

EXHIBIT A

EXHIBIT B



DEPARTMENT OF MILITARY AFFAIRS BLUEGRASS STATION DIVISION

January 13, 2014

CONTRACTOR PROCEDURES GUIDE

GENERAL

Provisions contained in this guide are not intended to be all inclusive; however, adherence to the guidance provided is essential to safe and efficient operations during construction. Safety is of paramount importance, and all personnel are expected to abide by the rules set forth – further, individuals shall immediately report any unsafe act or condition(s) to the appropriate responsible individual and/or entity.

SAFETY AND ENVIRONMENTAL

- **The General Contractor (GC)** (also includes sub-contractors, vendor, material deliveries, etc.) shall check-in with BGS Maintenance Branch POC and/or the specific building occupant POC at the beginning and end of each shift. Bluegrass Station (BGS) will advise GC of any work schedule changes or restrictions taking place at any given time that may affect the work.
- Access to the interior of Buildings is restricted and shall be coordinated, cleared and authorized with BGS Officials and/or Building Occupant POC.
- GC and subcontractors' point of contact information (cell & office phones, etc.) shall be provided to BGS Officials for direct communications when required.
- Foreign Object Debris (FOD) Control – GC and subcontractors shall maintain a clean project site and remove all debris and secure all materials each work day.
- Location of portable toilets shall be coordinated with BGS Officials.
- Utilities Provided by BGS - GC, contractor personnel, prime and sub-contractors shall monitor usage of water and electricity and shall take all actions and precautions to prevent misuse and wasting of these resources.
- Entry points to and from the project site shall be designated by BGS Officials and/or Building Occupant POC.
- Authorized smoking areas will be designated by BGS Officials and/or Building Occupant POC. Smoking is NOT allowed anywhere inside any building. The GC will provide ash cans and be responsible for keeping the area clean.
- Hazardous Materials: Prior to the use of chemicals/substances, Material Safety Data Sheets (MSDS) shall be provided to BGS Officials for review and approval prior to use.
- Construction waste containers shall remain closed; no open top roll-away dumpsters are allowed unless they can be sufficiently maintained to prevent materials from being blown from the containers. All materials contained within containers is the property of Bluegrass Station and shall remain in the containers; "dumpster diving" is NOT allowed.
- Speed limit on Bluegrass Station property is 15 MPH.
- Contractor shall keep dust and dirt infiltration to a minimum and provide protection measures as necessary.
- The use of cranes shall be closely coordinated with BGS Officials.

- Construction Entrance – All equipment and material deliveries are required to enter at BGS Gate # 5, 3170 Houston-Antioch Road, Lexington, KY (*Alternate arrangements may be made at other BGS access points when needed.*)
- Excavation on BGS property – Underground Facility Damage Prevention: all requirements of the **Kentucky Call Before You Dig Law, KRS 367.4901 – 367.4917** shall be strictly adhered to. Each contractor or sub-contractor shall contact 811 in advance of any and all excavation activities (piggy-backing of requests by multiple contractors to locate are not allowed).

SECURITY

- General Contractor's personnel, prime and sub-contractors and suppliers/vendors on-site, shall be U.S. citizens.
- Entry to BGS property shall be controlled by its security personnel (Logan Security). Temporary vehicle passes will be issued by BGS security personnel to each person working at the project site. A list of all contractor personnel is required.
- All material and equipment deliveries are required to enter at Gate # 5 at 3170 Houston-Antioch Road, Lexington, KY (*Alternate arrangements may be made at other BGS access points when needed.*)
- Vehicles accessing Bluegrass Station property and the project site are subject to search by BGS Officials and/or Logan Security Guards upon requesting entry at Gates 1 & 5.
- The only vehicles permitted on the project site will be marked/labeled company vehicles. A list of all company vehicles shall be provided to BGS prior to being allowed on the project site. The contractor is encouraged to use company vehicles and carpool to limit the number of privately owned vehicles (POVs) on BGS property as parking is extremely limited. Contractors may be required to park in lot A, near the BGS Gate 1 entrance, and carpool from there to the project site.
- Off Limits Areas – All buildings/facilities within the fenced SOFSA/Lockheed Martin compound and other areas around or within any given building as defined unless prior access approval is received and coordinated.
- Restricted Areas - GC, contractor personnel, prime and sub-contractors shall refrain from "driving around" BGS property. Traveling is limited to access for daily parking and/or project site access.
- Photography is strictly prohibited; this includes the use of cell phones and all photographic devices. In the event the contractor must take project related photographs, they shall contact BGS for authorization and coordination prior to taking the photographs.
- Normal working hours are 7:00 a.m. – 4:30 p.m. however; other hours are negotiable through coordination with BGS Officials. Prior notice and approval is required for working after normal working hours or on weekends.

BGS Points of Contact:

Paul T. Cable – 859.293.3203

David Jones – 859.293.3698

Andy Daigle – 859.293.4411

End

EXHIBIT C

EXHIBIT D

LEGAL DESCRIPTION,
Commonwealth of Kentucky
Bluegrass Station Division
LEASE AREA – BUILDING 102

Being a parcel of land located in the Avon Community of Fayette County, Kentucky, on the East side of Ware Road (KY 2335), on the North side of Briar Hill Road (KY 57), on the Bluegrass Station property and more particularly described as follows:

Beginning at a point with Kentucky State Plane Coordinates, KY North Zone, 210,051.97N and 1,619,780.93E, said point being on the South side of "L" Street, East of Fifth Avenue in Bluegrass Station, said point also being S85°07'38"W, 1181.14 feet from a boundary corner of a tract of land conveyed to the Commonwealth of Kentucky as recorded in Deed Book 2835, Page 242, Fayette County, Kentucky, said point also being N88°11'28"W, 1477.54 feet from another boundary corner of the aforesaid Commonwealth of Kentucky tract; thence, **S17°10'27"W, 373.14 feet** to a point, said point having State Plane Coordinates 209,695.47N and 1,619,670.75E, said point also being N85°51'03"W, 1683.07 feet from a ½" iron rod with identification cap stamped "Corps Lou-KY" at another boundary corner of the aforesaid Commonwealth Of Kentucky tract; thence, **N72°49'33"W, 536.00 feet** to a point, said point having State Plane Coordinates 209,853.74 N and 1,619,158.65E; thence, **N17°10'27"E, 373.14 feet** to a point, said point having State Plane Coordinates 210,210.24N and 1,619,268.83E; thence, **S72°49'33"E, 536.00 feet** to the **Point of Beginning**, containing **200,000 Square Feet**. See attached plat for additional information. This survey was performed by Morris A. Talbott, PLS (Kentucky License No. 2421), on December 14, 2013.

Being part of the same property conveyed to the Commonwealth of Kentucky by Deed from the United States of America, said Deed recorded in Deed Book 2713, Page 639, Office of the Clerk, Fayette County, Kentucky.

This survey was performed without the benefit of a Title Report and is subject to all easements, rights-of-way and other exceptions that would be disclosed.

Description prepared by:

Morris A. Talbott, PLS No. 2421
319 Tucker Station Road
Louisville, KY 40243

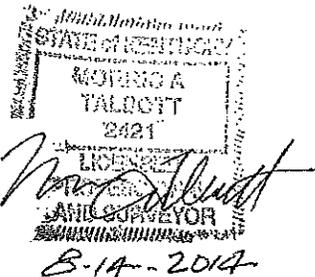


EXHIBIT E

REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION
FOR BUILDING 102
BLUEGRASS STATION
AVON, KENTUCKY
PROJECT NO. 1831-13-951
NOVEMBER 7, 2013

Prepared For

Commonwealth of Kentucky Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Engineering and Contract Administration
403 Wapping Street
1st Floor
Frankfort, Kentucky 40601

Prepared by
S&ME™, Inc.
2020 Liberty Road, Suite 105
Lexington, Kentucky 40505



November 7, 2013

Commonwealth of Kentucky Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Engineering and Contract Administration
403 Wapping Street
1st Floor
Frankfort, Kentucky 40601

Attention: Mr. Josh Morgan, Architect

Subject: **Report of Preliminary Geotechnical Exploration - REVISED**
Bluegrass Station Building 102
Avon, Kentucky
S&ME Project Number 1831-13-951

Dear Mr. Morgan:

S&ME, Inc. has completed the preliminary geotechnical exploration for the proposed Building 102 to be constructed at Bluegrass Station in Avon, Kentucky. The purpose of this exploration was to obtain general subsurface data to assist in project development and planning. A design phase (final) geotechnical exploration is required once the project planning and development is more complete. We conducted this project in general accordance with S&ME Proposal No. KY6328 dated August 2, 2013 which was authorized by Mr. Josh Morgan. The purpose of this preliminary exploration is to obtain a general understanding of the subsurface conditions at this site. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering considerations.

S&ME appreciates the opportunity to be of continued service to the Commonwealth of Kentucky and Bluegrass Station. We look forward to serving as your geotechnical engineering consultant through project completion. If you have any questions, please call.

Respectfully submitted,
S&ME, Inc.

Kristy Cannady, E.I.
Project Engineer

Daniel A. Furgason, P.E.
Senior Reviewer
Kentucky License No. 25646



REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION
Bluegrass Station Building 102
Avon, Kentucky
S&ME Project No. 1831-13-951

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- Appendix B Test Boring Record Legend
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- Appendix C Summary of Laboratory Test Data
Laboratory Testing Procedures

REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION
Bluegrass Station Building 102
Avon, Kentucky
S&ME Project No. 1831-13-951

1.0 INTRODUCTION

S&ME, Inc. has completed the preliminary geotechnical exploration for the proposed Building 102 to be constructed at Bluegrass Station in Avon, Kentucky. The purpose of this exploration was to obtain general subsurface data to assist in project development and planning. A design phase (final) geotechnical exploration is required once the project planning and development is more complete. We conducted this project in general accordance with S&ME Proposal No. KY6328 dated August 2, 2013 which was authorized by Mr. Josh Morgan.

The purpose of this preliminary exploration is to obtain a general understanding of the subsurface conditions at this site. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering considerations.

2.0 PROJECT INFORMATION

2.1 Site Description

The project site is located at the Bluegrass Station in the northeast quadrant of the intersection of 2nd Street and "D" Street in Avon, Kentucky. Please reference Figure 1 in Appendix A for details. The project area includes approximately 8½ acres of previously developed property. Six structures are located in the proposed construction area. A fenced in, asphalt parking lot is located on the northwest corner of the property. This area is currently used for storage. Provided topographic information indicates that elevations across the planned building area range from about 944 feet on the south side to about 960 feet on the northern side. A Google Earth™ aerial view of the site is shown below:



2.2 Project Description

The project will consist of the “design-build” construction of an approximate 250,000 square foot warehouse building. The building will be a climate controlled warehouse facility constructed as a pre-engineered metal building with a grade supported concrete floor slab. Structural loading, settlement criteria and the proposed finished floor elevation were not available at the time of this report.

