

## **APPENDIX A - References**

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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.

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## Appendix B – Terms, Abbreviations, and Statutes

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### 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 (OFCl):** 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 (OFOL):** 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**

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- 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.

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Financial Advisor

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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 deviate from the Standard Fee Schedule, even if lower, will not be accepted.

#### IV. Fee Schedule

<p style="text-align: center;"><b>Commonwealth of Kentucky</b> <b>Court of Justice</b></p> <p style="text-align: center;"><b>Maximum Allowable Fee Schedule</b> for <b>Services and Expenses of Financial Advisor</b></p> <p><u>Proposal fees shall not exceed:</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> \$11 per \$1,000 on the first \$1 million,</li><li><input type="checkbox"/> \$10 per \$1,000 on the second million, and</li><li><input type="checkbox"/> \$ 6 per \$1,000 on anything over \$2 million.</li><li><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,</li><li><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.</li></ul>
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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 purchases 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**

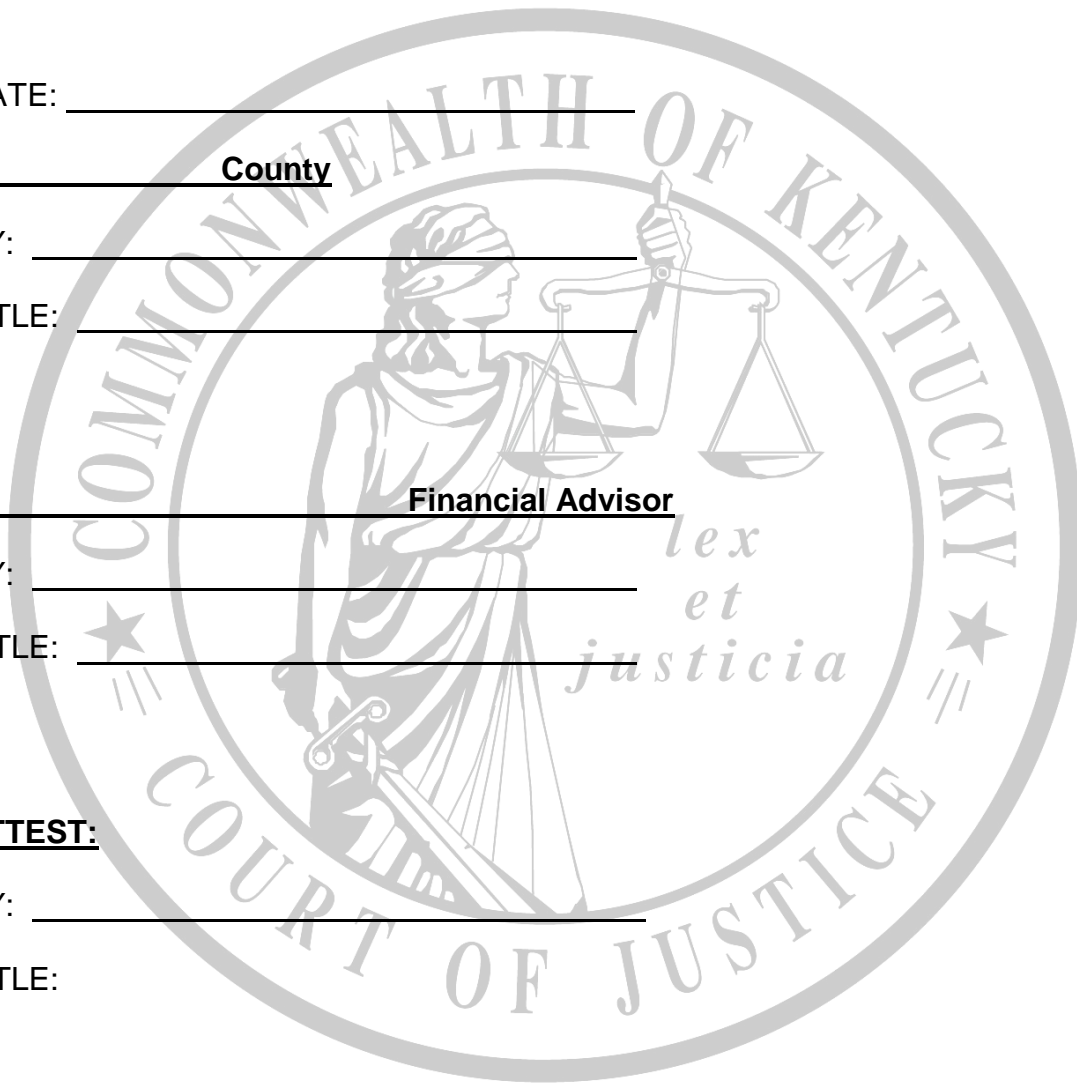
BY: \_\_\_\_\_

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
<b>Sources of Funds</b>				
Par Amount of Bonds:				
Equity Contribution (if project is not solely funded by the AOC):				
Other				
Total				
<b>Uses of Funds</b>				
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 construction.

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)	10	
2	Individual Team Members & Consultants	10	
3	Current Work Load & Project Timeline	10	
4	Experience (similar size/scope projects)	10	
5	Knowledge of Court Facilities	10	
6	Change Order History	10	
7	Budget Compliance History	10	
8	Presentation	10	
Totals		80	

\* 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 80-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)	10	
2	Staff and Personnel Resources	10	
3	Labor Pool and Training Resources	10	
4	Experience (similar size/scope projects)	10	
5	Knowledge of Court Facilities	10	
6	Change Order History	10	
7	Budget Compliance History	10	
8	Presentation	10	
Totals		80	

\* 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 80-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)	10	
2	Firm's Compliance with Court of Justice Rules of Administrative Procedure	10	
3	Experience (similar size/scope projects)	10	
5	Knowledge of Court Facilities Financing	10	
6	Firm's willingness to solicit local/regional Bank participation for interim financing.	10	
