

EXHIBIT F

Asbestos Report, Geo-Tech Information,
and Capital Plaza Origina Construction
Plans. See website for Exhibit F:

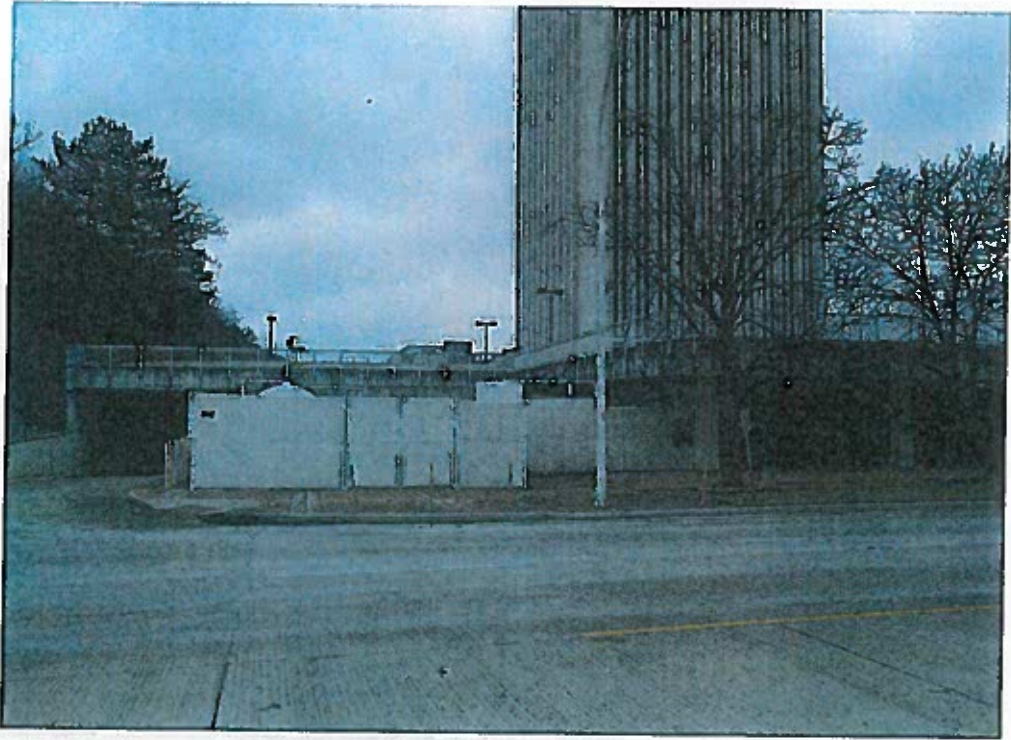
[http://finance.ky.gov/services/statebuilding
/Pages/PropertiesforSaleorLease.aspx](http://finance.ky.gov/services/statebuilding/Pages/PropertiesforSaleorLease.aspx)

EXHIBIT G

Photos of Plaza Area, from Report by
Baumgardner & Associates, PSC











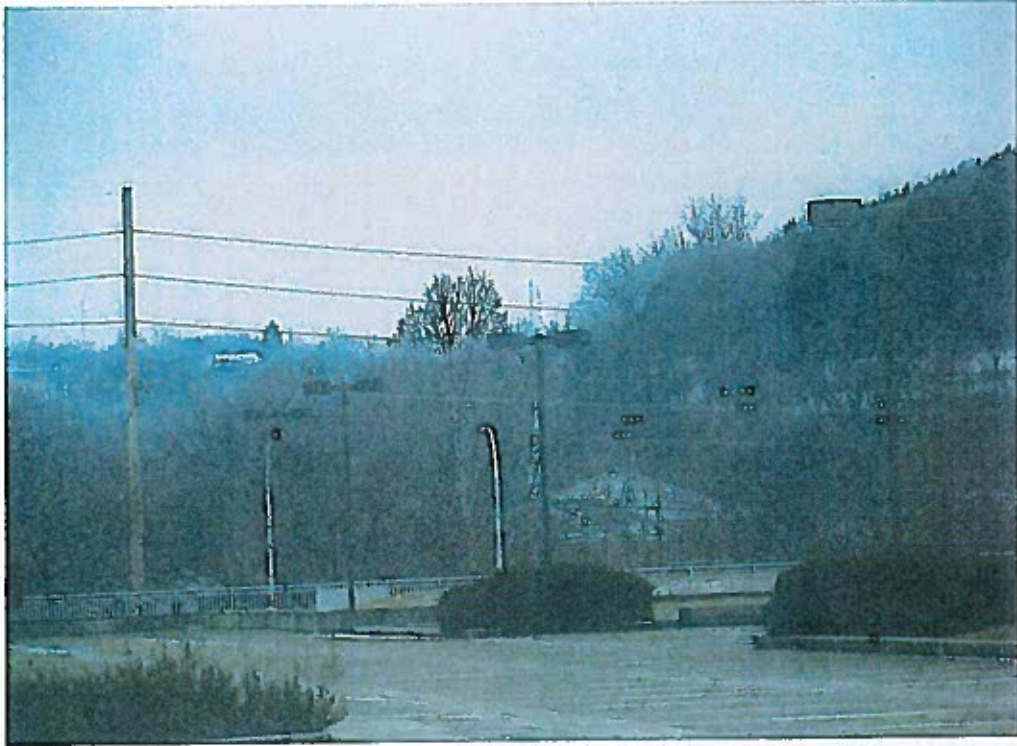


EXHIBIT H
Draft Lease Agreements; Commonwealth of
Kentucky, as Lessee; successful
Offeror, as Lessor

PR- _____ - Franklin County

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into between Successful Offeror, address, "LESSOR"; and the **COMMONWEALTH OF KENTUCKY**, acting by and through William M. Landrum, III, Secretary of the Finance and Administration Cabinet, the "COMMONWEALTH" or "LESSEE;"