Since the project is design-build, no additional drawings, building information, topographic information, structural loading, etc. are currently available.

3.0 SITE GEOLOGY

The *Geologic Map of the Clintonville Quadrangle, Kentucky*, (GQ-717, 1968) published by the U.S. Geological Survey indicates the site is underlain by the Millersburg Member of the Lexington Limestone of the Ordovician Geologic Age. The Millersburg Member consists of limestone and shale, interbedded. Limestone (50 percent) is medium to dark gray, argillaceous, micro-grained, and occurs in thin beds with flat bedding planes. The shale is medium to dark gray, thin bedded to laminated, and weathers to yellowish clay soil. The results of our exploration confirm the geologic mapping for this area.

All areas underlain by potentially soluble rock (i.e. – limestone or dolomite) are at some risk due to sinkhole activity. No obvious sinkholes or closed depressions were observed on the site; however, portions of the site have been regraded. Thus, any surface evidence of solution activity may have been filled or destroyed during site grading in these areas. The Lexington Limestone is prone to differential weathering and solutioning. The result is an erratic top of rock profile with open fractures, cavities, and channels in the bedrock. Most of the Members of the Lexington Limestone are prone to form sinkholes. However, the Millersburg Member is not known to be sinkhole prone. No obvious sinkholes were noted on the USGS topographic map or the USGS geologic map within one mile of the site. While the Kentucky Geological Survey (KGS) defines this area of Fayette County as having a high potential for Karst activity, our experience with the Millersburg Member indicates that sinkhole activity is not a major concern, but some localized solutioning and crevices can be expected. As such, we believe there is a moderate risk associated with Karst activity at this site. The southwest-northeast trending Bryan Station Fault Zone lies about 3 miles to the northwest of this site. Regional dip in the area is to the northwest at less than 1 percent. The significance of the regional dip is that the dip generally corresponds to the direction of subsurface water flow.

4.0 EXPLORATION METHODS

The procedures used by S&ME for field and laboratory sampling and testing are in general accordance with ASTM procedures and established engineering practice. Appendix B contains brief descriptions of the procedures used in this exploration.

4.1 Field Exploration

A total of 16 soil test borings were advanced for this exploration. The borings were located in the field by estimating angles and taping distances from the existing site features. As such, the boring locations shown on Figure 2 should be considered approximate. The top of boring elevations were interpolated to the nearest one foot from the provided site topographic plan.

The borings were advanced using a track-mounted Diedrich D-50 drill rig using 4¼-inch I.D. continuous flight augers. The drillers obtained soil samples in the soil test borings using a split-barrel sampler driven by an automatic hammer system in general accordance with ASTM D1586. Rock coring was beyond the scope of this preliminary exploration. The stratification lines shown on the Test Boring Records represent the approximate boundaries between soil and/or rock surfaces. The transitions may be more gradual than shown.

4.2 Laboratory Testing

The S&ME representative sealed and returned the soil samples to our laboratory where the geotechnical engineer assigned the applicable laboratory tests. These tests are used to determine the engineering properties of the soil. All soil samples were visually classified by the geotechnical engineer in general accordance with the Unified Soil Classification System (ASTM D2487). We conducted natural moisture content determinations and Atterberg limits tests on selected soil samples to aid in classification. The obtained laboratory data and descriptions of these tests are included in Appendix C.

Two one-dimensional free swell potential tests were also performed as part of this preliminary geotechnical exploration. The free swell potential tests were performed in accordance to ASTM D4546, Method B. The table below shows the results of the free swell potential tests.

LOCATION	DEPTH (FEET)	PERCENT HEAVE
B-6	4	0.5
B-8	4	1.4

5.0 SUBSURFACE CONDITIONS

5.1 General Soil Profile

Borings B-1, B-4, B-5, B-10 and B-12 through B-15 were drilled through the existing pavement and encountered four to five inches of asphalt. Borings B-3, B-7, B-9 and B-16 encountered one to eight inches of gravel. Borings B-6, B-8 and B-11 were drilled through existing grass areas and encountered approximately five inches of topsoil. Beneath the asphalt and gravel in Borings B-1 and B-3, the borings encountered existing fill to a depth of 1.5 feet below the existing ground surface. The fill consisted of lean clay.

Beneath the asphalt, gravel, topsoil and fill, low to high plasticity residual clay was encountered in the borings to depths of 2.3 feet to 9.3 feet. The consistency of these soils varied from soft to hard. Natural moisture contents of the low plasticity (lean) clay (CL) ranged from about 11 to 28 percent. Atterberg limits tests of the lean clay indicated a liquid limit range of 35 to 40 percent with a plasticity index range of 18 to 20 percent. Natural moisture contents of the high plasticity (fat) clay (CH) ranged from about 22 to 32 percent. Atterberg limits tests of the fat clay indicated a liquid limit range of 57 to 61 percent with a plasticity index range of 32 to 35 percent. Boring B-6 encountered a thin layer of very-dense fine sand (SW) at a depth of 7.2 feet below the existing surface. The boring was terminated upon auger refusal at a depth of 7.5 feet. Boring B-9 encountered very-dense silt (ML) between depths of 6 and 6.5 feet.

All of the borings encountered either sampler or auger refusal at depths between 2.3 feet and 9.7 feet. Beneath the residual clay in Borings B-2, B-4, B-5, B-9 and B-11 through B-15, we encountered hard gray limestone. The remaining borings were terminated upon refusal, which we interpreted as bedrock.

Please refer to the Test Boring Records in Appendix B for details.

5.2 Groundwater

The borings were dry upon completion of drilling. The borings were backfilled with auger cuttings after the completion of drilling. As such, 24-hour water levels were not measured. Please refer to the following section of this report for additional details and recommendations regarding water management.

6.0 GEOTECHNICAL CONSIDERATIONS

We identified the following key issues that will impact the proposed construction:

Site Grading / Site Selection

Site grading plans have not yet been developed. The depth to rock in the explored areas ranged from 2.3 to 9.3 feet below the existing ground surface. The site grading plan should take into account the following:

- In isolated locations, (three borings) a soft layer was encountered. Undercuts may be required for foundations and floor slabs at some locations. Once the surface materials are removed, the materials immediately below the asphalt, gravel, topsoil or fill may require drying prior to being used as fill.
- Cuts near Boring B-3 and B-7 deeper than 2.3 to 3.4 feet below the existing ground surface will likely encounter rock.

High Plasticity Soils

Visual identification of samples and Atterberg limits testing performed during this preliminary exploration indicate that the soil at shallow depths at some boring locations is comprised of high plasticity fat clay (CH). Soils with plasticity indices greater than 30 percent have a tendency to shrink or swell with changes in moisture content. Lightly loaded structural elements such as slabs-on-grade, sidewalks, pavement areas and non-load bearing walls are most susceptible to damage from shrinking and swelling soils. The final geotechnical exploration should include additional plasticity testing and swell testing to further define the engineering properties of the soil, and to determine the magnitude that the fat clay will impact development prior to implementing costly procedures to mitigate the plasticity issue.

Construction Accessibility / Site Degradation

Based on our on-site observations and our past experience with similar soil conditions, construction accessibility will be problematic if attempted during cold/wet seasons of the year. Construction accessibility should be better during the hot/drier months of the year. During the wet periods, a construction road or pad consisting of a geo-textile fabric overlain by gravel may be required. Soft and/or wet areas may require selective undercutting, repair after construction is completed, or other treatment as recommended by the geotechnical engineer. **We recommend that this site be graded and developed during warm, dry months of the year.**

Water Management

Management of surface water will be a key issue to development of this site. We anticipate that the low lying areas will be the most problematic with respect to water. Subsurface water will always tend to migrate toward the low lying areas, even after the site grading has been performed. The earthwork should be phased such that the low lying areas are stabilized and are able to convey water away from the site while maintaining the integrity of the site.

Use of On-site Soils

We define structural soil fill as inorganic natural soil with maximum particles sizes of 3 inches, a plasticity index of 30 or less, and maximum dry density of at least 100 pounds per cubic foot (pcf) when tested by the standard Proctor method (ASTM D698).

The results of our preliminary exploration indicate that some of the encountered fat clay (CH) soils do not meet the plasticity criteria for structural soil fill. If the additional plasticity and swell tests indicate the fat clay is problematic, then we will likely recommend that soils with a plasticity index greater than 30 percent be kept at least three feet below subgrade under buildings and sidewalks adjacent to the buildings. The fat clays may be used to design subgrade elevations in lawn or parking lot areas.

During the geotechnical design phase, standard Proctor testing and Atterberg limits testing of potential fill soils (on-site and/or off-site) should be performed by S&ME before they are used as fill material. If off-site fill is imported, we recommend that the proposed borrow soil be tested prior to transporting it to the site. Please realize that the laboratory conformance testing usually takes three to four business days to complete.

Foundations

We anticipate conventional spread footings bearing on the stiff or better soils or newly placed and compacted structural soil fill may be used for the proposed structure. Some overexcavation of weaker soils should be anticipated.

Future Studies

The above items warrant further attention and should be addressed on a more detailed design phase exploration program. Additionally, the design phase geotechnical exploration should address the following:

- If some areas will receive new soil fill, the design phase geotechnical exploration should include detailed settlement evaluation.
- Additional plasticity testing and swell testing should be performed to define the potential impact of expansive clays.

We anticipate a site seismic classification of “C” based on our limited borings.

7.0 FOLLOW UP SERVICES

This report is preliminary and is not intended for final design purposes. Additional geotechnical evaluation should be performed once specific building location, type, loading and grades have been established.

8.0 LIMITATIONS

This report has been prepared for the exclusive use of the Commonwealth of Kentucky for specific application to this project site. Our conclusions and recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the Commonwealth of Kentucky. No other warranty is expressed or implied. This company is not responsible for the conclusions, opinions, or recommendations of others based on these data.

Our conclusions and recommendations are based on the design information furnished to us, the data obtained from the previously described preliminary geotechnical exploration, and our past experience. They do not reflect variations in the subsurface conditions that are likely to exist between our borings and in unexplored areas of the site. These variations result from the inherent variability of the general subsurface conditions in this geologic region.

We recommend that the Owner retain S&ME to continue our involvement in the project through the subsequent phases of design and construction. Our firm is not responsible for interpretation of the data contained in this report by others.