7	Firm's willingness to publicly advertise and solicit bids for lowest cost.	10	
8	Presentation	10	
Totals		80	

\* Score within Point Value range, with higher scores being more qualified and lower scores being less qualified. Possible 80-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

Invoice \_\_\_\_\_ Date: \_\_\_\_\_  
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: \_\_\_\_\_



# Commonwealth of Kentucky Court of Justice

## Court Facilities Project Budget Worksheet for the \_\_\_\_\_

	<u>Project Authorization</u>	<u>Phase A Estimate</u>	<u>Phase B Estimate</u>	<u>Phase C Estimate</u>	<u>Contract Amount</u>	<u>Final Cost</u>
a. Court Ratio of Building . . . . .	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
b. Building Gross Square Feet . . . . .	_____ SF	_____ SF	_____ SF	_____ SF	_____ SF	_____ SF
c. Land and Right of Way . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
d. Site Survey/Prep (non-construction) \$	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
e. Project Design . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
f. Construction Costs (Total) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 1. General Requirements and Conditions . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 2A. Demolition (not including item d. above). . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 2B. Site Construction (not incl. item d. above) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 3. Concrete . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 4. Masonry . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 5. Metals . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 6. Woods and Plastics (Carpentry) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 7. Thermal and Moisture Protection . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 8. Doors, Windows, and Hardware . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 9. Finishes . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 10. Specialties (Casework & Fixed Furnishings) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 11. Equipment . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 14. Conveying Equipment (Elevators, Escalators) \$	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 15A. Mechanical, HVAC . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 15B. Mechanical, Plumbing . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 15C. Mechanical, Fire Protection . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Div. 16. Electrical . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction Management (if applicable) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
g. Financing Costs (incl. all fees) . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
h. Commo/Network Infrastructure . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
i. Contingency . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
j. Div. 12. Furnishings (other funds) \$	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL COST . . . . .	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