WITNESSETH:

WHEREAS, the Finance and Administration Cabinet has determined that construction under a lease/lease back arrangement as authorized by K.R.S. 56.820(3), of an office building, a related infrastructure at 500 Mero Street, Frankfort, KY, will assist with housing needs for state government in Kentucky's capitol city; and,

WHEREAS, the Secretary of Finance, approved the advertisement for proposals for construction of such facilities and solicited proposals for construction of the needed facilities; and,

WHEREAS, it was determined upon review of proposals received in response to the request for proposals that the proposal submitted by the Lessee was the best proposal received and it was thereupon determined that it should be accepted;

WHEREAS, the Governor approved the determination of the Secretary of the Finance and Administration Cabinet by Determination and Finding dated _____, 2017, whereupon, the Finance and Administration Cabinet advertised for proposals from interested developers; and,

WHEREAS, it was determined upon review of proposals received in response to the request for proposals that the proposal submitted by the Lessor was the best proposal received and it was thereupon determined that it should be accepted;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, it is hereby understood and agreed by and between the Lessor and the Lessee as follows:

1. This Lease Agreement is entered into between the parties hereto pursuant to K.R.S. 56.820, the provisions of which, in effect on the date hereof, are incorporated herein and made a part of this Lease Agreement by reference. This Lease Agreement is also made and entered into in conformity with of the terms, conditions and stipulations contained in R.F.P. No. 080417, "Capital Plaza Tower Area, Frankfort, KY," as amended or supplemented by amendments thereto, issued by the Department for Facilities Management and Support Services, Finance and Administration Cabinet, Division of Contracting and Administration and Division of Real Properties, incorporated herein by reference, the same as if copied verbatim herein;

2. The Lessor and Lessee hereby acknowledge that the parties have simultaneously herewith entered into a separate Ground Lease, pursuant to K.R.S. 56.820(3), wherein the Commonwealth hereby leases to the Lessor herein the following described property, containing _____ acres, including improvements thereon, located in Franklin County, Kentucky, to wit:

LEGAL DESCRIPTION
Commonwealth of Kentucky
Mero Street, Frankfort, KY

LEASE AREA

Description.....

3. As required by the terms and conditions of R.F.P. No. 080417, as amended, and as provided by K.R.S. 56.820, the Lessor covenants and agrees that it shall construct the buildings and appurtenant facilities on said tract in strict compliance with the terms of the aforementioned

R.F.P and Lessor's proposal in response thereto, and hereby leases, lets and demises said buildings and appurtenances to the Lessee for the term as set forth in Paragraph 4 of this Lease Agreement.

4. The initial term of this lease shall commence on the date the buildings to be constructed on the above described property are accepted for occupancy by the Commonwealth, but not later than thirty (30) days after the Lessor's architect has certified that construction of the building has been completed, and shall extend through the 30th day of June of the second year of the then current fiscal biennium of the Commonwealth of Kentucky. The Lessee shall have successive options to extend the term of the lease for two (2) year periods after expiration of the initial lease term until the lease has been extended for a total of twenty (20) years from the effective date, by which time the total cost of erection of the buildings and appurtenances shall be fully amortized. The options to extend the Lease shall be deemed exercised unless the Lessee gives the Lessor written notice not later than May 1, prior to the expiration of the initial or the then current biennial extension term that the option to extend will not be exercised for the next ensuing biennial period. If the option to extend the Lease is not exercised, Lessee shall be deemed to have exercised its option to purchase the leased premises pursuant to Section 5.

5. The Lessor hereby grants to the Lessee an option to purchase the leased premises at the expiration of the initial or any subsequent extension term for a price which shall be the balance of the total cost of erection of the buildings and appurtenances not amortized by the payments of rent previously made by the Lessee (for purposes of clarification, such price is set forth in the amortization schedule, attached hereto and made a part hereof as Exhibit A, under the heading "Early Buy-out Option" for the corresponding month that such option is exercised). Such option must be exercised, if at all, on or before May 1 of the year in which the initial or then current biennial term is set to expire. In the event of the exercise of the option to purchase, or

in the event that the lease is extended for the full twenty (20) years, the Lessor shall convey all improvements to the Lessee, free of any liens or encumbrances.

6. Subject to the provisions in Paragraph 4, above, the Lessee agrees to pay annual rent for the leased premises during the period commencing with the effective date of this Lease Agreement, through June 30, 2020, of \$_____ per quarter, or \$_____ annually including amortization cost for long-term financing. The \$_____ shall be the "Total Annual Lease Cost" during such period or periods. The rent shall be paid in advance in quarterly installments and shall be sent by United States Mail, first class postage paid, in time to reach the Lessor at its above mailing address not later than the 15th day of each quarter after the commencement of the initial lease term.

a. The Lessee shall be responsible for all costs associated with utilities charges and janitorial services for the buildings.

7. The Lessor shall not be authorized to convey the leasehold estate to a third party except with the written consent of the Secretary of the Finance and Administration Cabinet. Such consent shall not be required, however, in the case of a mortgage of the leasehold estate by the Lessor for the purpose of obtaining financing for construction of the improvements; provided, that any such mortgage shall contain a provision authorizing the Commonwealth to pay off the indebtedness or otherwise cure the Lessor's default in its performance of the terms and conditions of any mortgage. In connection with any such mortgage, Lessee shall execute a Subordination, Non-Disturbance and Attornment Agreement in the form previously provided to the Lessee by the Lessor's lender.

8. The Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, for the life of this Lease Agreement, including during the first year warranty period and for manufacturer warranty items. Lessor shall

pay all costs and expenses associated with the leased premises, including, without limitation, all maintenance of the property and major components of the buildings.