Important Information about Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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e-mail: info@asfe.org www.asfe.org

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APPENDIX A

SITE LOCATION/TOPOGRAPHIC MAP

BORING LOCATION PLAN

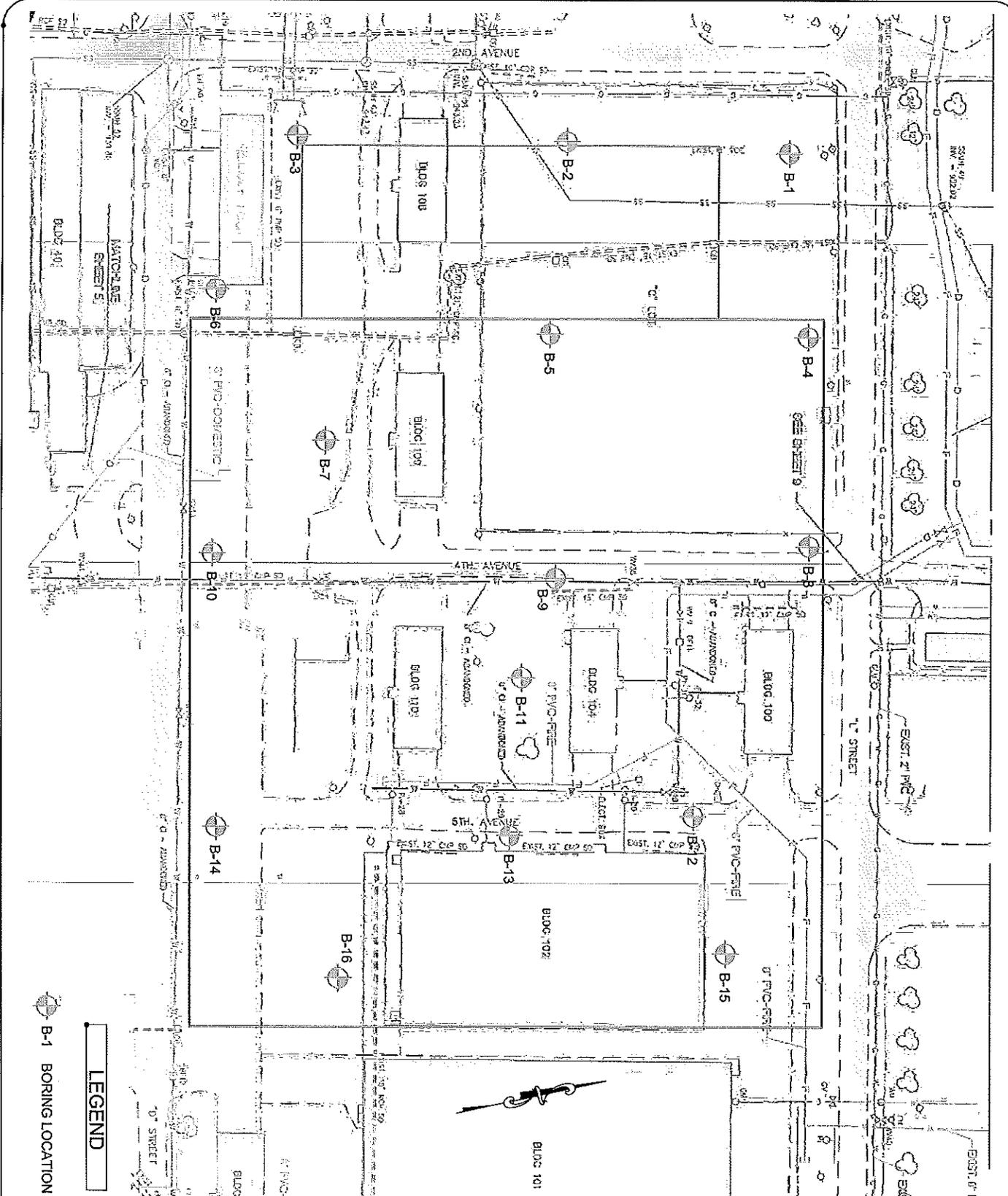


SCALE: 1" = 2000'
 DATE: 10/16/2013
 DRAWN BY: ZWA
 PROJECT NO: 1831-13-951

S&ME
 WWW.SMEINC.COM
 2020 LIBERTY ROAD, STE 105
 LEXINGTON, KY 40505
 PHONE: 859.293.5518

**SITE LOCATION/TOPOGRAPHIC MAP
 BLUEGRASS STATION BUILDING 102
 AVON, KENTUCKY**

FIGURE NO.
 1



SCALE: 1" = 100'
 DATE: 10/25/2013
 DRAWN BY: ZWA
 PROJECT NO: 1831-13-951

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**BORING LOCATION PLAN
 BLUEGRASS STATION BUILDING 102
 AVON, KENTUCKY**

FIGURE NO.
2

APPENDIX B

TEST BORING RECORDS LEGEND

TEST BORING RECORDS

FIELD TESTING PROCEDURES

TEST BORING RECORD LEGEND

FINE AND COARSE GRAINED SOIL INFORMATION														
COARSE GRAINED SOILS (SANDS & GRAVELS)		FINE GRAINED SOILS (SILTS & CLAYS)			PARTICLE SIZE									
N	Relative Density	N	Consistency	Qu, KSF Estimated	Boulders	Greater than 300 mm (12 in)								
0-4	Very Loose	0-1	Very Soft	0-0.5	Cobbles	75 mm to 300 mm (3 to 12 in)								
5-10	Loose	2-4	Soft	0.5-1	Gravel	4.74 mm to 75 mm (3/16 to 3 in)								
11-20	Firm	5-8	Firm	1-2	Coarse Sand	2 mm to 4.75 mm								
21-30	Very Firm	9-15	Stiff	2-4	Medium Sand	0.425 mm to 2 mm								
31-50	Dense	16-30	Very Stiff	4-8	Fine Sand	0.075 mm to 0.425 mm								
Over 50	Very Dense	Over 31	Hard	8+	Sils & Clays	Less than 0.075 mm								
The STANDARD PENETRATION TEST as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathead. The blow counts required to drive the sampler the final two increments are added together and designate the N-value defined in the above tables.														
ROCK PROPERTIES														
ROCK QUALITY DESIGNATION (RQD)				ROCK HARDNESS										
Percent RQD	Quality	Very Hard: Rock can be broken by heavy hammer blows. Hard: Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows. Moderately Hard: Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken with light hammer blows. Soft: Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure. Very Soft: Rock disintegrates or easily compresses when touched; can be hard to very hard soil.												
0-25	Very Poor													
25-50	Poor													
50-75	Fair													
75-90	Good													
90-100	Excellent													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> $\text{Recovery} = \frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$ </td> <td style="width: 10%; text-align: center; padding: 5px;">63 REC NQ 43 RQD</td> <td style="width: 10%; text-align: center; padding: 5px;">Core Diameter BQ NQ HQ</td> <td style="width: 10%; text-align: center; padding: 5px;">Inches 1-7/16 1-7/8 2-1/2</td> </tr> <tr> <td style="border-top: 1px dashed black; padding: 5px;"> $\text{RQD} = \frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$ </td> <td></td> <td></td> <td></td> </tr> </table>							$\text{Recovery} = \frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$	63 REC NQ 43 RQD	Core Diameter BQ NQ HQ	Inches 1-7/16 1-7/8 2-1/2	$\text{RQD} = \frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$			
$\text{Recovery} = \frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$	63 REC NQ 43 RQD	Core Diameter BQ NQ HQ	Inches 1-7/16 1-7/8 2-1/2											
$\text{RQD} = \frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$														
SYMBOLS														
KEY TO MATERIAL TYPES				SOIL PROPERTY SYMBOLS										
Topsoil Asphalt Crushed Limestone Fill Material Shot-rock Fill Low Plasticity Inorganic Silt High Plasticity Inorganic Silt Low Plasticity Inorganic Clay High Plasticity Inorganic Clay Low Plasticity Inorganic Silt or Clay	High Plasticity Inorganic Silt or Clay Organic Silts/Clays Well-Graded Gravel Poorly-Graded Gravel Silty Gravel Clayey Gravel Well-Graded Sand Poorly-Graded Sand Silty Sand Clayey Sand	Peat Limestone Sandstone Siltstone Claystone Weathered Rock Dolomite Granite Gneiss Schist	Amphibolite Metagraywacke Phyllite	N: Standard Penetration, BPF M: Moisture Content, % LL: Liquid Limit, % PI: Plasticity Index, % Qp: Pocket Penetrometer Value, TSF Qu: Unconfined Compressive Strength Estimated Qu, TSF γ_d : Dry Unit Weight, PCF F: Fines Content										
SAMPLING SYMBOLS				Undisturbed Sample Split-Spoon Sample Rock Core Sample Auger or Bag Sample No Sample Recovery Water Level After Drilling Extended Time Reading										



TEST BORING RECORD

BORING NO: **B-01**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 961.0	BORING STARTED: 10/10/2013		BORING COMPLETED: 10/10/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	961.0	0	Asphalt - 5 inches.													
	960.6															
	959.5		Fill: Lean clay (CL) with gravel, VERY-SOFT, dark-brown and light-brown, moist. Fat clay (CH), FIRM to STIFF, light-brown and brown, moist.			18										1 - 3 - 4
						18										2 - 3 - 6
	956.0	5	Lean clay (CL), HARD, brown, few limestone fragments, damp.			18										5 - 22 - 15
	952.7		Auger refusal encountered at 8.3'.													
		10														
		15														
		20														
		25														
		30														

CRAIC2 183113951.CPJ COR_CORP.GDT 10/24/13



TEST BORING RECORD

BORING NO: **B-03**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 947.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	946.9	0	Gravel - 1 inch.													
	945.5		Fill: Lean clay (CL) with gravel, HARD, brown, damp.			11										
	944.7		Lean clay (CL), HARD, light-brown, few cobbles, damp.													
		5	Auger refusal encountered at 2.3'.													
		10														
		15														
		20														
		25														
		30														