## 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**

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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**

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**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:

Coverage	Limits
<b>Professional Liability (A-E &amp; Survey, Analysis, &amp; Testing Service Providers)</b>	\$1 million per occurrence, \$2 million aggregate
<b>CM, GC and Trade Contractors' Liability</b>	100% Payment & Performance Bonding
<b>General Liability</b>	\$1 million per occurrence, \$2 million aggregate
<b>Worker's Compensation</b>	Statutory
<b>Employer's Liability (All)</b>	\$ 500,000.00
<b>Builder's Risk Insurance*</b>	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):

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**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: \_\_\_\_\_

**KCJ Facilities Form G701S**

## APPENDIX F – Design Review Checklist

KCJ Facilities Form CL01

### DESIGN CHECKLIST

#### ARCHITECTURAL AND STRUCTURAL

	<u>Phase A</u>	<u>Phase B</u>
<b>Review Specification For:</b>		
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 .....	_____	_____
<b>Review Building Plans For:</b>		
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.....	_____	_____
 <b>Prepare Building Space Calculations:</b>		
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.....	_____	_____
 <b>Check Estimate for Excess Items.....</b>	_____	_____
 <b>Check for Compliance with Preliminary</b>		
<b>Comments.....</b>	<u>N.A.</u>	_____
 <b>Check for Inclusion of Repair Work in</b>		
<b>Modification Projects.....</b>	_____	_____
 <b>Check for Inclusion of Appropriate</b>		
<b>Additives/Alternates.....</b>	<u>N.A.</u>	_____
 <b>Check for Compliance with Guidance on</b>		
<b>Bidding Procedures.....</b>	<u>N.A.</u>	_____

**GENERAL/CIVIL**

	<b><u>Phase A</u></b>	<b><u>Phase B</u></b>
<b>Review Site Plan For:</b>		
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.....	_____	_____
<b>Review Supporting Documentation:</b>		
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 .....	_____	_____
<b>Check Site Preparation For:</b>		
Definition of Bid Item.....	_____	_____
Estimate versus Authorized Cost.....	_____	_____
<b>Check Fine Grading and Seeding For:</b>		
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
<b>Check Planting For:</b>		
Solar Shading, if justified.....	_____	_____
Estimated Versus Authorized Cost.....	_____	_____

**DESIGN CHECKLIST**

	<u>Phase A</u>	<u>Phase B</u>
<b>Prepare Exterior Area Calculations:</b>		
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.....	_____	_____
<b>Check Official Vehicle Parking Areas For:</b>		
Actual versus Authorized Scope.....	_____	_____
Screening from Public View .....	_____	_____
Cross-Section.....	_____	_____
Surfacing.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
<b>Check Secure Staff Parking For:</b>		
Actual versus Authorized Scope.....	_____	_____
Screening from Public View .....	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
<b>Check Public Parking For:</b>		
Actual versus Authorized Scope.....	_____	_____
Accessibility .....	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
<b>Check Ramps/Aprons For:</b>		
Actual versus Authorized Scope.....	_____	_____
Accessibility .....	_____	_____
Cross-Section.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
<b>Check Security Fencing/Barriers For:</b>		
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorizing Cost.....	_____	_____
<b>Check Access Road For:</b>		
Actual versus Authorized Scope.....	_____	_____
Cross-Section.....	_____	_____
Width.....	_____	_____
Functional Arrangement.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____

