope of work shall include design and construction of all building systems for HVAC including HVAC units, controls, and appurtenances as required to provide complete and functional systems. Any roof-mounted equipment shall be completely screened from view;
- Scope of work includes design and construction of all plumbing systems including all plumbing fixtures ***and kitchen equipment*** for restrooms, showers, ***warming kitchen spaces, concession spaces, therapy rooms,*** etc. as required to provide complete and functional systems.

- Scope of work shall include all fixtures, equipment, and appurtenances as required to provide a complete, code-compliant, and functional fire protection system throughout the building as required by the building occupancy meeting all codes currently adopted by the authorities having jurisdiction.
- 9.0 Electrical: Scope of work includes design and construction of all electrical systems including all panels, fixtures, emergency power (price transfer switch and generator separately) (Alternate #003), fire-alarm, low voltage, control wiring AV, security, access control, paging system, and all appurtenances as required to provide complete, code-compliant, and functional systems as required by the building occupancy meeting all codes currently adopted by the authorities having jurisdiction.
- 10.0 Special Construction: Scope of Work includes design and construction of all divider netting/curtains, basketball goals, volleyball nets, ~~baseball/softball~~ ~~eages~~. These shall all be ceiling-mounted, wirelessly-controlled and operated for raising and lowering.
- 11.0 Sitework: Sitework shall be excluded at this time until more information can be provided on the site.
- **SUMMARY OF ALTERNATES:**
  - Alternate #001 (Additive) - Mezzanine: Provide and add the second floor mezzanine, stairs, and elevator as described above.
  - Alternate #002 (Deductive/Additive) – Column Row in Court Space: Add the center row of columns to divide the free-span over the courts into two equal spans as described above. Alternate shall address the modifications to the pre-engineered metal building, the associated reinforced-concrete footings for the intermediate row of columns, and column wrap/pad safety protection.
  - Alternate #003 (Additive) – Emergency Generator: Provide emergency generator/power as described above. Provide two-part pricing; One part for the generator, and second part for the transfer switch.
  - Alternate #004 (Additive) – Artificial Turf Area: Provide the building shell and build-out for the artificial turf area defined above.
  - Alternate #005 (Deductive) – Restroom Areas: Remove the restroom spaces as described above from the Scope of Work.

SERVICES & DISCIPLINES INCLUDED:

Design: Architectural Design; Interior Design; Structural Engineering, Mechanical, Plumbing, & Electrical Engineering; Kitchen Design; Acoustics Analysis; and Audio/Visual Consulting

Construction: General Construction including all Subcontractors, Vendors, and Material Suppliers for all trades.

TYPE OF PROJECT:

This project will be contracted under a single prime contract for design-build and general construction based on a single, lump-sum bid.

Document Examination and Procurement and Deposit Requirements:

OWNER:  
BOYD COUNTY GOVERNMENT, KENTUCKY.  
2800 Louisa Street

P.O. Box 423  
Catlettsburg, Kentucky 41129  
Phone: 606.585-2014  
Fax: 606.739.5446  
e-Mail: [jpruitt@boydcountyky.gov](mailto:jpruitt@boydcountyky.gov)  
Point of Contact: Justin Pruitt, County  
Administrator

Proposal documents may be obtained from the owner:

DEPOSIT: \$0.00 to obtain one set for Proposers (also see Document 00201 – Instructions to Proposal Teams).

Teams consisting of Designers, Contractors, and Subcontractors may obtain Proposal Documents from the Owner in accordance with the Instructions to Request for Proposal Teams. See above for deposit requirements. See Document 00201 – Instructions to Proposal Teams for information on use, reproduction, and distribution of Request for Proposal Documents. Proposal Documents may not be copied, shared, posted on websites, or transmitted electronically or to plan rooms for any purpose except in preparing responses for this specific project.

A Pre-Submittal Conference will not be held.

Proposal Submittals will be received by the OWNER at the following location  
ADDRESS for PRE-QUALIFICATIONS DELIVERY

COUNTY OF BOYD, KENTUCKY  
2800 Louisa Street  
PO Box 423  
Catlettsburg, Kentucky 41129  
Until 4:00 pm Local Time: *Tuesday, March 11, 2025 Wednesday, April 2, 2025*.