CRAIG2 183113951.GPJ OOR_CORP.GDT 10/24/13



TEST BORING RECORD

BORING NO: **B-04**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 957.0	BORING STARTED: 10/10/2013		BORING COMPLETED: 10/10/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50	HAMMER: Automatic	
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	957.0	0	Asphalt - 5 inches.													
	956.6		Fat clay (CH), STIFF, dark-brown and brown, damp.			12										5 - 5 - 4
	954.0		Lean clay (CL), SOFT, brown and gray, moist.			12										2 - 2 - 2
	951.5	5	Fat clay (CH), STIFF to VERY-STIFF, brown and gray, damp.			18										3 - 5 - 5
	947.7	10	Gray limestone.			10										3 - 17 - 50-0"R
	947.3		Auger refusal encountered at 9.7'.													
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_QOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-05**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 953.0	BORING STARTED: 10/10/2013		BORING COMPLETED: 10/10/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50	HAMMER: Automatic	
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (ft)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	953.0	0	Asphalt - 5 inches.													
	952.6		Lean clay (CL) with gravel, VERY-STIFF, light-brown, brown and gray, damp.			12										3 - 12 - 12
	950.0		Fat clay (CH), FIRM, gray and brown, moist.			18										4 - 4 - 4
	947.5	5	Lean clay (CL), FIRM, brown and gray, damp.			18										2 - 4 - 4
	945.0		Lean clay (CL), VERY-STIFF, brown and gray, damp.			11										20 - 50-5"R
	944.0		Gray limestone.													
	943.6	10	SPT refusal encountered at 9.4'.													
		15														
		20														
		25														
		30														

CRANG2_183113951.GPJ_QOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-06**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 945.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	945.0	0	Topsoil - 5 inches.													
	944.6		Fat clay (CH), STIFF, dark-brown, moist.			12										7 - 4 - 6
		5				8										
	939.0		Fat clay (CH), SOFT, dark-brown and gray, few limestone fragments, moist.													
	937.8		Fine sand (SW), VERY-DENSE, reddish brown, few limestone fragments, damp.			16										1 - 3 - 50-4"R
	937.5		Additional undisturbed sample obtained in an offset hole between depths of 3.0' and 5.0'.													
		10	Auger refusal encountered at 7.5'.													
		15														
		20														
		25														
		30														

CRAIG2_183113951_GPJ_CORP_GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-07**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 947.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	947.0	0	Gravel - 8 inches.													
	946.3		Fat clay (CH) with gravel, STIFF, brown, damp.			12										8 - 4 - 6
	943.6		SPT refusal encountered at 3.4'.			0										50-0"R
		5														
		10														
		15														
		20														
		25														
		30														

CRAIG2 183113951.GPJ CCR_CORP.GDT 10/24/13



TEST BORING RECORD

BORING NO: **B-08**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 958.0	BORING STARTED: 10/10/2013		BORING COMPLETED: 10/10/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	958.0	0	Topsoil - 5 inches.													
	957.6		Fat clay (CH), STIFF, brown, damp.			12										3 - 5 - 5
	955.0		Lean clay (CL), HARD, brown, few limestone fragments, damp.			19										
		5				12										14 - 17 - 14
	949.5		SPT refusal encountered at 8.5'.			0										50-0"R
		10														
		15														
		20														
		25														
		30														

CRAIG2 183113951.GPJ CORP.CORP.GDT 10/24/13



TEST BORING RECORD

BORING NO: **B-09**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 953.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	953.0	0	Gravel - 4 inches.													
	952.7		Fat clay (CH), STIFF, dark-brown and brown, mottled, damp.			12										2 - 4 - 5
	949.0		Lean clay (CL), HARD, brown, few limestone fragments, damp.			17										3 - 7 - 50-5"R
	947.0	5	Silt (ML), VERY-DENSE, brown, few limestone fragments, damp.			8										25 - 50-2"R
	946.5		Gray limestone.													
	946.3		SPT refusal encountered at 6.7'.													
		10														
		15														
		20														
		25														
		30														

CRAIG2 183113951.GPJ CORP CORP.GDT 10/24/13



TEST BORING RECORD

BORING NO: B-10

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 947.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	947.0	0	Asphalt - 5 inches.													
	946.8		Fat clay (CH) with gravel, FIRM, brown, damp.			12										3 - 3 - 4
	944.0		Fat clay (CH), HARD, gray, brown and reddish brown, mottled, few limestone fragments, moist.			14										2 - 3 - 50-3"R
	942.2	5	SPT refusal encountered at 4.8'.													
		10														
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_QOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-11**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 954.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	954.0	0	Topsoil - 5 inches.													
	953.8		Lean clay (CL), FIRM, brown, moist.			12										3 - 4 - 4
	951.0		Fat clay (CH), STIFF, dark-brown, light-brown and gray, damp.			18										3 - 5 - 6
	948.0	5	Gray limestone.													
	947.7		Auger refusal encountered at 6.2'.													
		10														
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_CORP_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-12**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 958.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	958.0	0	Asphalt - 5 inches.													
	957.6		Lean clay (CL), FIRM, brown and dark-brown, damp.			18										2 - 3 - 5
	955.0		Lean clay (CL), HARD, light-brown and brown, few limestone fragments, dry.			12										21 - 23 - 17
	951.8	5	Light-gray limestone.			4										50-4"
	951.6		Auger refusal encountered at 6.5'.													
		10														
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_DOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: B-13

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 955.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	955.0	0	Asphalt - 5 inches.													
	954.6		Fat clay (CH), STIFF, light-brown, dark-brown and gray, damp to moist.			12										2 - 5 - 5
						18										4 - 6 - 8
	949.5	5	Lean clay (CL), HARD, brown and gray, damp.													
	948.5		Gray limestone.			10										10 -
	948.1		SPT refusal encountered at 6.9'.													50-5"R
		10														
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_CORP_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-14**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 949.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	948.9	0	Asphalt - 4 inches.													
			Lean clay (CL), VERY-STIFF, brown and dark-brown, damp.			18										4 - 6 - 10
	946.0		Fat clay (CH), STIFF, light-brown, dark-brown and gray, mottled, damp.			18										3 - 5 - 5
	942.8	5	Light-gray limestone.			4										50-4"R
	942.6		Auger refusal encountered at 6.7'.													
		10														
		15														
		20														
		25														
		30														

CRAIGZ_183113951.GPJ_QOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-15**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 957.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (in)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"		
									0	10	20	30	40		50	
	957.0	0	Asphalt - 5 inches.													
	956.6		Lean clay (CL), STIFF to VERY-STIFF, dark-brown, brown and gray, mottled, few limestone fragments, damp.			18										2 - 3 - 6
	952.5					0										
	952.3	5	Gray limestone. Auger refusal encountered at 4.7'.			17										12 - 13 - 50-5"R
		10														
		15														
		20														
		25														
		30														

CRAIG2_183113951.GPJ_QOR_CORP.GDT_10/24/13



TEST BORING RECORD

BORING NO: **B-16**

PROJECT: Bluegrass Station Building 102		JOB NO: 1831-13-951	REPORT NO:
PROJECT LOCATION: Avon, Kentucky			
ELEVATION: 950.0	BORING STARTED: 10/9/2013		BORING COMPLETED: 10/9/2013
DRILLING METHOD: 4.25" CFA	RIG TYPE: D-50		HAMMER: Automatic
GROUNDWATER (ft): Dry upon completion		BORING DIAMETER (IN): 4	SHEET 1 OF 1

Remarks:

Groundwater	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	Lithology	Sample Type	Recovery (ft)	RQD (%)	Qu	STANDARD PENETRATION RESISTANCE (N)					BLOWS /6"	
									0	10	20	30	40		50
	950.0	0	Gravel - 7 inches.												
	949.4		Lean clay (CL) with gravel, STIFF, brown, damp.			18									12 - 7 - 4
	947.0		Lean clay (CL), STIFF, brown and dark-brown, few limestone fragments, damp.			24									
		5													
	941.8		Auger refusal encountered at 8.2'.			12									5 - 5 - 6
		10													
		15													
		20													
		25													
		30													

CRAIG2_183113951.GPJ_QOR_CORP.GDT_10/24/13

FIELD TESTING PROCEDURES

Field Operations: The general field procedures employed by S&ME, Inc. are summarized in ASTM D 420 which is entitled "Investigating and Sampling Soils and Rocks for Engineering Purposes." This recommended practice lists recognized methods for determining soil and rock distribution and ground water conditions. These methods include geophysical and in situ methods as well as borings.

Borings are drilled to obtain subsurface samples using one of several alternate techniques depending upon the subsurface conditions. These techniques are:

- a. Continuous 2-1/2 or 3-1/4 inch I.D. hollow stem augers;
- b. Wash borings using roller cones or drag bits (mud or water);
- c. Continuous flight augers (ASTM D 1425).

These drilling methods are not capable of penetrating through material designated as "refusal materials." Refusal, thus indicated, may result from hard cemented soil, soft weathered rock, coarse gravel or boulders, thin rock seams, or the upper surface of sound continuous rock. Core drilling procedures are required to determine the character and continuity of refusal materials.

The subsurface conditions encountered during drilling are reported on a field test boring record by a field engineer who is on site to direct the drilling operations and log the recovered samples. The record contains information concerning the boring method, samples attempted and recovered, indications of the presence of various materials such as coarse gravel, cobbles, etc., and observations between samples. Therefore, these boring records contain both factual and interpretive information. The field boring records are on file in our office.

The soil and rock samples plus the field boring records are reviewed by a geotechnical engineer. The engineer classifies the soils in general accordance with the procedures outlined in ASTM D 2488 and prepares the final boring records that are the basis for all evaluations and recommendations.

The final boring records represent our interpretation of the contents of the field records based on the results of the engineering examinations and tests of the field samples. These records depict subsurface conditions at the specific locations and at the particular time when drilled. Soil conditions at other locations may differ from conditions occurring at these boring locations. Also, the passage of time may result in a change in the subsurface soil and ground water conditions at these boring locations. The lines designating the interface between soil or refusal materials on the records and on profiles represent approximate boundaries. The transition between materials may be gradual. The final boring records are included with this report. The detailed data collection methods used during this study are discussed on the following pages.

Soil Test Borings: Soil test borings were made at the site at locations shown on the attached Boring Plan. Soil sampling and penetration testing were performed in accordance with ASTM D 1586.

The borings were made by mechanically twisting a 5-5/8" outer diameter auger into the soil. At regular intervals, the drilling tools were removed and samples obtained with a standard 1.4 inch I.D., 2 inch O.D., split tube sampler. The sampler was first seated 6 inches to penetrate any loose cuttings, then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot was recorded and is designated the "penetration resistance".

Representative portions of the samples, thus obtained, were placed in glass jars and transported to the laboratory. In the laboratory, the samples were examined to verify the driller's field classifications. Test Boring Records are attached which graphically show the soil descriptions and penetration resistances.

Soil Auger Soundings: Soil auger soundings were made at the site at the locations shown on the attached Boring Location Plan. The soundings were performed by mechanically twisting a steel auger into the soil. However, unlike the soil test borings, a smaller diameter solid stem auger was used and no split-spoon samples were obtained. The driller provided a general description of the soil encountered by observing the soils brought to the surface by the twisting auger. The auger was advanced until refusal materials were encountered and the refusal depth was noted by the driller. The auger is then withdrawn and the depths to water or caved materials are then measured and recorded by the driller.