	<u>.Phase A</u>	<u>Phase B</u>
<b>Sidewalks:</b>		
Actual versus Authorized Scope.....	_____	_____
Cross-Section.....	_____	_____
Width.....	_____	_____
Steps and Handrails.....	_____	_____
Ramps.....	_____	_____
Estimated versus Authorized Costs.....	_____	_____
<b>Heating Fuel Storage/Dispensing Systems (if applicable):</b>		
Rigid Pads.....	_____	_____
Access Roads.....	_____	_____
Utility Connections.....	_____	_____
Environmental Protection.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
Tank Sizing.....	_____	_____
Letter to and from HBC approving system design.....	_____	_____
<b>Unheated Storage Building (if applicable):</b>		
Actual versus Authorized Scope.....	_____	_____
Interior Height.....	_____	_____
Type of Construction/Finish.....	_____	_____
Electric Service.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
<b>Flammable or Hazardous Material Storage Area:</b>		
Actual versus Authorized Scope.....	_____	_____
Type of Construction/Finish.....	_____	_____
Heating/Ventilation.....	_____	_____
Interior Height.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
<b>Utility Connections:</b>		
Actual versus Authorized Scope (Direct Run to Street).....	_____	_____
Size and Type of Piping.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
<b>Storm Drainage Structures (if applicable):</b>		
In Site Preparation.....	_____	_____
Actual versus Authorized Scope.....	_____	_____
Estimated versus Authorized Cost.....	_____	_____
<b>Review Specifications For:</b>		
Selection of Materials and Methods.....	_____	_____
Proprietary Procurement.....	_____	_____
<b>Review Estimate For:</b>		
Excess Items .....	_____	_____
Total Estimate versus Total Authorizations.....	_____	_____
<b>Compliance with Preliminary Comments.....</b>	<u>N.A.</u>	_____



APPENDIX F

DESIGN CHECKLIST

MECHANICAL

	<u>Phase A</u>	<u>Phase B</u>
<b>Review Specifications For Selection of Materials and Methods, Proprietary Procurement, Special Equipment, Equipment Sizing.....</b>	_____	_____
<b>Review Heating/Ventilation/Air Conditioning Systems For:</b>		
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.....	_____	_____
<b>Review of Plumbing and Drain Systems For:</b>		
Economy of Layout.....	_____	_____
Selection of Materials.....	_____	_____
Size of Piping.....	_____	_____
Number/Type of Fixtures (where stipulated by Criteria).....	_____	_____
Inclusion of Sprinkler Protection.....	_____	_____
<b>Check Estimate for Excess Items.....</b>	_____	_____
<b>Check for Compliance with Preliminary Comments.....</b>	<u>N.A.</u>	_____

**APPENDIX F**

**DESIGN CHECKLIST**

**ELECTRICAL**

	<b><u>Phase A</u></b>	<b><u>Phase B</u></b>
<b>Review Specifications For Selection of Materials Methods, Proprietary Procurement, Special Equipment, Sizing Equipment Sizing.....</b>	_____	_____
<b>Review Interior Electrical System Drawings For:</b>		
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.....	_____	_____
<b>Review Exterior Electric Drawings For:</b>		
Economy of Layout of Security Lighting.....	_____	_____
<b>Review IDS/ISS Design For:</b>		
Compliance with Authorized/Scope.....	_____	_____
Compliance with AOC Guidance.....	_____	_____
<b>Check Estimate For Excess Items.....</b>	_____	_____
<b>Check for Compliance with Preliminary Comments.....</b>	<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**