Proposal Submittals sent mail should be directed to the attention of:

POINT of CONTACT: Justin Pruitt (see "Address for Proposal Submittal Delivery" above) e-mail: [jpruitt@boydcountyky.gov](mailto:jpruitt@boydcountyky.gov)

KENTUCKY CONTRACTOR'S LICENSE LAW: Contractors and Subcontractors (Trade Contractors) submitting Proposal Statements shall be properly licensed in the State of Kentucky.

BID SECURITY: Bid security in the form of a Bid Bond by the Bidder and a Surety Company authorized to transact business in the State of Kentucky equal to five percent (5%) of the bid will be required. No bidder may withdraw his bid within 9 days after the actual date of the opening thereof. Bid security will be returned to all bidders upon award of the Contract for Construction or rejection of bids.

GUARANTY BOND: A Guaranty Bond in the form of a Performance/Labor and Material Bond in an amount equal to one hundred percent (100%) of the bid contract sum will be required, and the cost shall be included in the bid.

PROPOSAL SUBMITTAL ENVELOPE REQUIREMENTS: On the face of the REQUEST FOR PROPOSAL submittal envelope, the submitting company shall present the following information:

- The Project Name
- The Submitting Company's Name, License Numbers, and License Date of Expiration
- The Date and Time that the PROPOSAL Submittals are due.
- DESIGN-BUILD CONTRACTOR'S QUALIFICATION STATEMENT: All proposers must submit a completed Contractor's Qualification Statement and/or AIA A-305 and all documents defined by Document 0040 – Design-Build Contractor's Proposal Package. Any package not accompanied by a signed and notarized Contractor's Qualification Statement will not be accepted.

- **DESIGN-BUILD CONTRACTOR'S LUMP-SUM COST AND BREAKDOWN/BACK-UP:** All proposers must submit a complete breakdown of project costs organized in CSI Division format identifying all project costs and providing a lump-sum cost for the project. Back-up information including cut-sheets, specifications, manufacturer's literature, etc. that identifies proposed building systems and confirms that all Owner's performance criteria identified herein are met must also be included.

Without this information on the face of the envelope, the Proposal Submittal will not be opened by the Owner.

The Owner reserves the right to waive formalities and to reject submittals.

**END OF SECTION 00130 – ADVERTISEMENT FOR REQUEST FOR DESIGN-BUILD PROPOSALS**

DOCUMENT 00201

INSTRUCTIONS TO DESIGN-BUILD CONTRACTORS AND SUBCONTRACTORS

PART 1: GENERAL

1.01 INTRODUCTION TO DESIGN-BUILD CONTRACTORS

- A. This request for Proposal provides interested design-build contractors with information to prepare and submit a package for consideration by Boyd County Government in Boyd County, Kentucky (Owner). To be considered a complete response, the Proposal must include the following pertaining to the included project:
  - 1. All Required Design Services for Design, Permitting, and Construction.
  - 2. General contracting.
  - 3. All Trades for sub-contracting to provide a complete, turn-key project as outlined in Document 00130.
  - 4. All Material Vendors & Suppliers to provide a complete turn-key project as outlined in Documents 00130.
  - 5. All documents and materials identified here including, but not limited to, the documents identified in Document 00130 – Advertisement Request for Proposal.
  - 6. Firm profiles, pertinent project experience within the last five years [limit to ten (10) comparable project examples], resumes, and references for Design-Build Team members.
  - 7. Completed Contractor's Qualification Statement and/or AIA Document A305 – Contractor's Qualification Statement
  - 8. Completed Document 00401 – Contractor's Request for Proposal Package which includes this page and the following three pages of this Document.
  - 9. Complete Cost Breakdown as defined in Document 00130.
- B. The project shall consist of the Scope and Services outlined in Document 00130 – Advertisement for Request for Proposal.
- C. The Request for Proposal process is intended to identify potential, Design-Build Contractors and Subcontractors for the above referenced disciplines and scopes that are qualified and experienced in projects of similar scope and complexity with which the County may, in its sole discretion, choose to accept bids for the proposed services and scope(s) of work. It is expressly understood and agreed that the submission and approval of an Request for package does not obligate the County to pursue a contract with any proposer but is required for Design-Build Contractors and Subcontractors for the identified disciplines to submit bids for this project. The Owner reserves the right to waive formalities and to reject all Request for proposal packages.