Soil auger soundings provide a rapid, economical method of obtaining the approximate bedrock depth, groundwater depth, and general soil conditions at locations where detailed soil testing and sampling is not required.

Water Level Readings: Water table readings are normally taken in conjunction with borings and are recorded on the "Test Boring Records". These readings indicate the approximate location of the hydrostatic water table at the time of our field investigation. Where impervious soils are encountered (clayey soils) the amount of water seepage into the boring is small, and it is generally not possible to establish the location of the hydrostatic water table through water level readings. The ground water table may also be dependent upon the amount of precipitation at the site during a particular period of time. Fluctuations in the water table should be expected with variations in precipitation, surface run-off, evaporation and other factors.

The time of boring water level reported on the boring records is determined by field crews as the drilling tools are advanced. The time of boring water level is detected by changes in the drilling rate, soil samples obtained, etc. Additional water table readings are generally obtained at least 24 hours after the borings are completed. The time lag of at least 24 hours is used to permit stabilization of the ground water table which has been disrupted by the drilling operations. The readings are taken by dropping a weighted line down the boring or using an electrical probe to detect the water level surface. Occasionally the borings will cave-in, preventing water level readings from being obtained or trapping drilling water above the caved-in zone. The cave-in depth is also measured and recorded on the boring records.

APPENDIX C

SUMMARY OF LABORATORY TEST DATA

LABORATORY TESTING PROCEDURES

Lab Summary



S&ME, Inc - Lexington 2020 Liberty Road, Suite 105 Lexington, KY 40505

Project No.: 1831-13-951

Report Date: 10/24/13

Project Name: Bluegrass Station Bldg 102 Prelim

Client Name: Commonwealth of KY Finance and Administration Cabinet

Client Address: 403 Wapping Street, 1st Floor, Frankfort, Kentucky 40601

BORING NO.	SAMPLE DEPTH, FT.	SAMPLE TYPE	USCS	NATURAL MOISTURE CONTENT, %	ATTERBERG LIMITS			MAX DRY DENSITY PCF / OPTIMUM MOISTURE %	UNIT WEIGHT, PCF		UNCONFINED COMPRESSIVE STRENGTH, PSF	MATERIAL FINER THAN NO. 200, %	SPECIFIC GRAVITY	CBR, %
					LL	PL	PI		WET	DRY				
B-1	1.0 - 2.5	SPT		26.9										
B-1	3.5 - 5.0	SPT		30.8										
B-1	6.0 - 7.5	SPT		12.1										
B-2	1.0 - 2.0	SPT		31.6										
B-2	3.5 - 5.0	SPT		15.3										
B-2	6.0 - 7.0	SPT		20.6										
B-3	1.0 - 1.9	SPT		10.7										
B-4	1.0 - 2.0	SPT		25.7										
B-4	3.5 - 4.5	SPT	CL	27.8	40	20	20							
B-4	6.0 - 7.5	SPT		27.2										
B-4	8.5 - 9.3	SPT		21.9										
B-5	1.0 - 2.0	SPT		19.4										
B-5	3.5 - 5.0	SPT		27.5										
B-5	6.0 - 7.5	SPT		22.9										
B-5	8.5 - 9.4	SPT		12.8										
B-6	1.0 - 2.0	SPT		29.0										
B-6	6.0 - 7.3	SPT		28.7										
B-8	1.0 - 2.0	SPT		27.1										
B-8	5.0 - 6.0	SPT		12.4										
B-9	1.0 - 2.0	SPT		25.2										
B-9	3.5 - 4.9	SPT		13.1										
B-9	6.0 - 6.7	SPT		7.0										
B-10	1.0 - 2.0	SPT		24.9										
B-10	3.5 - 4.7	SPT	CH	28.6	57	22	35							

Kristy Cannady
Technical Responsibility

Kristy Cannady
Signature

Project Engineer
Position

10/25/2013
Date

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Lab Summary



S&ME, Inc - Lexington 2020 Liberty Road, Suite 105 Lexington, KY 40505

Project No.: 1831-13-951

Report Date: 10/24/13

Project Name: Bluegrass Station Bldg 102 Prelim

Client Name: Commonwealth of KY Finance and Administration Cabinet

Client Address: 403 Wapping Street, 1st Floor, Frankfort, Kentucky 40601

BORING NO.	SAMPLE DEPTH, FT.	SAMPLE TYPE	USCS	NATURAL MOISTURE CONTENT, %	ATTERBERG LIMITS			MAX. DRY DENSITY PCF / OPTIMUM MOISTURE %	UNIT WEIGHT, PCF		UNCONFINED COMPRESSIVE STRENGTH, PSF	MATERIAL FINER THAN NO. 200, %	SPECIFIC GRAVITY	CBR, %
					LL	PL	PI		WET	DRY				
B-11	1.0 - 2.0	SPT		23.2										
B-11	3.5 - 5.0	SPT	CH	23.5	61	26	35							
B-12	1.0 - 2.5	SPT		20.7										
B-12	3.5 - 4.5	SPT		11.3										
B-13	1.0 - 2.0	SPT		26.3										
B-13	3.5 - 5.0	SPT		29.8										
B-13	6.0 - 6.8	SPT		15.2										
B-14	1.0 - 2.5	SPT		21.6										
B-14	3.5 - 5.0	SPT	CH	26.7	59	27	32							
B-15	1.0 - 2.5	SPT		23.2										
B-15	3.2 - 4.6	SPT	CL	15.7	35	17	18							
B-16	1.0 - 2.5	SPT		23.9										
B-16	6.0 - 7.0	SPT		23.9										

Kristy Cannady
Technical Responsibility

Kristy Cannady
Signature

Project Engineer
Position

10/25/2013
Date

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LABORATORY TESTING PROCEDURES

Soil Classification: Soil classifications provide a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current problems. In our investigations, samples obtained during drilling operations are examined in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on our "Test Boring Records."

The classification system discussed above is primarily qualitative and for detailed soil classification two laboratory tests are necessary: grain size tests and plasticity tests. Using these test results the soil can be classified according to the AASHTO or Unified Classification Systems (ASTM D 2487). Each of these classification systems and the in-place physical soil properties provides an index for estimating the soil's behavior. The soil classification and physical properties obtained are presented in this report.

Compaction Tests: Compaction tests are run on representative soil samples to determine the dry density obtained by a uniform compactive effort at varying moisture contents. The results of the test are used to determine the moisture content and unit weight desired in the field for similar soils. Proper field compaction is necessary to decrease future settlements, increase the shear strength of the soil and decrease the permeability of the soil.

The two most commonly used compaction tests are the Standard Proctor test and the Modified Proctor test. They are performed in accordance with ASTM D 698 and D 1557, respectively. Generally, the Standard Proctor compaction test is run on samples from building or parking areas where small compaction equipment is anticipated. The Modified compaction test is generally performed for heavy structures, highways, and other areas where large compaction equipment is expected. In both tests a representative soil sample is placed in a mold and compacted with a compaction hammer. Both tests have four alternate methods.

Test	Method	Hammer Wt./Fall	Mold Diam.	Run on Matl. Finer Than	No. of Layers	No. of Blows/Layer
Standard	A	5.5 lb./12"	4"	No. 4 sieve	3	25
D 698	B	5.5 lb./12"	4"	3/8" sieve	3	25
	C	5.5 lb./12"	6"	3/4" sieve	3	56

Test	Method	Hammer Wt./Fall	Mold Diam.	Run on Matl. Finer Than	No. of Layers	No. of Blows/Layer
Modified	A	10 lb./18"	4"	No. 4 sieve	5	25
D 1557	B	10 lb./18"	4"	3/8" sieve	5	25
	C	10 lb./18"	6"	3/4" sieve	5	56

The moisture content and unit weight of each compacted sample is determined. Usually 4 to 5 such tests are run at different moisture contents. Test results are presented in the form of a dry unit weight versus moisture content curve. The compaction method used and any deviations from the recommended procedures are noted in this report.

Atterberg Limits: Portions of the samples are taken for Atterberg Limits testing to determine the plasticity characteristics of the soil. The plasticity index (PI) is the range of moisture content over which the soil deforms as a plastic material. It is bracketed by the liquid limit (LL) and the plastic limit (PL). The liquid limit is the moisture content at which the soil becomes sufficiently "wet" to flow as a heavy viscous fluid. The plastic limit is the lowest moisture content at which the soil is sufficiently plastic to be manually rolled into tiny threads. The liquid limit and plastic limit are determined in accordance with ASTM D 4318.

Moisture Content: The Moisture Content is determined according to ASTM D 2216.

EXHIBIT F



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

November 14, 2014

Nancy Brownlee
Div. of Real Properties
403 Wapping St. 1st Floor
Frankfort KY 40601

Re: Finance Cabinet, Building #102 - Bluegrass Station Division

Advertising Date as Shown on Notification: November 24, 2014

Dear Nancy Brownlee:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 1-012, dated November 6, 2014 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-B-01294-14-1, Building

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 012**

Determination No. CR 1-012

Date of Determination: November 6, 2014

PROJECT NO. 034-B-01294-14-1

___x___BLDG ___HH

This schedule of the prevailing rate of wages for Locality No. 012, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 1-012.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ELEVATOR CONSTRUCTORS:	BASE RATE	\$30.46
	FRINGE BENEFITS	8.92

GLAZIERS:	BASE RATE	\$24.15
	FRINGE BENEFITS	11.45

IRONWORKERS:	BASE RATE	\$26.97
	FRINGE BENEFITS	20.01

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	11.09

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$21.41
	FRINGE BENEFITS	11.09

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	11.09

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.71
	FRINGE BENEFITS	11.09

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$22.21
	FRINGE BENEFITS	11.09

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$22.51
	FRINGE BENEFITS	11.09

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.80
	FRINGE BENEFITS	12.36

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	12.36

HEAVY HIGHWAY GROUP 3: Asphalt luteaman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$22.10
	FRINGE BENEFITS	12.36

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.70
	FRINGE BENEFITS	12.36

MARBLE, TILE & TERRAZZO:

Finishers:

	BASE RATE	\$15.48
	FRINGE BENEFITS	0.00

Setters:

	BASE RATE	\$22.49
	FRINGE BENEFITS	0.00

MILLWRIGHTS:

	BASE RATE	\$24.18
	FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OSCP CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$28.75
	FRINGE BENEFITS	14.15

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$27.66
	FRINGE BENEFITS	14.15

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$24.68
	FRINGE BENEFITS	14.15

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.85
	FRINGE BENEFITS	14.15

**OPERATING ENGINEERS / HEAVY HIGHWAY:
 NCCCO OR OECP CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.15

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$28.85
	FRINGE BENEFITS	14.15

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

****Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

PAINTERS:

Brush, roller & paperhanger:

	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

	BASE RATE	\$18.37
	FRINGE BENEFITS	9.10

PLASTERERS:

	BASE RATE	\$20.65
	FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:	BASE RATE	\$31.00
	FRINGE BENEFITS	17.06

ROOFERS: (Excluding Metal Roofs)	BASE RATE	\$22.03
	FRINGE BENEFITS	9.10

SHEETMETAL WORKERS: (Including Metal Roofs)	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:	BASE RATE	\$30.14
	FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman: BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper: BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment: BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics: BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area: BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper: HEAVY & HIGHWAY	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper: HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic: HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

**END OF DOCUMENT
CR 1-012
NOVEMBER 6, 2014**

EXHIBIT G

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.