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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	066 Military Design Standards, Government and Industry Design Standards
002 Aerial Photogrammetry	067 Mining and Mineralogy
003 Agriculture Development, Grain Storage, Farm Mechanization	068 Missile Facilities (Silos, Fuels, Transport)
004 Air Pollution Control	069 Modular Systems Design, Pre-Fabricated Structures or Components
005 Airports: navajds, airport lighting, aircraft fueling	070 Naval Architecture, Off-Shore Platforms
006 Airports: terminals, hangars, freight handling	071 Ordinance, Munitions, Special Weapons
007 Arctic Facilities	075 Petroleum Exploration, Refining
008 Auditoriums and Theaters	076 Petroleum and Fuel Storage and Distribution
009 Automation: controls, instrumentation	077 Pipelines (Cross Country Liquid and Gas)
010 Barracks and Dormitories	078 Planning (Community, Regional, Areawide, and State)
011 Bridges	079 Planning (Site, Installation, and Project)
012 Cemeteries	080 Plumbing and Piping Design
013 Chemical Processing and Storage	081 Pneumatic Structures, Air-Supported Buildings
014 Churches and Chapels	082 Postal Facilities
015 Codes, Standards, Ordinances	083 Power Generation, Transmission, Distribution
016 Cold Storage, Refrigeration, Fast Freeze	084 Prisons and Correctional Facilities
017 Commercial Low Rise Building, Shopping Centers	085 Product, Machine and Equipment Design
018 Communications Systems, TV, Microwave	086 Radar, Sonar, Radio and Radar Telescopes
019 Computer Facilities, Computer Service	087 Railroad, Rapid Transit
020 Conservation and Resource Management	088 Recreational Facilities (Parks, Marinas, Etc.)
021 Construction Management	089 Rehabilitation (Buildings, Structures, Facilities)
022 Corrosion Control, Cathodic Protection, Electrolysis	090 Resource Recovery, Recycling
023 Cost Estimating	091 Radio Frequency Systems and Shieldings
024 Dams, Concrete	092 Rivers, Canals, Waterways, Flood Control
025 Dams (Earth & Rock), Dikes, Levies	093 Safety Engineering, Accident Studies, OSHA Studies
026 Desalinization (Process & Facilities)	094 Security Systems, Intruder and Smoke Detection
027 Dining Halls, Clubs, Restaurants	095 Seismic Designs and Studies
028 Ecological and Archeological Investigations	096 Sewage Collection, Treatment and Disposal
029 Educational Facilities, Classrooms	097 Soils and Geologic Studies (Foundations)
030 Electronics	098 Solar Energy Utilization
031 Elevators, Escalators, People-Movers	099 Solid Wastes, Incineration, Land Fill
032 Energy Conservation, New Energy Sources	100 Special Environments, Clean Rooms, Etc.
033 Environmental Impact Studies, Assessments or Statements	101 Structural Design, Special Structures
034 Fallout Shelters, Blast-Resistant Design	102 Surveying, Platting, Mapping, Flood Plain Studies
035 Field Houses, Gyms, Stadiums	103 Swimming Pools
036 Fire Protection	104 Storm Water Handling and Facilities
037 Fisheries, Fish Ladders	105 Telephone Systems
038 Forestry and Forest Products	106 Testing and Inspection Services
039 Garages, Vehicle Maintenance Facilities, Parking Structures	107 Traffic and Transportation Engineering
040 Gas Systems (Propane, Natural, Etc.)	108 Towers (Self Supported & Guyed Systems)
041 Graphic Design	109 Tunnels and Subways
042 Harbors, Jetties, Piers, Terminal Facilities	110 Urban Renewals, Community Development
043 Heating, Ventilating, Air Conditioning (HVAC)	111 Utilities
044 Health Systems Planning	112 Value Analysis, Life-Cycle Costing
045 Highrises (Air-Rights-Type Buildings)	113 Warehouses and Depots
046 Highways, Streets, Airfield Paving, Parking Lots	114 Water Resources, Hydrology, Ground Water
047 Historical Preservation	115 Water Supply, Treatment and Distribution
048 Hospital and Medical Facilities	116 Wind Tunnels, Research/Testing Facilities Design
049 Hotels and Motels	117 Zoning, Land Use Studies
050 Housing (Residential, Multi-Family, Apartments, Condominiums)	201 _____
051 Hydraulics and Pneumatics	202 _____
052 Industrial Buildings, Manufacturing Plants	203 _____
053 Industrial Processes, Quality Control	204 _____
054 Industrial Waste Treatment	205 _____
055 Interior Design, Space Planning	
056 Irrigation and Drainage	
<b>057 Judicial and Courtroom Facilities</b>	
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	