1.02 DEFINITIONS

- A. For the purpose of this Request for Proposal, the following items have the following meanings:
  - 1. "Contract" shall mean the agreement between the Owner and design-build general contractor chosen as a result of the bid process following this Request for proposal process.
  - 2. "Proposal" shall mean the written document(s) submitted to the Owner in response to this Request for Proposal.
  - 3. "Proposer" shall mean a design-build contractor or subcontractor, properly licensed to perform the services proposed, submitting a Proposal in

response to this Request for Proposal.

4. "Owner" shall mean the Boyd County Government for Boyd County, Kentucky, acting by and through the Boyd County, Kentucky Public Properties Corporation.

1.03 REQUEST FOR PROPOSAL DOCUMENT

A. Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the Owner's knowledge, the information provided is accurate. The Owner, however, does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this Request for Proposal.

1.04 FORMAT AND DEADLINE FOR SUBSTITUTIONS, REQUEST FOR INFORMATION, OR CLARIFICATIONS

A. Neither oral clarifications nor e-mails affecting the Scope of the Work for this project shall be binding. All addenda issued by the Owner shall become part of this Request for Proposal and will be provided to all registered Proposers based upon the contact information provided at the time of registration.

B. Substitutions, requests for information, and clarifications to the Request for Proposal Document must be submitted in writing via e-mail, fax, hand-delivery, or mail no later than the following deadline:

1. ~~Wednesday, March 5, 2025 @ 4:00 pm~~ **Thursday, March 27, 2025 @ 4:00 pm.**
2. During the review of the Request for Proposal or preparation of the Request for Proposal response, if a Proposer discovers any errors, omissions, or ambiguities within the Documents, they should request clarification in writing to the Owner. All questions and correspondence/inquiries must be submitted in writing, fax, or via e-mail to the Owner. All inquiries received prior to the above-referenced deadline requiring clarification/response will be issued in an addendum to all registered recipients of this Request for Proposal.
3. PLEASE NOTE: All communication between Proposers and the Owner shall be coordinated through the Owner's Point of Contact. Keeping the Owner in the loop on team communication will allow us to manage questions and timely responses and will help ensure that all companies responding to this Request for Proposal are working from the same information

C. If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided.

1.05 ASSIGNMENT OF CONTRACTUAL RIGHTS

A. It is agreed that any Contract resulting from this Request for Proposal process for any contractor or subcontractor shall not be assigned, transferred, conveyed, and/or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The company shall be an independent service provider for all purposes and no agency, either expressed or implied, shall exist.

1.06 LABELING OF PROPOSAL PACKAGES

A. The packages shall be labeled as outlined in Document 001 30 – Advertisement for Request for Proposal.

1.07 CONDITIONS OF SUBMITTALS

A. The proposal must be signed by a duly-authorized official for the submitting firm.

B. No submittal will be accepted from any persons, firms, or corporations that are in arrears for any obligation to the Owner, or that otherwise may be deemed irresponsible or unresponsive by the Owner.

C. Only one Proposal will be accepted from any company or corporation.

1.08 INDEMNITY

A. Any pre-qualified design-build contractor or subcontractor agrees to defend, indemnify, and hold the Owner harmless from any and all causes of action or claims arising out of or related to the contractor's or subcontractor's performance on this subsequent project.

1.09 REJECTION OF PRE-QUALIFICATION PACKAGES

A. The Owner reserves the right to reject, at any time and for any reason, any and all Proposals received as a result of this Request for Proposal. The Owner's intent is to enter into a single prime Contract with a general contractor prequalified as a result of this Request for Proposal. It is also the intent that the Subcontracts for the Scopes of Work for 1.01.A.2 through 1.01.A.6 will be performed by Subcontractors pre-qualified as a result of this Request for Proposal under a subcontract with the prequalified, design-build general contractor who is the successful proposer in the subsequent Request for proposal process for this project. If, however, after reviewing the submittals, the Owner determines that the Owner should not enter into any Contracts, or to enter into a partial or different contract from the Contract contemplated by this Request for Proposal, the Owner will act in accordance with what the Owner determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the Owner, and by submitting a Proposal, acknowledges the Owner's right to exercise its discretion in this regard without any right of recourse by the Proposer.