9. The Lessor shall keep the premises insured for its full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through a solvent insurance company authorized to do business in Kentucky. All such insurance coverage shall name the Commonwealth as additional insured. If the premises are partially destroyed or damaged by fire or other casualty rendering not more than twenty five percent (25%) of the premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until after such damage is repaired and premises are considered tenantable by the Commonwealth. If the premises are destroyed or damaged by fire or other casualty rendering more than twenty five percent (25%) of the premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may terminate this Lease by giving written notice to the Lessor within 15 days after such destruction or damage, and, if so terminated, no rent shall accrue to the Lessor after the date of such termination. Upon such termination, Lessee shall exercise its option to purchase the premises and shall pay to Lessor the purchase price calculated in accordance with Section 5; provided, that any proceeds payable under Lessor's casualty insurance policy shall be paid to Lessor and credited against the purchase price; provided, further, that if the proceeds payable under Lessor's casualty insurance policy exceed the purchase price, Lessee shall be entitled to retain such excess. Lessee shall maintain and pay for liability insurance with respect to the premises in amounts customary for Lessee's activities conducted thereon. All such insurance coverage shall name Lessor as additional insured.

10. The Lessor agrees that it shall commence construction of the office and laboratory buildings with delivery of this Lease Agreement by the Lessee. The Lessee agrees to an extension of time to commence construction where the cause for delay is beyond the control of the Lessor. After beginning construction, the Lessor will diligently prosecute construction of the building to completion according to the requirements of R.F.P. No. _____, as amended, and the construction schedule associated therewith. The rights and duties of the Lessor and Lessee with respect to construction of the improvements, including provisions addressing liquidated damages should the construction schedule not be met, shall be governed by the provisions of R.F.P. No. _____, as amended.

11. It is the intention of the parties hereto that this Lease Agreement shall not supersede, but shall be complementary to the terms and conditions of R.F.P. No. 080417, as amended, and this Lease Agreement shall be read in conjunction with such R.F.P. In the event of a conflict between a provision of this Lease Agreement and a provision of the R.F.P., this Lease Agreement shall prevail. If any provision of this Lease Agreement shall be held by a Court of competent jurisdiction to conflict with or be invalid under any statute or principle of law in effect in this Commonwealth, such Lease provision shall be construed so as to harmonize with the requirements of the statute or principle of law if it is possible to do so, but if that cannot be done, the invalidity of such provision shall not affect the remainder of this Lease Agreement and this Lease Agreement shall be construed and enforced as if it did not contain such provision.

12. Notices by the Lessor to the Lessee, and by the Lessee to the Lessor, shall be delivered by the means set forth in the R.F.P. Notices to the Lessor shall be addressed to _____, at the address shown above, or to such other mailing address as the Lessor may hereafter indicate in writing. Notices to the Lessee shall be addressed

to the Secretary, Finance and Administration Cabinet, Commonwealth of Kentucky, Room 383 Capitol Annex Building, Frankfort, Kentucky 40601.

13. If the Lessor materially defaults in the provisions of this Lease Agreement and does not cure such default within thirty (30) days written notice from Lessee, the Lessee may at any time after the expiration of such thirty (30) day period and while such default continues, terminate this lease agreement. Upon such instance of default and termination of this Lease Agreement (and the Ground Lease being simultaneously herewith executed and delivered by the Lessor and the Lessee herein), the Lessor shall peacefully surrender possession of the Leased Premises in favor of the Lessee.

14. The Lessor, the contractor, as that term is defined in K.R.S 45A.030(10) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

15. The parties hereby acknowledge that Lessee has the right to terminate this Lease Agreement upon thirty (30) days written notice pursuant to the provisions contained in K.R.S. 56.806(6). The parties acknowledge that this right is in addition to Lessee's right to purchase the leased premises pursuant to Section 5. In the event the Lessee exercises its rights under K.R.S. 56.806(6), it shall pay to the Lessor the purchase price calculated in accordance with Section 5. The parties further acknowledge that this Lease Agreement is not subject to K.R.S. 56.806(4) or (5).

IN TESTIMONY WHEREOF, the Lessor and the Lessee have subscribed hereto for convenience as of the date hereinbefore set forth but actually on the dates shown in the notary's acknowledgement of their respective signatures.

RECOMMENDED:

LESSOR:
Successful Offeror

Robert M. Burnside, Commissioner
Department of Facilities Management

By: Successful Offeror

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by successful offeror, Brett Construction Company, as Lessor, on this _____ day of _____, 2017.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

LESSEE:
Commonwealth of Kentucky,

By: _____
William M. Landrum, III, Secretary of the
Finance and Administration Cabinet

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by William M. Landrum, III, Secretary of the Finance and Administration Cabinet, as Lessee, on this _____ day of _____, 2017.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Approved as to Form and Legality:

Attorney

Prepared by:

Patrick McGee, Attorney
Finance & Administration Cabinet
Room 392, Capitol Annex
702 Capitol Avenue
Frankfort, Kentucky 40601
502-564-6660

Approved:

Counsel to Governor:

COMMONWEALTH OF KENTUCKY:

STEVEN L. BESHEAR, GOVERNOR

DRAFT

EXHIBIT I
Ownership Disclosure Form

OWNERSHIP DISCLOSURE STATEMENT

I. Please list below all persons that have an ownership interest in this property leased by the Commonwealth. If the property owner is a corporation, business trust, or partnership (per KRS 56:809), list the name of the corporation, business trust, or partnership and then list all persons having five percent (5%) or more ownership interest in such entities to include silent or limited partners. The lessor furthermore agrees to notify the Commonwealth of all persons involved in any change or transfer of ownership of five percent (5%) or more to include silent or limited partners. Non-compliance may result in termination of the lease agreement.