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 data 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.)

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 H

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: _____

Table with 4 columns: Name, Home Address, Social Security Number, % of Ownership. Includes horizontal lines for data entry.

(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:

Table with 4 columns: Owner, Full Name of Relative & Social Security Number, Agency, Board or Commission, Title. Includes horizontal lines for data entry.

(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 SEAL?

EXHIBIT I

Commonwealth of Kentucky SOLICITATION

TITLE: RFP#121614 BLUEGRASS STATION BUILT TO SUIT 200,000 SF BLDG

DATE ISSUED 2014-11-05	SOLICITATION CLOSES Date: 2014-11-17 Time: 10:30:00	SOLICITATION NO. RFP 785 150000124 PHASE I
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I S S U E D B Y	Finance Div of Real Property Natalie Brawner and Nancy Brownlee	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:

FOR INFORMATION CALL: Scott Aubrey 502-564-2205
 ONLINE BIDDING PROHIBITED Yes
 OWNERSHIP TYPE: Sole Proprietorship Partnership Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default						
Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt

1 RFP#121614 BLUEGRASS
STATION BUILT TO SUIT

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
97100	REAL PROPERTY RENTAL OR LEASE			

Extended Description

DESIGN BUILD FINANCE BUILT TO SUIT RFP LEASE CONTRACT FOR APPROX 4.59 AC OF LAND TO PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, AND LEASE BACK TO COMMONWEALTH A 200,000 SF ADMINISTRATION OPERATIONS WAREHOUSE SHIPPING-RECEIVING TRANSPORTATION BLDG

B I L L T O	421083 FAC FSS REAL PROPERTIES 403 WAPPING STREET BUSH BLDG 3RD FLOOR FRANKFORT KY 40601-2607 US	S H I P T O
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1500000124	Document Phase Final	Document Description RFP#121614 BLUEGRASS STATION B UILT TO SUIT 200,000 SF BLDG	Page 3 of 3
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To access the RFP document, click on the attachments button and download the attachments.

EXHIBIT J

Commonwealth of Kentucky SOLICITATION

TITLE: RFP#121614 BLUEGRASS STATION BUILT TO SUIT 200,000 SF BLDG

DATE ISSUED 2014-11-05	SOLICITATION CLOSES Date: 2014-11-17 Time: 10:30:00	SOLICITATION NO. RFP 785 150000124 PHASE II
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I S S U E D B Y	Finance Div of Real Property Natalie Brawner and Nancy Brownlee	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:

FOR INFORMATION CALL: Scott Aubrey 502-564-2205
 ONLINE BIDDING PROHIBITED Yes
 OWNERSHIP TYPE: Sole Proprietorship Partnership Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default						
Line	GL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt

1 RFP#121614 BLUEGRASS
STATION BUILT TO SUIT

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
97100	REAL PROPERTY RENTAL OR LEASE			

Extended Description

DESIGN BUILD FINANCE BUILT TO SUIT RFP LEASE CONTRACT FOR APPROX 4.59 AC OF LAND TO PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, AND LEASE BACK TO COMMONWEALTH A 200,000 SF ADMINISTRATION OPERATIONS WAREHOUSE SHIPPING-RECEIVING TRANSPORTATION BLDG

B I L L T O	421083 FAC FSS REAL PROPERTIES 403 WAPPING STREET BUSH BLDG 3RD FLOOR FRANKFORT KY 40601-2607 US	S H I P T O
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1500000124	Document Phase Final	Document Description RFP#121614 BLUEGRASS STATION B UILT TO SUIT 200,000 SF BLDG	Page 3 of 3
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To access the RFP document, click on the attachments button and download the attachments.

EXHIBIT K

PARTIAL PERMITS

The Building Code Official is authorized to issue a permit for any part of a building or structure before the plan complete package has been submitted. Upon request, the Building Code Official is also authorized to issue partial permits if an entire plan package has been filed but falls short of meeting the requirements for full permit.

The issuance of a partial permit is contingent upon adequate information and details having been filed to demonstrate compliance with all pertinent requirements of the Code.

SITE / FOUNDATION

The following items are required before a Site and Foundation Permit is to be issued. Not all items will be applicable on each project. All drawings shall be dimensioned and drawn to scale.

- **ARCHITECT/ENGINEER**
The services of an Architect or Engineer shall be confirmed. When their services are required, the plans shall bear the seal and signature of the Architect and /or Engineer (KRS 322/323 and Table 122.1 of the KBC)
- **SITE PLAN**
A site plan showing the location of the building and its distance to property lines and other buildings on the same property and finished grades shall be submitted. (Section 106.2 KBC)
- **SITE SURVEY**
A plan illustrating the location of property lines and bearing the seal and signature of a land surveyor shall be submitted. (Section 106.2 KBC)
- **NOTICE:**
Information for the installation of underground sprinkler supply lines shown on the site plan is not covered under a site and foundation permit. A separate letter of approval or disapproval shall be required for this work. This work shall be performed by a Kentucky licensed sprinkler contractor. (refer to Krs 198B.660)
- **FOUNDATION PLAN**
A foundation plan and details shall be submitted, including anchorage details. This includes final anchor bolt plans from pre-engineered metal buildings,
- **FLOOR PLANS**
A floor plan of the building with sufficient information to identify all areas and the Use Group shall be submitted. (Chapter 3, KBC)
- **Seismic Design Data & Letter of Special Inspection**
(Sections 1603.1.5 and 1704)
- **CONSTRUCTION TYPE**
Sufficient construction details (i.e. exterior walls, interior bearing structure and floor/roof assembly) shall be submitted to confirm the building will comply with the minimum construction required. (Chapters 5 and 6 KBC)
- **FIRE WALLS**
If a fire wall is provided, the location of this wall shall be identified on the foundation and floor plans. A full height section through the wall shall be submitted.

FIRE WALL- A wall designed with a noncombustible material, specified fire rating and structurally independent to allow collapse of construction on either side without causing collapse of the wall itself. A fire wall shall be continuous from footer to or through roof. (Section 705. KBC)
- **SUPPRESSION SYSTEM**
Fire suppression design criteria shall be submitted when the project requires a sprinkler system involving more than 10 sprinklers. This applies to limited area systems as well as full coverage systems. (Section 903.2 and 302.1.1, KBC)
- **ADDITIONS**
If the proposed structure is an addition to an existing structure, information confirming the following shall be submitted for the existing building: (Section 3403 KBC)
 - a) Construction Type;
 - b) Fire wall location, construction and fire rating;
 - c) Building Area
 - d) Number Stories
 - e) Use group Classification; and
 - f) Type suppression system (Full coverage of limited area).
- **FEE**
The architectural plan review fee shall be paid in full before any release for construction can be issued. (Section 121 KBC)
- **FAST TRACK ELECTIVE**
For applicants seeking a quicker footing and foundation review only. The drawings and documents identified above submitted by close of business any Wednesday, for a S/F review the following Friday afternoon. Fee shall be calculated from Table 121.3.1 *plus* an additional 50% of the full fee. Additional fee shall not be less than \$400 and not more than \$3000.

EXHIBIT L

PR- _____ – Fayette County

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into between _____, "LESSOR"; and the **COMMONWEALTH OF KENTUCKY**, acting by and through Lori H. Flanery, Secretary of the Finance and Administration Cabinet, for the use and benefit of the **DEPARTMENT OF MILITARY AFFAIRS**, 100 Minuteman Parkway, Frankfort, KY 40601-6168, the "COMMONWEALTH" or "LESSEE;"

WITNESSETH:

WHEREAS, the Department of Military Affairs has determined that construction under a "built-to-suit" Lease Agreement as authorized by K.R.S. 56.8161 to 56.8179 and 56.820, as amended by House Bill 167, as adopted by the 2013 Kentucky General Assembly, of a 200,000 square foot administration/operations/warehouse/shipping-receiving/transportation building and related infrastructure, all at Bluegrass Station, would promote the public purposes of the Department of Military Affairs, and would otherwise serve the best interests of the Commonwealth of Kentucky; and,

WHEREAS, the Department of Military Affairs submitted to the Secretary of the Finance and Administration Cabinet a request that the Finance and Administration Cabinet advertise for proposals as authorized by K.R.S. 56.8161, et seq., for construction of such facilities at Bluegrass Station; and,

WHEREAS, the Secretary of the Finance and Administration Cabinet approved the request of the Department of Military Affairs and solicited proposals for construction of the needed facilities; and,

WHEREAS, the Governor approved the request of the Department of Military Affairs and the determination of the Secretary of the Finance and Administration Cabinet by Determination and Finding dated _____, 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. 121614, "Private Entity to Finance, Design, Develop, Construct, and Lease-Back (to the Commonwealth), and 200,000 sf administration/operations/warehouse/shipping-receiving/transportation building and Related Infrastructure at Bluegrass Station, Lexington, KY," as amended or supplemented by amendments thereto, issued by the Department for Facilities Management and Support Services, Finance and Administration Cabinet, 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 4.59 acres, including improvements thereon, located in Fayette County, Kentucky, to wit:

LEGAL DESCRIPTION
Commonwealth of Kentucky
Bluegrass Station Division

LEASE AREA – BUILDING #102

Being a parcel of land located in the Avon Community of Fayette County, Kentucky, on the East side of Ware Road (KY 2335), on the North side of Briar Hill Road (KY 57), on the Bluegrass Station property and more particularly described as follows:

Beginning at a point with Kentucky State Plan Coordinates, KY North Zone 210,051.97N and 1,619,780.93E, said point being on the South side of "L" Street, East of Fifth Avenue in Bluegrass Station, said point also being S85°07'38"W, 1181.14 feet from a boundary corner of a tract of land conveyed to the Commonwealth of Kentucky as recorded in Deed Book 2835, Page 242, Fayette County, Kentucky, said point also being N88°11'28"W, 1477.54 feet from another boundary corner of the aforesaid Commonwealth of Kentucky tract; thence, **S17°10'27"W, 373.14 feet** to a point, said point having State Plane Coordinates 209,695.47N and 1,619,670.75E, said point also being N85°51'03"W, 1683.07 feet from a 1/2" iron rod with identification cap stamped "Corps Lou-KY" at another boundary corner of the aforesaid Commonwealth of Kentucky tract; thence, **N72°49'33"W, 536.00 feet** to a point, said point having plane coordinates 209,853.74N and 1,691,158.65E; thence, **N17°10'27"E, 373.14 feet** to a point, said point having State Plane Coordinates 210,210.24N and 1,619,268.83E; thence, **S72°49'33"E, 536.00 feet** to the **Point of Beginning**, containing **200,000 Square Feet**. See attached plat for additional information. This survey performed by Morris A. Talbott, PLS (Kentucky License No. 2421), on December 14, 2013.