# 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: ☐ Parent Company ☐ 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**

☐ Corporation

☐ Partnership\*

☐ Joint Venture\*

☐ Sole Proprietor

☐ Small Disadvantaged Business

☐ Small Business

☐ Minority-Owned Business

☐ Woman Owned Business

\* Name/percent of other party: \_\_\_\_\_ / \_\_\_\_\_%

**5. Personnel by Discipline:** *(list each person only once, by primary function)*

Total Personnel: \_\_\_\_\_

\_\_\_ Administrative

\_\_\_ Architects *(Registered)*

\_\_\_ 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

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

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

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

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

**6. Summary by Professional Service Fees Received** (last three calendar years):

	Year _____	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-Built 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-Built 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-Built Cost: \$ \_\_\_\_\_

(4) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(5) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(6) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(7) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(13) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(14) 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: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(15) 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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**9. Current Major Projects**

(1) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(2) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(3) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(4) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(5) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(6) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Profile Code: \_\_\_\_\_ Experience Code: \_\_\_\_\_ Anticipated Construction Completion Date: \_\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ SF Primary Facility Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Supporting Facilities Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Total Budget: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**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: \_\_\_\_\_





## 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	066 Military Design Standards, Government and Industry Design Standards
002 Aerial Photogrammetry	067 Mining and Mineralogy
003 Agriculture Development, Grain Storage, Farm Mechanization	068 Missile Facilities (Silos, Fuels, Transport)
004 Air Pollution Control	069 Modular Systems Design, Pre-Fabricated Structures or Components
005 Airports: navajds, airport lighting, aircraft fueling	070 Naval Architecture, Off-Shore Platforms
006 Airports: terminals, hangars, freight handling	071 Ordinance, Munitions, Special Weapons
007 Arctic Facilities	075 Petroleum Exploration, Refining
008 Auditoriums and Theaters	076 Petroleum and Fuel Storage and Distribution
009 Automation: controls, instrumentation	077 Pipelines (Cross Country Liquid and Gas)
010 Barracks and Dormitories	078 Planning (Community, Regional, Areawide, and State)
011 Bridges	079 Planning (Site, Installation, and Project)