Identify Lessor as:

- Individual
 Sole Proprietorship
 Partnership/Joint Venture
 Estate
 Corporation
 Public Service Corp.
 Government/Non Profit Agency

Identify Social Security Number or Federal ID Number for Lessor: _____

<u>Name</u>	<u>Home Address</u>	<u>Social Security Number</u>	<u>% of Ownership</u>

(if more space is needed, please attach separate sheet)

II. Are there any of the owners of this lease, listed heretofore, and/or their immediate relatives (Father, Mother, Sister, Brother, Son, Daughter, Spouse) an officer or employee of any state agency, board, commission, etc.?

YES NO If yes, please list:

<u>Owner</u>	<u>Full Name of Relative & Social Security Number</u>	<u>Agency, Board or Commission</u>	<u>Title</u>

(if more space is needed, please attach separate sheet)

III. We are submitting the information requested and certify it to be accurate:

AUTHORIZED AGENT OF THE LESSOR: _____

TITLE: _____ TYPED NAME: _____

BUSINESS ADDRESS: _____

DAYTIME TELEPHONE: _____

NOTARY: _____ NOTARIZED THIS DATE: _____

COMMISSION EXPIRES: _____ COUNTY OF: _____

*Did you fill out all the blanks? Please recheck.
 ** Form notarized with SF55L7*

EXHIBIT J
Minority Business Enterprise Participation
Form

RETURN THIS FORM FILLED OUT WITH PHASE I SUBMITTAL

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

- 1.01 **CERTIFICATION OF MBE:** Any MBE utilized pursuant to this Section shall be certified as an MBE by one of the following: Kentucky Transportation Cabinet or other state Transportation agencies, the Louisville Metropolitan Sewer District, the Kentucky Minority Supplier Development Council or other state Minority Supplier Development Councils, the Kentucky Certification Cooperative, or the Small Business Administration.
- 1.02 **OBLIGATION OF BIDDER/CONTRACTOR:** Bidder/Contractor shall make a good faith effort to meet the MBE contract goal set by the Commonwealth by including MBE's as subcontractors and/or material suppliers on 10% of the total estimated cost of the Contract. The failure to meet the foregoing goal shall not result in disqualification from bidding or being awarded a contract. However, Bidders/Contractors not meeting the MBE goal shall be expected to provide written proof of their good faith efforts. Award of the contract shall be conditioned upon satisfaction of the requirements established by this section. The Bidder/Contractor shall attempt to divide the work in the contract to facilitate use of MBE's (however, there is no requirement that the work be artificially divided or divided in a way that raises the bid price of the Bidder/Contractor).
- 1.03 **PROOF REQUIRED:** Each bidder shall furnish written proof in their bid package that they reached the MBE participation goal for this Contract, or of their good faith efforts to meet the MBE participation goal. A copy of each participating MBE's certification shall accompany the required forms. All submissions shall be subject to verification of the Commonwealth.
- A. Proof that the apparent successful bidder reached the MBE goal shall consist of the following and shall be made on form MB-2-A, attached hereto:
1. The names and addresses of MBE firms that will participate in the contract;
 2. A description of the work each named MBE firm will perform;
 3. The dollar amount of participation by each named MBE firm;
 4. The percentage amount of participation by each named MBE firm;
- B. Proof that the apparent successful bidder made a good faith efforts to meet the MBE participation goal may include the following:
1. Advertisement by the Bidder/Contractor of MBE contracting opportunities associated with this contract in at least one of each of the following periodicals: a periodical in general circulation throughout the Commonwealth, a trade periodical focused on MBE contractors/suppliers in general circulation throughout the Commonwealth, and a minority-focused periodical in general circulation throughout the Commonwealth. The Bidder/Contractor shall include copies of the dated advertisements in his bid package;
 2. Written notice of MBE opportunities in this contract to at least five pertinent MBE's at least seven days prior to the bid opening date. Copies of the written notices shall be included in the bid package;
 3. The Bidder/Contractor's response(s) to those MBE's who requested plans, specifications and/or contracting requirements. Copies of said responses shall be included in the bid package;
 4. Documentation on form MB-2-B of good faith negotiations with at least three MBE's, with no rejection of a qualified MBE without sound reason, including price quotes that are above other subcontractor's price quotes;
 5. Utilization of the Finance and Administration Cabinet's Office of Equal Employment Opportunity and Contract Compliance for referrals to organizations that assist in locating MBE's. Proof of use of such referrals and contacts made as a result thereof shall be included in the bid package.

MB-2-A

MINORITY BUSINESS AVAILABILITY VERIFICATION

_____ does commit itself that on the following project:

NAME OF COMPANY

PROJECT NAME

BID INVITATION NUMBER

ENGINEERING FILE NUMBER

The Bidder agrees to furnish information required by the Commonwealth of Kentucky to indicate the Minority Business which it intends to utilize. Breach of this commitment constitutes breach of the Bidder's contract if awarded.

NAME OF MINORITY BUSINESS

TELEPHONE

TYPE OF WORK

DOLLAR VALUE

PERCENT

MINORITY CLASSIFICATION

The undersigned shall enter into a formal agreement with the minority business firms for work listed in this schedule conditioned upon execution of a contract with the Commonwealth of Kentucky.

Minority business firms listed above by the Bidder and accepted by the Owner and the Architect/Engineer shall be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the date shall be properly executed on this document or the bid will be deemed nonresponsive.

NAME OF AUTHORIZED OFFICER

TITLE

SIGNATURE

DATE

If you are bidding as a General Contractor on this project i.e. direct bidding and a Minority as defined herein, please provide a copy of your MBE Certification.

Submit with Bid.
(Please copy additional Minority Business Availability Forms as necessary.)
MB-2-B

MINORITY BUSINESS UNAVAILABILITY VERIFICATION

I, _____, _____ (TITLE)

of _____ (PRIME BIDDER)

certify that on _____ I contacted the following minority owned business by: (circle one) Certified Mail, Phone, In Person to obtain a bid for work items to be performed on the Contract.