1.10 PROPOSAL EVALUATION

A. Any Proposal that has not met the completeness that is required, as set forth to this Request for Proposal, may be rejected. The Proposals will evaluated and the Proposal selected will be decided based on the best evaluated proposal based on the following factors:

1. Price;
2. Documented experience with the design and construction of this type of Project;
3. Financial stability of the company (any proprietary financial information about the company may be provided to the County in a separate sealed envelope marked "confidential" as part of the RFP submission);
4. References from owners and operators of other similar projects the company and its respective team members have undertaken;
5. Safety score of the bidder based on a standard EMR ratings as provided by the company;
6. Value added services that the company will provide to the County during and after the design and construction of the Project;

1.11 DISCLOSURE, OWNERSHIP OF PROPOSAL CONTENTS, AND CONFIDENTIALITY

A. Technical and detailed information provided in Proposals will be held in confidence and will not be disclosed, revealed, or discussed except as required under public records requests. The Proposal of the selected Proposer will become the basis for any contract entered into and will become subject to the Owner's provision on public access to records and information.

B. To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The Owner will not reveal any such information to any third party, unless required to do so by law.

**1.12 PROPOSER/DESIGN-BUILD CONTRACTOR**

- A. The decision to accept the proposal for the subsequent project will be made on the basis of the Proposer's overall ability to perform and respond to the Request for Proposal requirements to prove a high level of competence combined with the overall cost. Special emphasis will be placed upon capabilities of the Proposer's experience with completing projects of similar size, type, and complexity.
- B. It is the intent that Design-Build General Contractors will not be considered after this Request for Proposal process.
- C. The Design-Build General Contractor shall be responsible for all design, actions, workmanship, performance, and payment for all of their Subcontractors, including those prequalified as part of this process.
- D. On-site Supervision: The Design-Build General Contractor shall provide a full-time superintendent (employee of the general contractor) on site to manage this project. This person shall be the point-of-contact for the design team, the Owner, and the subcontractors on site to streamline the coordination of the work

**1.13 PROPOSER/SUBCONTRACTOR**

- A. It is intended that a single, design-build general contractor have total responsibility for the subsequent project outlined herein. It is also the intent that design-build general contractors will accept subcontract bids from the subcontractors included in this Request for Proposal submittal.
- B. It is the intent that Subcontractors will not be added after this Request for Proposal process without written explanation and approval by the Owner.

**1.14 BONDING**

- A. The subsequent bidding for this project shall require a 5% Bid Bond issued by a surety or a certified company check for the 5% of the Bid Bond.
- B. The subsequent project shall require a 100% Performance and Labor and Materials Payment Bond following and using AIA Document A311, Performance and Labor and Materials Payment Bond.
- C. Proposer shall be bondable for any single project up to \$75M and an aggregate capacity of \$200M.

**1.15 OWNER/DESIGN-BUILDER AGREEMENT AND INSURANCE REQUIREMENTS**

- A. OWNER/DESIGN-BUILDER AGREEMENT:
  1. The subsequent project shall be contracted using the AIA A141-2014, Standard Form of Agreement Between Owner and Design Builder.
- B. INSURANCE REQUIREMENTS:
  1. CONTRACTOR'S LIABILITY INSURANCE