012 Cemeteries	080 Plumbing and Piping Design
013 Chemical Processing and Storage	081 Pneumatic Structures, Air-Supported Buildings
014 Churches and Chapels	082 Postal Facilities
015 Codes, Standards, Ordinances	083 Power Generation, Transmission, Distribution
016 Cold Storage, Refrigeration, Fast Freeze	084 Prisons and Correctional Facilities
017 Commercial Low Rise Building, Shopping Centers	085 Product, Machine and Equipment Design
018 Communications Systems, TV, Microwave	086 Radar, Sonar, Radio and Radar Telescopes
019 Computer Facilities, Computer Service	087 Railroad, Rapid Transit
020 Conservation and Resource Management	088 Recreational Facilities (Parks, Marinas, Etc.)
021 Construction Management	089 Rehabilitation (Buildings, Structures, Facilities)
022 Corrosion Control, Cathodic Protection, Electrolysis	090 Resource Recovery, Recycling
023 Cost Estimating	091 Radio Frequency Systems and Shieldings
024 Dams, Concrete	092 Rivers, Canals, Waterways, Flood Control
025 Dams (Earth & Rock), Dikes, Levies	093 Safety Engineering, Accident Studies, OSHA Studies
026 Desalinization (Process & Facilities)	094 Security Systems, Intruder and Smoke Detection
027 Dining Halls, Clubs, Restaurants	095 Seismic Designs and Studies
028 Ecological and Archeological Investigations	096 Sewage Collection, Treatment and Disposal
029 Educational Facilities, Classrooms	097 Soils and Geologic Studies (Foundations)
030 Electronics	098 Solar Energy Utilization
031 Elevators, Escalators, People-Movers	099 Solid Wastes, Incineration, Land Fill
032 Energy Conservation, New Energy Sources	100 Special Environments, Clean Rooms, Etc.
033 Environmental Impact Studies, Assessments or Statements	101 Structural Design, Special Structures
034 Fallout Shelters, Blast-Resistant Design	102 Surveying, Platting, Mapping, Flood Plain Studies
035 Field Houses, Gyms, Stadiums	103 Swimming Pools
036 Fire Protection	104 Storm Water Handling and Facilities
037 Fisheries, Fish Ladders	105 Telephone Systems
038 Forestry and Forest Products	106 Testing and Inspection Services
039 Garages, Vehicle Maintenance Facilities, Parking Structures	107 Traffic and Transportation Engineering
040 Gas Systems (Propane, Natural, Etc.)	108 Towers (Self Supported & Guyed Systems)
041 Graphic Design	109 Tunnels and Subways
042 Harbors, Jetties, Piers, Terminal Facilities	110 Urban Renewals, Community Development
043 Heating, Ventilating, Air Conditioning (HVAC)	111 Utilities
044 Health Systems Planning	112 Value Analysis, Life-Cycle Costing
045 Highrises (Air-Rights-Type Buildings)	113 Warehouses and Depots
046 Highways, Streets, Airfield Paving, Parking Lots	114 Water Resources, Hydrology, Ground Water
047 Historical Preservation	115 Water Supply, Treatment and Distribution
048 Hospital and Medical Facilities	116 Wind Tunnels, Research/Testing Facilities Design
049 Hotels and Motels	117 Zoning, Land Use Studies
050 Housing (Residential, Multi-Family, Apartments, Condominiums)	201 _____
051 Hydraulics and Pneumatics	202 _____
052 Industrial Buildings, Manufacturing Plants	203 _____
053 Industrial Processes, Quality Control	204 _____
054 Industrial Waste Treatment	205 _____
055 Interior Design, Space Planning	
056 Irrigation and Drainage	
<b>057 Judicial and Courtroom Facilities</b>	
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	