MINORITY	CONTRACTOR	WORK ITEMS SOUGHT	FORM OF BID SUPPORT (I.E., UNIT PRICE, MATERIALS LABOR & LABOR ONLY)

To the best of my knowledge and belief, said minority owned business was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE _____

DATE _____

_____ was offered an
(NAME OF MINORITY BUSINESS)

opportunity to bid on the above-identified work on _____ by

_____ (SOURCE)

The above statement is a true and accurate account of why I did not submit a bid on this project.

(SIGNATURE OF MINORITY BUSINESS)

(TITLE)

(DATE)

Submit with Bid if Applicable.
(Please copy additional Minority Business Unavailability Forms as needed.)

EXHIBIT K
Selection Committee Evaluation Criteria

CPT Replacement Facility - Pass / Fail Evaluation Demolition and New Development

Selection Committee Evaluation

The Selection Committee will evaluate the following minimum requirements of the RFP for compliance with the RFP on a pass/fail basis. Any item not reasonably indicated in the Proposal Submission shall be evaluated as fail. This evaluation listing does not modify the minimum requirements of the RFP for Demolition or New Development design even if a specific requirement is not listed for evaluation. Any proposal that receives a fail grading for one or more of the listed evaluation requirements shall be deemed non-responsive and receive a Selection Committee score of 0. All proposals that receive a pass grade for ALL listed evaluation requirements receive a Selection Committee score of 450.

Pass Fail Evaluation Criteria Description

General Proposal Requirements

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal contains corporate background and relevant experience, including references. Experience is at least two structures of at a minimum of 80% size of the Project. |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal contains includes relevant experience of a firm that has accomplished significant demolition projects in an urban setting that involved a tall tower structure, including references. Experience is at least two demolition projects of at a minimum of 80% size of the Project. |
| <input type="checkbox"/> | <input type="checkbox"/> | Required Drawings and written descriptive Information are provided in the Proposal as required by the Minimum Building Standards section entitled "Required Proposal Design and Concept Documents". |
| <input type="checkbox"/> | <input type="checkbox"/> | Critical Path Method Project Schedule, indicating the initial proposed schedule of each critical component of demolition and new construction and this CPM schedule indicates Substantial Completion shall be no later than March 13, 2020. Substantial Completion and Final Completion dates are March 13, 2020 and April 12, 2020, respectively. |
| <input type="checkbox"/> | <input type="checkbox"/> | Offeror has indicated that they have included an allowance of \$80,000.00 for traffic modifications and may be required by a future traffic study. The Offeror has indicated a Traffic Study specialist that will perform the required future traffic study. |

Demolition Requirements

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Critical Path Method Project Schedule, indicates each element of the demolition requirements in the sequence required by the RFP, and no element is shown as starting prior to the date indicated in the RFP for the initial commencement of each demolition sequence as defined in the RFP Minimum Building Standards. |
| <input type="checkbox"/> | <input type="checkbox"/> | The Demolition plans indicate the complete scope of demolition to be accomplished as indicated in the RFP Minimum Building Standards. |

Site Design

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Access to the Project site from public vehicular ways include as a minimum, Mero Street and |
|--------------------------|--------------------------|---|

Wilkinson Blvd. Access to the New Parking Structure is from Mero Street, Wilkinson Blvd and the KYDOT Parking Structure (as a minimum)

25% of the surface vehicular pavements on the Office Building Site are constructed of a permeable pavement. This permeable pavement is shown on the site design plan and the design narrative describes the type of pavement, its construction, and a calculation to indicates the 25% requirement has been met is indicated..

Provide the number of parking spaces required by the RFP: Minimum calculation is (3 per 1000 gsf) and. IN ADDITION to this requirement, the RFP requires ADA accessible parking spaces by the following formula (20, plus 1 for each 100 spaces, or fraction thereof over 1,000 spaces). IN ADDITION to this requirement the RFP requires Vistor Parking spaces equal to the number of ADA spaces required. IN ADDITION, the RFP Requires specific surface parking spaces in addition to those indicated above. Provide areas for piling of snow in multiple locations adjacent to but not a part of the parking area.

Site Plan indicates all RFP required new development necessary due to the demolition and new development of the site that is required by the RFP.

The Site plan indicates the drive, guest drop-off and ADA parking spaces required to be installed near the Capital Plaza Hotel, this area is of the size and parking space count required by the RFP

Building Design

The Offeror has provided an aesthetic design of the new Parking Structure and new Office Building that is consistent with the intent of the "Aesthetic Design Challenge" requirements of the RFP and has provided a written narrative describing how the aesthetic design of both structures addresses the requirements of the Challenge.

The main entrance to the building are distinctly visible and identifiable as the main entrance from each major approach point to the building. Other entrances are distinctly visible and identifiable as an auxiliary entrance to the building from the approach points related to that secondary entrance.

The building to be constructed shall be a free-standing office building to accommodate minimum 1,500 employees and shall be a minimum of 385,000 gross square feet, and that is designed such that subdividing and/or adding space can be easily accomplished in the future. Infrastructure must accommodate employees at a rate of 257 Sq.Ft/per person.

The requirements for the new parking garage(s) has been identified and met as requirement by the RFP.

Provide for communication rooms strategically located and of the sizes indicated in the RFP. All requirements for Mechanical and Electrical services indicated in the RFP for these communications rooms have been provided. The required main communications closet has been provided as required.

Building Envelope Minimum Standards outlined in the RFP are met. Note: When field applied or constructed materials (i.e. brick masonry, synthetic stone, metal building panels or site-cast-tilt-up concrete panels) are proposed for the building exterior, the design narrative shall explicitly describe the quality control techniques and methods that will be used to insure

proper placement, construction, and installation.