- a. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - i. Premises-Operations (including X, C and U coverages as applicable).
  - ii. Independent Contractors' Protective.
  - iii. Products and Completed Operations.
  - iv. Personal Injury Liability with Employment Exclusion deleted.
  - v. Contractual, including specified provision for Contractor's obligation as follows:
    - 1. The Contractor will hold harmless the Owner, the Architect, Architect's Consultants and their agents and employees from all liability, loss or expense, including but not limited to, attorney fees arising out of claims by subcontractors or suppliers of any material or equipment for installation or incorporation in the Work, including any items especially designed or fabricated for the Work or for tools or equipment rented or leased for the Work.
    - vi. Owned, non-owned and hired motor vehicles.
    - vii. Broad Form Property Damage including Completed Operations.
- b. If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified following Subparagraph 9.10.2.
- c. The limits for Worker's Compensation and Employer's Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:
  - i. State: Statutory.
  - ii. Applicable Federal (e.g., Longshoremen's): Statutory.
  - iii. Employer's Liability:
    - \$1,000,000.00 per Accident.
    - \$1,000,000.00 Disease, Policy Limit.
    - \$1,000,000.00 Disease, Each Employee.
- d. The limits of Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards) shall be as follows:
  - i. \$1,000,000.00 Each Occurrence.
  - ii. \$1,000,000.00 General Aggregate.
  - iii. \$1,000,000.00 Personal and Advertising Injury.
  - iv. \$1,000,000.00 Products-Completed Operations Aggregate to be maintained for 2 years after final payment.
  - v. Property Damage Liability Insurance shall provide X, C, and U coverage.
  - vi. Personal Injury Coverage shall have Employment Exclusion deleted.
  - vii. Broad Form Property Damage Coverage shall include Completed Operations.
  - viii. If the General Liability coverages are provided by a Commercial Liability policy, the:
    - (a) General Aggregate shall be not less than \$1,000,000.00, and it shall apply, in total, to this Project only.
    - (b) Fire Damage Limit shall be not less than \$1,000,000.00 on any one Fire.
    - (c) Medical Expense Limit shall be not less than \$1,000,000.00 on any one person.
- e. Automobile Liability insurance (owned, non-owned, and hired vehicles) for bodily injury and property damage:

- i. \$1,000,000.00 Each Accident.
- f. Umbrella or Excessive Liability coverage:
  - i. \$1,000,000.00 over primary insurance
  - ii. \$1,000,000.00 retention for self-insured hazards each occurrence
- g. If this insurance is written on a Comprehensive General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715TM-1991, Instructions Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- h. Any subcontractor of the Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of the Contractor and comply with all provisions of this Article.

2. PROPERTY INSURANCE

- i. The Owner, Boyd County Government, will provide Property Insurance for the Completed Value of the project.

PART 2: PRODUCTS

- A. Not used.

PART 3: EXECUTION

- A. Not used.

**END OF DOCUMENT 00201 - INSTRUCTIONS TO DESIGN-BUILD CONTRACTORS AND SUBCONTRACTORS**

# DOCUMENT 00401

## DESIGN-BUILD CONTRACTOR'S PROPOSAL PACKAGE

### PART 1: GENERAL

#### 1.01 DESIGN-BUILD CONTRACTOR'S PROPOSAL PACKAGE

- A. A design-build contractor's proposal package shall be submitted and shall include the following to be accepted by the Owner for the project herein:
  - 1. All Required Design Services for Design, Permitting, and Construction including Geotechnical Engineering and Surveying.
  - 2. General contracting.
  - 3. All Trades for sub-contracting to provide a complete, turn-key project as outlined in Document 00130.
  - 4. All Material Vendors & Suppliers to provide a complete turn-key project as outlined in Documents 00130.
  - 5. All documents and materials identified here including, but not limited to, the documents identified in Document 00130 – Advertisement Request for Proposals.
  - 6. Firm profiles, pertinent project experience within the last five years [limit to ten (10) comparable project examples], resumes, and references for Design-Build Team members.
  - 7. Completed Contractor's Qualification Statement and/or AIA Document A305 – Contractor's Qualification Statement or Contractor's Qualification
  - 8. Completed Document 00401 – Contractor's Proposal Package which includes this page and the following three pages of this Document.
  - 9. Complete Cost Breakdown as defined in Document 00130.
- B. Each proposal submission package shall include two (2) hard copies and two (2) electronic copies (on CD-Rom or Flash Drive) of the following. Follow-up copies may be submitted via e-mail to the Point of Contact identified in Document 00130.
- C. Submission packages missing either of the fully completed items identified in paragraph 1.01.B. shall be considered incomplete and shall not be considered by the Owner.

### PART 2: PRODUCTS

#### 2.01 PRODUCTS

- A. Not used.

### PART 3: EXECUTION

#### 2.02 PRODUCTS

- A. Not used.