Being part of the same property conveyed to Commonwealth of Kentucky by Deed from United States of America, said Deed recorded in Deed Book 2713, Page 639, Office of the County Clerk, Fayette County, Kentucky.

3. As required by the terms and conditions of R.F.P. No. 121614, as amended, and as provided by K.R.S. 56.820, the Lessor covenants and agrees that it shall construct the building 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 building 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 building to be constructed on the above described property is 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 _____ months (_____ years) from the effective date, by which time the total cost of erection of the building 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 building 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 _____ months (_____ 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, 2014, of \$62,833.33 per month, or \$754,000.00 annually including amortization cost for long-term financing. The \$754,000.00 shall be the "Total Annual

Lease Cost" during such period or periods. The rent shall be paid in advance in monthly 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 month after the commencement of the initial lease term.

7. The Lessor shall not be authorized to convey the leasehold estate to a third party except with the written consent of the Adjutant General of the Kentucky Department of Military Affairs and 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 Lessee shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, for the life of this Lease Agreement, except during the first year warranty period and for manufacturer warranty items. Other than the items of equipment under warranty and for the casualty insurance required to be maintained and paid for by Lessor pursuant to Section 9, Lessee shall pay all costs and expenses associated with the leased premises, including, without limitation, all maintenance and utilities. Property on Bluegrass Station is exempt from Ad Valorem tax pursuant to KRS 132.195.

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 warehouse building 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. 121614, 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. 121614, 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. 121614, 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(9) 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:

Edward W. Tonini, Major General,
KYNG
The Adjutant General

By: _____

RECOMMENDED:

Steve Collins, Director
Bluegrass Station Division
Department of Military Affairs

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

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 _____, as Lessor, on this _____ day of

_____, 2014.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

LESSEE:
Commonwealth of Kentucky,

By: _____
Lori H. Flanery, 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 Lori H. Flanery, Secretary of the Finance and Administration Cabinet, as Lessee, on this _____ day of _____, 2014.

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

EXHIBIT M

<u>MEMBER SCORE</u>	<u>EVALUATION CRITERIA</u> [(The Respondents with the three (3) highest total average scores from Phase I will make up the Short List of three (3))]	<u>MAXIMUM SCORE</u>
_____	<u>PHASE I</u> Narrative design This section shall clearly and succinctly describe the Offeror's approach to this Project. Issues such as design intent, and coordination with and benefits to the Commonwealth and the Department of Military Affairs, should, at a minimum, be addressed.	15
_____	This section should also identify the composition of Offeror's proposed design/build team. This section shall also identify the 'downstream' team members—the composition of the design/build team, to include, but not be limited to: architectural firm, engineering firm, and all other contractors, subcontractors to be utilized in completing this project.	<u>15</u>
(Total)		30 Max.
_____	Corporate Background and Experience The corporate background and experience section shall include from the Offeror: Details of the background of the Offeror, date established, ownership (public company, partnership, subsidiary, etc.), company resources, and details of company experience relevant to the proposed project.	10
_____	List, if any, current or past similar construction projects developed/constructed/managed by the company. (Note: if the proposal is submitted by an individual, the same type of information will be required.)	<u>25</u>
(Total)	(Should the proposal be submitted by a non-builder, a corporation or business venture formed solely for the purpose of responding to this RFP, the above information shall be submitted for each individual within the said corporation, business venture or partnership)	35 Max.
_____	Financial Offerors must provide evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team. The Offeror shall provide:	
_____	1. An audited financial statement for each of the last three years must be provided for the applicable legal entity submitting a proposal. This statement should, at a minimum, list all assets and liabilities and be certified by a registered certified public accountant who is not an officer of the company or individual submitting the proposal. Offeror should also include a statement of changes of financial position of the business entity within the last three- (3) years. If the Offeror is a new entity incorporated for the purposes of operation of this project, then Offeror must provide individual income tax records and financial statements for all owners and/or general partners with more than twenty percent- (20%) interest, for each of the last three (3) years.	7
_____	2. A current (unaudited) financial statement.	7
_____	3. Bank references for the company shall be provided including name, address, and current telephone number of the given financial institution. This should include a signed authorization for release of financial information from each bank listed.	7
_____	4. Projected design, development costs, and explained contingencies must be detailed.	7
_____	5. A description of the proposed financing plan including, but not limited to, source of credit, terms of credit and repayment schedule. Source of credit will identify credit for construction as well as long term financing of structures.	<u>7</u>
(Total)	SIGNED: _____ DATE _____ 1	<u>35 Max.</u> Phase I 100 points Max

EVALUATION CRITERIA
PHASE II

Project Approach and Required Drawings and Documents – TAB B

- | | | |
|---|--|-----------|
| — | • Provide written and graphic description of Offeror's approach to this project. All drawings to be 30" x 42" | 10 |
| — | • Composition of Design/Build Team shall be the same as submitted in the Offeror's Phase I Proposal. If any <u>additional</u> subcontractors have been <u>added</u> to the Design/Build Team for this Phase II submittal, identify those subcontractors with name, address, phone number and specific trade experience. | 10 |
| — | • Drawings and Documents to be submitted shall be complete to an approximate schematic design level. The following documents shall be submitted as a minimum. | 10 |
| | a. Site Plan, illustrating the following components at a minimum: | |
| | 1. Site layout showing all buildings, parking, all roads, fencing, pavement and landscaped areas; | |
| | 2. Site utilities, including water, sewer, electric, duct banks and communication cabling, gas and geothermal fields, as applicable. | |
| — | b. Floor plans of primary buildings (see list below) at 1/8" = 1'-0" showing all rooms, walls, columns, door swings, plumbing fixtures, built-in millwork and other features and spaces which fully describe the various building architectural features. Floor plans shall describe overall dimensions and sizes of major spaces. | 10 |
| — | c. Elevations of facade of buildings at 1/8" = 1'-0". Include notation of finishes, as well as overall dimensions and height. | 10 |
| — | d. Building Sections of buildings at 1/8" = 1'-0". | 5 |
| — | e. Other sections or plans, at the option of the Offeror, to fully describe the structural system(s). | 5 |
| — | f. Written, detailed narrative description of the mechanical, electrical, life safety, security and communication systems for the type building structure proposed, including differing systems or zones within a building that requires separate mechanical systems. | 10 |
| — | g. Written outline specifications, CSI format, describing all building systems for all divisions of the work | 10 |
| — | h. Provide Critical Path Method (CPM) schedule to be used on this project. | 10 |
| — | i. A rendering or series of renderings that portray the character of the facility to ensure that the concept and appearance meet the intent of the RFP. It is important that this facility be sensitive and compatible with the unique atmosphere of Bluegrass Station. | 10 |

(SUB-TOTAL)

SIGNED: _____ DATE: _____

100 Max

OFM	-- OFM Evaluation of proposal, TO BE SCORED BY OFFICE OF FINANCIAL MANAGEMENT, WITHIN FINANCE AND ADMINISTRATION CABINET	50*
BUYER	-- Financial Data and Benefits to Kentucky (page 46 of RFP) TO BE SCORED BY COMMONWEALTH BUYER	50**
_____	--Oral Presentation	<u>50</u>
	TOTAL MAXIMUM SCORE (Phase I and Phase II)	<u>250</u>

* The Offerors' financial information [evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team] will be reviewed by the Office of Financial Management, within the Finance and Administration Cabinet for a score by that office of up to 50 points.

** The Offeror whose proposal has the shortest lease term will be awarded 100 points. The Offerors with the next shortest lease terms will be awarded points as in the example below.

(As Example only):

Shortest lease term: 185 months = 100 points
 Next shortest lease term: 273 months = $185/273 \times 50$ points = 34 points (rounded)
 Next shortest lease term: 302 months = $185/302 \times 50$ points = 31 points (rounded)

EVALUATION PROCESS

The evaluation process will consist of the following steps:

1. Pre-evaluation of each proposal by the Division of Real Properties.
2. Evaluation of each proposal by the Bluegrass Station Built-to-Suit RFP selection committee; Each Committee Member will score each criteria and indicate a total score.
3. Ranking of proposals; identifying and/or determining whether a single proposal is responsive to the RFP criteria. For projects with more than one response, an average score from the Evaluators will be calculated.
4. Financial Data and Benefits to Kentucky (page 46 of RFP) shall be scored separately by the Commonwealth Buyer. The Bluegrass Station Built-to-Suit RFP selection committee will not review/evaluate this portion of the Offeror's proposal.

EXHIBIT N

GROUND LEASE

THIS LEASE, made and entered into this _____ day of _____, 2013, by and between the COMMONWEALTH OF KENTUCKY, MILITARY AFFAIRS, BLUEGRASS STATION DIVISION, ("Lessor" or "Commonwealth"), acting by and through the Secretary of the Finance and Administration Cabinet pursuant to KRS Chapter 45A and 56, and _____ (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, it is the plan of the Department of Military Affairs, Bluegrass Station Division, to develop, expand, and maintain a business complex that will attract new business and continue to promote economic growth in the Commonwealth of Kentucky; and,

WHEREAS, the Department of Military Affairs has determined that construction under a lease/lease back arrangement as authorized by K.R.S. 56.820(3), of a building and related infrastructure at Bluegrass Station, will promote the public interest and needs of the Department of Military Affairs; and,

WHEREAS, the Department of Military Affairs submitted to the Secretary of the Finance and Administration Cabinet a request that the Finance and Administration Cabinet advertise for proposals for construction of such facility at Bluegrass Station; and,

WHEREAS, the Secretary of Finance, approved the request of the Department of Military Affairs and solicited proposals for construction of the needed facility; 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;

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 made and entered into in conformity with of the terms, conditions and stipulations contained in R.F.P. No. 121614, as amended, for the lease of land to a private entity to finance, design, develop, construct, and lease-back {to the Commonwealth} Building #102 – a 200,000sf, administration/operations/warehouse/shipping-receiving/transportation building and Related Infrastructure, at Bluegrass Station, Lexington, Kentucky, issued by the Department for Facilities and Support Services, Finance and Administration Cabinet, Division of Real Properties, incorporated herein by reference, the same as if copied verbatim herein.
2. That for the term and considerations hereinafter set forth, the Lessor hereby leases and lets unto the Lessee those certain premises located within the grounds of Bluegrass Station in Fayette County, Kentucky, described in Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"),

together with all improvements and appurtenances thereto, including access to and from the Leased Premises over roads of Bluegrass Station Installation leading to the Leased Premises.