- The space planning indicated in the RFP for Offices and cubicle areas has been shown in the proposal drawings, in the correct quantities and groupings.
- The space planning indicated in the RFP for Entrances, Vestibules and Lobbies has been met: Including, the division of major lobbies into secure/non-secure areas with provisions for card controlled access, for employee entrance and security controlled access for visitors; the proposal indicates built-in security casework (for two guards and files) at main lobby.
- The space planning indicated in the RFP for specialized spaces and services have been provided for the first floor in their entirety. Spaces meet the size requirements of the RFP. Adjacencies indicated in the RFP for specialized spaces has been accomplished.
- The space planning indicated in the RFP Loading Docks/Loading/ Mailroom Areas has been met: including that the access to the Loading Dock is able to accommodate a tractor trailer truck (53') and shall have adequate turning and maneuvering radiuses in the site design; Provide the Loading Dock with one overhead door 12' wide by 10' high (minimum); a Receiving Area; Receiving Office. Provide a separate area for trash compactor and recycling area.
- The finishes for all areas as defined in the Finish Schedule of the RFP has been met or exceeded. The use of concrete masonry walls in areas other than Loading Dock/ Loading Areas. Elevator shafts and machine rooms, and Mechanical rooms is strictly prohibited. This compliance is indicated in the Proposal as drawings or as Design Narrative Description.
- Roofs shall be sloped (a minimum of ¼" per foot). Do not use tapered insulation to achieve this slope, but utilize a slope in the roof structure. Provide either a membrane roof system or a metal roofing system (or a combination of the two) as outlined in the RFP.
- A minimum number of traction passenger elevators is provided as required for the building. A freight elevator has been provided as required. As a minimum freight elevators shall be Class A, traction operated, with a minimum of 4,500 pound load capacity. Provide Cab speed of 200-350 feet per minute. Minimum clear cab size shall be 5 feet 4 inches by 7 feet. Ceiling height shall a minimum of 10 feet.
- The correct square footage and configuration of structurally designed areas for High-Density files has been provided on each floor.
- Sound Masking system has been provided that meets or exceeds the requirements of the RFP.
- Work required to be accomplished as new work for the YNCA garagel has been indicated and provided as required by the RFP.
- Work required to be accomplished as new work for the Capital Plaza Hotel has been indicated and provided as required by the RFP.

Energy and Emergency Power Design

- A minimum of "LEED Silver" is required to be utilized for this building. The Design Narrative

EXHIBIT L
Traffic Study

Preliminary Traffic Analysis of a proposed new office building at the site of the current Plaza Tower

KYTC was asked to evaluate scenarios in downtown Frankfort due to the potential construction of a new office building at a site that is currently occupied by the Capital Plaza Tower and its adjacent proposed parking garages. This site encompasses the area currently surrounded by Wilkinson Blvd., Mero St., and St. Clair St.

The Capital Plaza Tower (CPT) was occupied by state employees from 1972 until 2016. In 2013, the City of Frankfort considered changing certain one-way streets to two-way streets. To study this, a microsimulation model was created of downtown Frankfort including the CPT at full employment of 750. This microsimulation model was used to simulate the impact of increased employment of 1,500 for the proposed building during the morning and afternoon peak in downtown Frankfort.

Three access configurations were evaluated. The first kept the current multiple access configuration with access on Mero St., Wilkinson Blvd., and partial access on St. Clair St. The second configuration had a single access point at Wilkinson St. only. The third scenario had a single access point at Mero St. only.

1. Increased Employment, current access configuration
 - a. AM (from 7:15 To 8:15)
 - b. PM (from 4:15 to 5:15)
2. Increased Employment, Wilkinson Blvd access only
 - a. AM (from 7:15 To 8:15)
 - b. PM (from 4:15 to 5:15)
3. Increased Employment, Mero St. access Only
 - a. AM (from 7:15 To 8:15)
 - b. PM (from 4:15 to 5:15)

Each scenario was evaluated using TransModeler (version 4 build 6065). For this project, the following measures were analyzed for the entire model:

- | | |
|---------------------------|--|
| 1. Vehicle Miles Traveled | (larger values = longer travel distance – BAD) |
| 2. Vehicle Hours Traveled | (larger values = longer travel time – BAD) |
| 3. Average Speed | (smaller value = longer travel time – BAD) |
| 4. Overall Delay | (larger value = longer delay – BAD) |