**END OF DOCUMENT 00401 – CONTRACTOR'S PROPOSAL PACKAGE**

1. GENERAL INFORMATION

A. Submitted by (Company Information):

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Telephone Number: \_\_\_\_\_

Company Fax Number: \_\_\_\_\_

Company Point of Contact: \_\_\_\_\_

Company e-mail Address: \_\_\_\_\_

B. Have members of this organization operated under former names/businesses? If "yes," list name, type of entity and names of Contractor, owners or partners. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Other than the officers listed on the Contractor's Qualification Statement/AIA-305 document, how many full- time office employees does your company employ? \_\_\_\_\_

D. How many full-time, permanent field employees does your company employ? \_\_\_\_\_

2. EXPERIENCE

A. Please list the type and number of similar recreational/convention/event center projects your firm has designed and constructed which were subject to the Owner Guidelines and other regulatory agency construction requirements:

Type \_\_\_\_\_ Number \_\_\_\_\_

New Construction: Sports \_\_\_\_\_

New Construction: Convention \_\_\_\_\_

Renovations: Sports \_\_\_\_\_

Renovation: Convention \_\_\_\_\_

B. Section 3.5 of the AIA Document A305 requires a list of projects your organization has completed in the last five years. Include on Contractor's Qualification Statement if submitted in lieu of AIA Document A305.

C. Has your company ever been adjudged in or FILED a petition for bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

D. Within the last five (5) years, has your company been assessed liquidated damages or has a client elected not to assess liquidated damages against your company for failure to complete a project within the contractually allotted time? Yes  No

E. Within the last three (3) years, has your company received a final order for willful and/or repeated violation(s) issued by the United States Occupational Safety and Health Administration (OSHA) or any other governmental agency? Yes  No

F. Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your company? Yes  No

G. On a separate page, briefly describe your approach to project scheduling, monitoring, and control to ensure that all safety measures are being employed and that the project will be completed in a timely manner. Include how your company will keep the Owner and Architect informed of any and all concerns related to the schedule.

H. Does your firm have a written quality control program that would be available upon request? Yes  No

I. **Change Order History:** Describe in an attachment each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

3. FINANCIAL

A. Has your bonding company changed in the last 3 years? Yes  No   
If, "yes", explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Is your surety company authorized to transact business in Kentucky? Yes  No

C. What is the total bonding capacity of your firm? \_\_\_\_\_

D. What is your current bond amount in use? \_\_\_\_\_

E. What is the individual job bonding capacity of your firm? \_\_\_\_\_

F. What is the maximum you have bonded on any single project? \_\_\_\_\_

G. What is your average annual volume for the past five years? \_\_\_\_\_

H. What is your company's current backlog (total value of work in progress and under contract)? \_\_\_\_\_

I. In a separate sealed envelope marked "confidential" provide information concerning the company's financial status and its financial ability to undertake the Project.  
\_\_\_\_\_

4. EMPLOYEE QUALIFICATION

- A. On a separate page, provide an organizational chart of project personnel you plan to assign to the project for which you are prequalifying.
- B. Include resumes of your key personnel who you project to staff this project. Provide at least three (3) project-related references for each proposed team member. Include a resume for the project manager and the project field superintendent.
- C. On a separate page provide a list the names of third professionals, engineers, architects, etc., that you plan to contract with for this Project and their related experience with this type of Project.
- D. On a separate page provide names and contact information for the operators of similar facilities that you have completed within the last five (5) years.
- E. On a separate page please provide what other services the Company will provide to the County related to the Project, referred to a "Value Added Services".

5. SAFETY

- A. Provide a 4 year history of your company's Workers' Compensation Experience Modification Factor (EMR).

<u>YEAR</u>	<u>EMR</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Does your company have a written safety program that would be available upon request? Yes        No
- C. On a separate sheet, list all incidents that occurred during the past four (4) years where there was property damaged or where anyone (other than one of your employees) was injured during the period that you were working on a jobsite. This list should only list damages or injuries that were attributable to your company or one of your sub-contractors.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. This form shall serve as an addendum to and extension of the required Contractor's Qualification Statement and/or AIA Document A305.

COMPANY NAME: \_\_\_\_\_

BY (authorized signature): \_\_\_\_\_

BY (please print): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If by a corporation, this document must have the signature required by its bylaws.

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
13931344.3

**DOCUMENT 00501**

**AGREEMENT FORM**

**PART 1: GENERAL**

**1.01 CONTRACT:**

A. AIA Document A141-2014, "Standard Form of Agreement Between Owner and Design-Builder" where the basis of payment is a stipulated sum, will be used.

**END OF DOCUMENT 00501 – AGREEMENT FORM**