# Commonwealth of Kentucky Court of Justice



## Construction Service Provider Questionnaire

Date Prepared: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>1. Company Name:</b> _____ Address (Street/City/ZIP): _____ Primary Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____																													
Alternate Contact/Position: _____ / _____ Telephone Number: (____) ____-____ Email Address: _____																													
<b>1a. Submittal is for:</b> <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office																													
<b>1b. Name of Parent Company, if applicable:</b> _____ Address (Street/City/ZIP): _____																													
<b>1c. Names of Former Company Names and Former Parent Companies and Year(s) Established, if applicable:</b> _____																													
<b>2. Year Present Firm Established:</b> _____		<b>3. Number of Years at Present Location:</b> _____																											
<b>4. Type of Ownership</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Corporation  <input type="checkbox"/> Partnership*         </div> <div style="width: 30%;"> <input type="checkbox"/> Joint Venture*  <input type="checkbox"/> Sole Proprietor  <input type="checkbox"/> Small Disadvantaged Business         </div> <div style="width: 30%;"> <input type="checkbox"/> Small Business  <input type="checkbox"/> Minority-Owned Business  <input type="checkbox"/> Woman Owned Business         </div> </div> * Name/percent of other party: _____ / _____% Address (Street/City/ZIP): _____																													
<b>5. Personnel Information:</b> <b>5a. General Personnel Data:</b> Total Personnel: _____ Total Hired in last 12 Months: _____     Total Separated in last 12Months: _____ Total Minority Employees: _____     Total Disadvantaged Employees: _____																													
<b>5b. General and Professional Employees available for Project (list each person only once, by primary function):</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">___ Administrative</td> <td style="width: 33%;">___ Facility Managers</td> <td style="width: 33%;">___ Security Designers</td> </tr> <tr> <td>___ Architects (<i>Registered</i>)</td> <td>___ Geologists</td> <td>___ Soils Engineers</td> </tr> <tr> <td>___ Civil Engineers</td> <td>___ Hydrologists</td> <td>___ Specification Writers</td> </tr> <tr> <td>___ Construction Inspectors</td> <td>___ Interior Designers</td> <td>___ Structural Engineers</td> </tr> <tr> <td>___ Construction Managers</td> <td>___ Land Surveyors</td> <td>___ Transportation Engineers</td> </tr> <tr> <td>___ Draftsmen</td> <td>___ Master Planners</td> <td>_____</td> </tr> <tr> <td>___ Ecologists</td> <td>___ Mechanical Engineers</td> <td>_____</td> </tr> <tr> <td>___ Electrical Engineers</td> <td>___ Mining Engineers</td> <td>_____</td> </tr> <tr> <td>___ Estimators</td> <td>___ Sanitary Engineers</td> <td>_____</td> </tr> </table>			___ Administrative	___ Facility Managers	___ Security Designers	___ Architects ( <i>Registered</i> )	___ Geologists	___ Soils Engineers	___ Civil Engineers	___ Hydrologists	___ Specification Writers	___ Construction Inspectors	___ Interior Designers	___ Structural Engineers	___ Construction Managers	___ Land Surveyors	___ Transportation Engineers	___ Draftsmen	___ Master Planners	_____	___ Ecologists	___ Mechanical Engineers	_____	___ Electrical Engineers	___ Mining Engineers	_____	___ Estimators	___ Sanitary Engineers	_____
___ Administrative	___ Facility Managers	___ Security Designers																											
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___ Civil Engineers	___ Hydrologists	___ Specification Writers																											
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___ Construction Managers	___ Land Surveyors	___ Transportation Engineers																											
___ Draftsmen	___ Master Planners	_____																											
___ Ecologists	___ Mechanical Engineers	_____																											
___ Electrical Engineers	___ Mining Engineers	_____																											
___ Estimators	___ Sanitary 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"/> _____
<input type="checkbox"/> Iron/Steel workers, Journeyman	<input type="checkbox"/> _____
<input type="checkbox"/> Laborers, General	<input type="checkbox"/> _____
<input type="checkbox"/> Masons, Block, Apprentices	<input type="checkbox"/> _____
<input type="checkbox"/> Masons, Block, Journeymen	<input type="checkbox"/> _____
<input type="checkbox"/> Masons, Brick Apprentices	<input type="checkbox"/> _____

**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: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

#2 Union/Agency Name: \_\_\_\_\_

Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

#3 Union/Agency Name: \_\_\_\_\_

Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

#4 Union/Agency Name: \_\_\_\_\_  
 Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

#5 Union/Agency Name: \_\_\_\_\_  
 Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_

#6 Union/Agency Name: \_\_\_\_\_  
 Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Number Available: \_\_\_\_\_  
 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: \_\_\_\_\_

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(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: \_\_\_\_\_

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(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: \_\_\_\_\_

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(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: \_\_\_\_\_

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(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: \_\_\_\_\_

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(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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**9. Current Major Projects**

(1) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(2) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(3) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(4) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(5) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

(6) Project Title: \_\_\_\_\_ Firm's Role: \_\_\_\_\_  
Address (Street/City/ZIP): \_\_\_\_\_  
Primary Contact/Position: \_\_\_\_\_ / \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_  
Profile Code:\_\_\_\_ Experience Code:\_\_\_\_ Anticipated Construction Completion Date:\_\_\_\_  
Project Scope: Primary Facility Size: \_\_\_\_, \_\_\_\_, \_\_\_\_ SF Primary Facility Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_  
Supporting Facilities Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_ Total Budget: \$\_\_\_\_, \_\_\_\_, \_\_\_\_

**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**

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### **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](mailto: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](mailto: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 derailed 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.