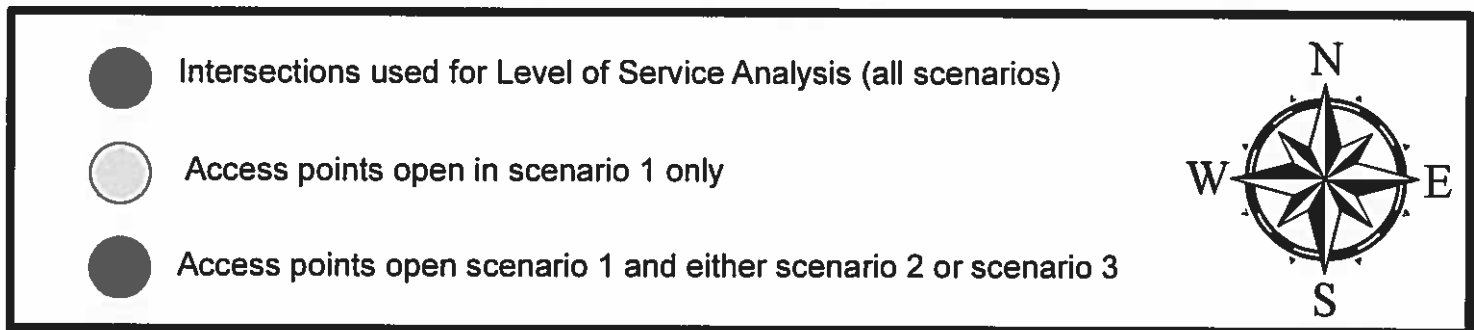
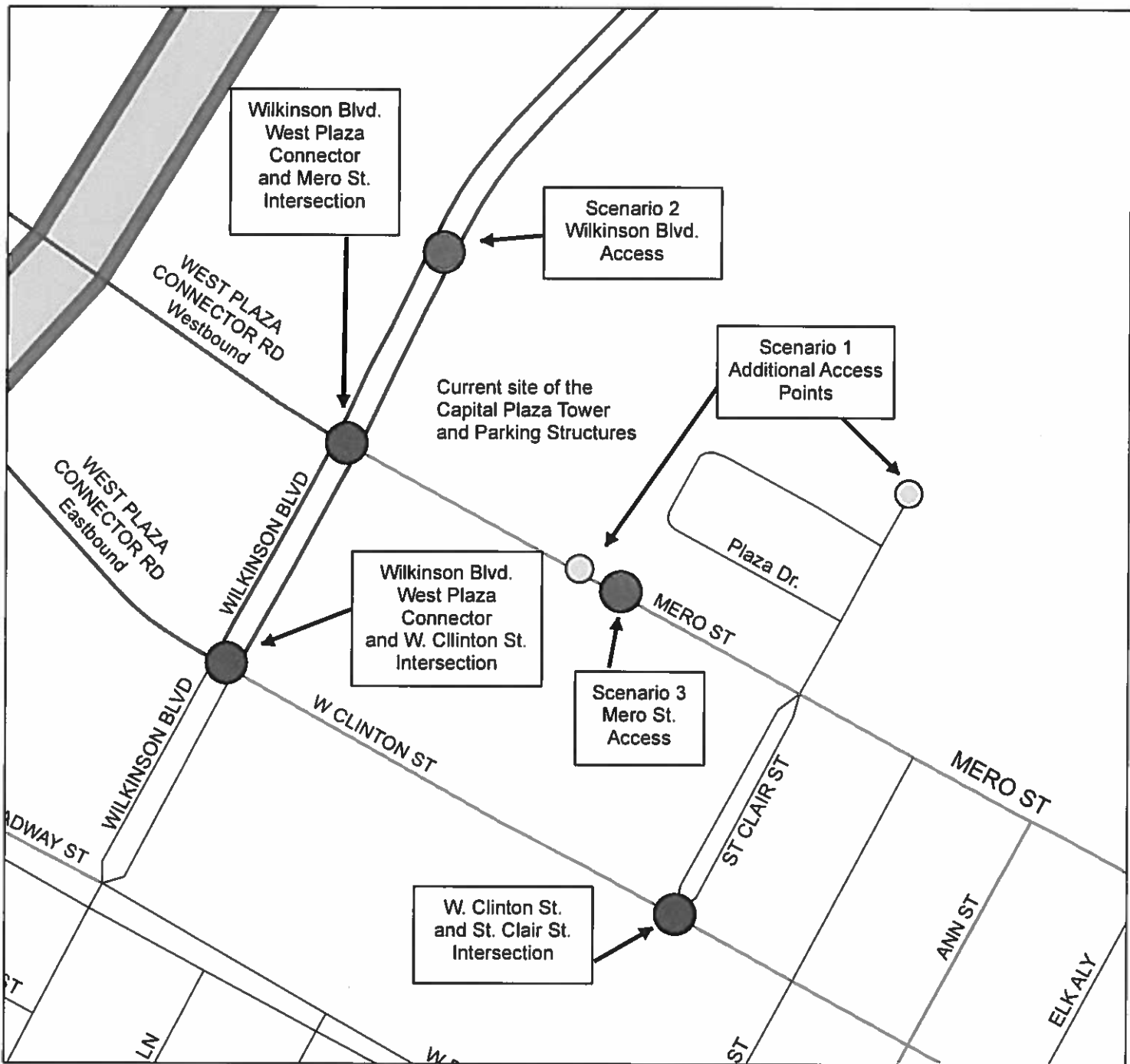
Additionally, three intersections most likely to be impacted by traffic to the new building were analyzed for level of service.

1. Wilkinson Blvd., Mero St., and West Plaza Connector Rd. (Westbound Bridge).
2. Wilkinson Blvd., W. Clinton St., and West Plaza Connector Rd. (Eastbound Bridge).
3. W. Clinton St. and St. Clair St.

Results

The following pages displays the map of the area and the results of all the model runs.

Traffic Analysis for the new building at the current site of the Capital Plaza Tower



Frankfort Downtown Scenarios with new state office building at the current site of the Capital Plaza

		Tower						
Scenario	Trip Type	Number of Trips	Trip Length (mi)	VMT (mi)	VHT (hrs)	Avg Speed (mi/hr)	Delay (hrs)	
1	AM	Complete	7,319.00	0.43	3,119.81	203.08	15.36	118.26
1	AM	Incomplete	366.00	0.27	98.77	113.62	1.15	82.71
1	AM	Queued	63.00	n/a	n/a	15.87	n/a	15.87
1	AM	All trips	7,748.00	0.35	3,218.58	332.57	10.26	216.84
2	AM	Complete	7,175.00	0.42	3,044.72	195.05	15.61	112.59
2	AM	Incomplete	367.00	0.34	124.83	111.66	1.37	87.42
2	AM	Queued	81.00	n/a	n/a	23.00	n/a	23.00
2	AM	All trips	7,623.00	0.38	3,169.55	329.71	10.43	223.01
3	AM	Complete	7,293.00	0.43	3,151.36	210.17	14.99	124.52
3	AM	Incomplete	386.00	0.29	110.18	107.29	1.30	81.39
3	AM	Queued	68.00	n/a	n/a	17.28	n/a	17.28
3	AM	All trips	7,747.00	0.36	3,261.54	334.74	10.37	223.19
1	PM	Complete	8,226.00	0.45	3,714.58	282.63	13.14	179.21
1	PM	Incomplete	434.00	0.26	113.55	114.41	1.22	89.48
1	PM	Queued	60.00	n/a	n/a	20.45	n/a	20.45
1	PM	All trips	8,720.00	0.36	3,828.13	417.49	9.71	289.14
2	PM	Complete	8,166.00	0.46	3,717.36	324.06	11.47	220.95
2	PM	Incomplete	458.00	0.26	119.70	119.33	1.26	91.28
2	PM	Queued	97.00	n/a	n/a	21.28	n/a	21.28
2	PM	All trips	8,721.00	0.36	3,837.06	464.67	8.72	333.51
3	PM	Complete	7,474.00	0.44	3,296.45	367.32	8.97	274.79
3	PM	Incomplete	699.00	0.25	177.71	200.90	0.98	172.85
3	PM	Queued	550.00	n/a	n/a	150.13	n/a	150.12
3	PM	All trips	8,723.00	0.35	3,474.15	718.34	6.15	597.76

Scenario List:

- 1 Current access points configuration with 1,500 employees and 100 visitors at the current CPT site.
- 2 Same employment as #1 but with access restricted to just Wilkinson Blvd.
- 3 Same employment as #1 but with access restricted to just Mero St.

Trip Type:

- Complete - Trips started and reached their destination in the modeled time 60 min.
- Incomplete - Trips started but failed to reach their destination in the modeled time 60 min.
- Queued - Trips were not loaded onto the model due to blockage by other vehicles
- All trips - The sum of all complete, incomplete, and queued trips in modeled time 60 min.

* Incomplete and Queued trips will increase when trips are trying to be assigned to a network but are unable to use the network due to access restrictions imposed by other vehicles.

** VHT also includes time that trips take before they can be loaded onto the network. This is why VHT for Queued trips is not zero.

**Frankfort Downtown Scenarios with new state office building at the current site of the
Capital Plaza Tower**

Wilkinson Blvd., Mero St., and West Plaza Connector Rd. (Westbound Bridge).

Scenario	Total Delay (hr)	Delay Per Vehicle (Sec)	Level of Service
1 AM	6.0	13	B
2 AM	5.8	12	B
3 AM	10.5	21	C
1 PM	5.2	13	B
2 PM	11.0	26	C
3 PM	47.6	146	F

Wilkinson Blvd., W. Clinton St., and West Plaza Connector Rd. (Eastbound Bridge).

Scenario	Total Delay (hr)	Delay Per Vehicle (Sec)	Level of Service
1 AM	2.6	5	A
2 AM	2.8	6	A
3 AM	5.5	11	B
1 PM	12.9	17	B
2 PM	17.4	22	C
3 PM	16.1	28	C

West Clinton St. and St. Clair St.

Scenario	Total Delay (hr)	Delay Per Vehicle (Sec)	Level of Service
1 AM	0.8	4	A
2 AM	0.7	4	A
3 AM	0.6	3	A
1 PM	0.8	7	A
2 PM	0.8	6	A
3 PM	15.7	117	F

Total Delay: The total delay of all vehicles at an intersection in vehicle hours

Delay per Vehicle: The average delay a vehicle experiences at an intersection (seconds per vehicle).

Level of Service: The intersection's overall ability to handle traffic transiting through the intersection as measured in average seconds of delay per vehicle.

- A Less than 10 seconds of average delay per vehicle
- B 10 to 20 seconds of average delay per vehicle
- C 20 to 35 seconds of average delay per vehicle
- D 35 to 55 seconds of average delay per vehicle
- E 55 to 80 seconds of average delay per vehicle
- F More than 80 seconds of average delay per vehicle

Conclusions

The previous analysis before the CPT was closed, generally fared well in regards to traffic. Few intersections experienced a level of service worse than a C. Other measures such as overall traffic delay, VMT, and VHT also indicated the area is not heavily congested in the morning or afternoon peak travel times.

With the proposed new structure the first scenario in this analysis, where employment was increased but access points were not changed, was generally equal to the previous CPT analysis. Delay measures increased but the presence of multiple access points allowed the extra traffic to enter and exit the network without significant issues.

The second scenario restricted access to the new site to only Wilkinson Blvd. The AM scenarios showed an increase in congestion and delay over scenario 1 but not significantly so. The PM scenario showed a significant increase in congestion and delay. The level of service for each intersection analyzed continued to maintain their grade from the first scenario. However, the Wilkinson Blvd. intersection was not signalized in this study and it is possible that the amount of new traffic could justify a signal where there is currently none.

The third scenario had access restricted to Mero Street. The PM scenario showed a major increase in delay and congestion. The AM scenario was very similar to the second scenario but the PM scenario was by far the worst of all scenarios studied in terms of Delay, VMT, VHT, and level of intersection service. Also, this scenario (especially in the PM) creates significant new traffic weaving on Mero Street which may be a potential safety issue. This scenario shows even worse congestion had it been allowed to run for more than an hour as many trips could not even be loaded into the network. Levels of service for two of the intersections go from minimal congestion (A or B) to severely congested (F) in this scenario.

This preliminary study shows a new site located at the CPT will need more than one access point to effectively accommodate the traffic generated by the increase in employment. The increase in total delay in the AM trips was primarily due to the VHT assigned to trips that could not arrive at their destinations (incomplete and queued) while the PM increase is from all trips even though trip length remained relatively constant. It should also be noted that the CPT was situated on the edge of this model. Not all intersections that could be significantly impacted by this proposed building were included in the area of study. Further study is warranted, especially in the PM scenario. Signalization and signal optimization of the area need to be included as well.

Addendum

KYTC was requested to further analyze the traffic model based upon information received from Facilities. This information stated that the new building would have 2,000 employees instead of 1,500. Furthermore, the Frankfort Convention Center and Plaza shops would be demolished and turned into greenspace. KYTC does not believe that further analysis of the model would change the fundamental conclusions regarding the need for multiple access points. While the Plaza shops and Convention Center do have employees, the loss of employment will not offset the increase in employment at the CPT. Further analysis for this proposal will require a formal traffic study.