3. Access to the site will be restricted and passes will be issued by Bluegrass Station; no unescorted foreign nationals will be allowed on site. All contractors, suppliers and others working on this project are responsible for their employees' conduct and all shall be confined to the project site unless granted access otherwise by Bluegrass Station.
4. This Agreement shall become effective the date executed by the Secretary of the Finance and Administration Cabinet and end _____ months (_____ years) thereafter. Either party to this agreement may terminate this agreement by giving thirty (30) days written notice to the other party, calculated from the date of the mailing of notice of termination. Termination of this agreement shall not be considered effective until the last day of the month in which said notice period ends.
5. The Lessee agrees to build, or cause to be built, on the Leased Premises, Building #102 – a 200,000sf, administration/operations/warehouse/shipping-receiving/transportation building and Related Infrastructure, which facility shall be constructed in accordance with the architectural plans and specifications (the "Plans"), as supplied by the Lessee to the Lessor in response to R.F.P.#121614, as amended. As the facilities are to be constructed on state property, the Lessee agrees to assure that contractors employed by them pay prevailing wage

to their workers. Construction of the Building shall not begin until the Plans have been approved by the Secretary of the Finance and Administration Cabinet, acting through the Division of Engineering and Contract Administration, of the Commonwealth of Kentucky, Bluegrass Station Division, and the Kentucky Department of Housing, Buildings and Construction. The Department of Housing, Buildings and Construction will review and approve drawings for plumbing, fire marshal compliance, handicapped accessibility, and Kentucky building code regulations; proof of such approval must be provided to the Division of Engineering and Contract Administration and Bluegrass Station before commencement of construction. If the Division of Engineering and Contract Administration or Bluegrass Station Division disapproves of the Plans, the Lessor shall give the Lessee an itemized summary of the reasons therefore, and the Lessee shall cause the Plans to be revised and resubmit the revised Plans for approval. The Lessor agrees to review the revised Plans within sixty (60) days after submission by the Lessee. In the event that the Plans are not approved within eight (8) months from the execution of this Lease, then this Lease shall be null and void and of no effect. It is understood and agreed by the parties hereto that any variance from the plans and specifications submitted by the Lessee must receive the prior written approval of the Commonwealth.

6. The Lessee shall procure payment and performance bonds in favor of the Commonwealth in the amount of one hundred percent (100%) of the designated amount of the project as security for the faithful performance of the construction

required including liquidated damages and penalties and the payment of all persons who have and fulfill subcontracts which are directly with the Lessee. Such payment and performance bonds shall be issued by a reputable insurance company, authorized to do business in the Commonwealth. The Lessee shall, before beginning the construction/development of facilities, require of any subcontractor employed by the Lessee to construct said facilities, a surety bond or bonds in form satisfactory to the Commonwealth. These bonds shall protect the leased premises against the imposition of mechanics and materialsman's liens and guarantee performance of the construction subcontract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth.

Performance and Payment Bonds Requirements:

1. Each bond furnished by the Lessee shall incorporate, by reference, the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event a Change Order(s), executed by the Lessee, adjusts the Contract Sum, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.
2. Unless the project is exempt from the prevailing wage requirements of KRS 337.505-337.550, the Lessee's bond (s) shall include a provision that will guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the Contract.
7. The Lessee shall coordinate all design and construction procedures/activities in advance with Bluegrass Station's Administrative and Maintenance Points of Contact (POC).
8. The Lessee, at its own expense, shall be responsible for providing for all construction trash and garbage disposal and removal from the entire project

area. All waste handling, storage, and removal shall comply with state and national health and environmental requirements.

- 9a. Existing utility infrastructure components such as power, sanitary sewer, domestic water, fire suppression water and communications conduit are located in close proximity to the project site. Bluegrass Station will assist Offeror in obtaining temporary power and water services required for construction activities – at no cost.
- b. All existing overhead electrical utility lines and poles and underground utilities currently on the site will have been relocated, removed, capped and/or abandoned in place, under a separate contract, by Bluegrass Station prior to construction start-up of this project.
- c. Storm sewer piping and components do exist at and around this project site and are to be utilized for removal of storm water runoff from this project. All storm water components will be designed and constructed as part of the site and topography and be acceptable to the authorities having jurisdiction and shall not create any extreme run-off conditions. The successful Offeror's design team shall be responsible for final storm water analysis, design and construction. Bluegrass Station has evaluated existing storm drainage components within and around the site, including the potential building storm drainage impact, and has developed a conceptual plan for managing and upgrading of those components. See the attached Preliminary Conceptual Site Plan (Exhibit A).
- d. An nearest existing sanitary sewer main (recently relocated and reconstructed) runs parallel to the east shoulder of 2nd Avenue –The invert of that manhole is at approximately 944.19 (to be field verified).
- e. An nearest existing natural gas line runs parallel to the north shoulder of L Street, north of the building site. Columbia Gas will tap the existing line and install the service line to the building; install a meter set which includes the meter and regulator. Offerors shall be responsible for contacting and coordinating this work with Columbia Gas to provide a complete installation.
- f. A domestic water line runs along the north side of L Street and is available for tapping into for the new building (coordinate tap with Bluegrass Station maintenance personnel). Install a water meter at the building. Provide and install isolation valves to allow future control of associated lines to this building.

- g. A 12" PVC fire suppression water line runs along the north side of L Street. Provide and install isolation valves to allow future control of associated lines to this building.
- h. Four (4) 3" PVC communication conduits run along the north side of L Street with a new pull box located at the north side of L Street and east of the existing driveway to Building 195.
- i. A primary power (4160 volt – w/397 wire size) line runs along the north side of L Street. The Offeror shall provide a step-down, pad mount, transformer as required and extend and underground service line to the building, if reasonably possible, to a meter at the building service entrance. Provide and install the appropriate electric meter.
- j. Portable sanitary facilities shall be provided by and at the expense of the Offeror.
- k. Temporary heat, as necessary, to maintain required temperatures for installation of finish materials and protection of construction that is affected by low temperatures or temperature swings shall be provided by and at the sole expense of the Offeror.
- l. Temporary power will be available through coordination with Bluegrass Station. Any portable electrical power that may be needed to outlying locations of the site shall be provided by and the expense of the Offeror.
- m. All permanent communications, building emergency systems monitoring and security wiring, devices and related components are to be installed by and at the expense of the Offeror. The conduit is not empty; Bluegrass Station will provide fiber or copper infrastructure to applicable manholes/pull stations. The Offeror is responsible for all Telecom copper and/or fiber optic lines and connections from the building's main distribution panel to existing pull boxes and/or manholes north of the project site at L Street. This work shall be coordinated the building tenant's IT technicians and vendor.

10. The Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the the Leased Premises, by reason of work, labor services or materials supplied or claimed to be supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee. If a

mechanic's or materialman's lien shall be filed against the Leased Premises at any time, the Lessee shall cause the same to be discharged within sixty (60) days after the Lessee receives notice of filing thereof by payment, deposit, bond, order of court of competent jurisdiction, or otherwise. If the Lessee in good faith disputes the validity or correctness of any such lien, it may refrain from paying same or causing same to be discharged of record, but it shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien, and the Lessee shall not be deemed to be in default under this Lease while such proceedings or litigation are being conducted in good faith by the Lessee. If the Lessee fails to cause any such lien to be discharged within the period aforesaid, or fails to contest the same as provided above, the Lessee shall be deemed to be in default under this Lease, and the Lessor may, in addition to any other right or remedy it may have, but shall not be obligated to, discharge the same by paying the amount claimed due, or by bonding proceedings, and in any such event, the Lessor shall be entitled to compel the prosecution of any such action for the foreclosure of such mechanic lien by the lienor and to pay the amount of judgment for and in favor of the lienor with interest, costs and allowances. Any amount paid by the Lessor for any of the aforesaid purposes, together with the interest thereon at the then current prime interest rate, or the interest on judgments awarded in the Courts of the Commonwealth of Kentucky, whichever is the greater, shall be repaid on demand by the Lessee to the Lessor.

11. Nothing contained herein shall prohibit the Lessee from mortgaging its leasehold estate in the Leased Premises and/or the Lessee's rights in the facilities thereon to a bank or other lender for the purpose of securing financing for the construction of the facilities; provided, however, that the provisions and conditions of any mortgage of the leasehold estate are subject to the approval of the Lessor, with such approval not to be unreasonably withheld or delayed; and the obligation of said mortgage shall not constitute a debt of the Lessor or of the Commonwealth of Kentucky, and the lien created by said mortgage shall encumber only the leasehold estate in the property described in Exhibit A and hereby demised unto the Lessee, and not the Lessor's fee simple estate in said property.

12. Upon completion of construction of the facility, copies of all permits and certificates shall be submitted to the Division of Engineering and Contract Administration and the Bluegrass Station Division, along with "as built" plans.

13. Should the Lessee, after commencing construction, abandon or for any reason fail to complete the facilities, title to all materials or improvements on the Leased Premises shall immediately vest in and become the property of the Commonwealth of Kentucky. Lessee shall be responsible for any costs incurred by the Lessor in removing or disposing of any materials or improvements. The right is hereby reserved to the Lessor, its offices, agents, and employees, to enter upon the Leased Premises at reasonable times to inspect the Leased Premises, the construction of the Building, equipment, or for any other

reasonable purposes in connection with this Lease.

14. If Lessee defaults in the performance of any of the terms specified herein to be performed by Lessee, or if Lessee commits waste or inflicts unnecessary damage on the leased premises, either intentionally or as a result of gross negligence, Lessor may at any time while such default continues or before the replacement or repair of such waste or damage, upon forty-five (45) days written notice, declare the term of this lease ended and enter into possession of the leased premises and the building thereon, and sue for and recover all rents and damages accruing under this lease and arising out of any violation thereof; or, without declaring the lease void and enter into possession of the Leased Premises and facilities. Lessor may sue for and recover damages accrued or accruing under this lease and arising out of any violation thereof of Lessee.
15. In the event this lease is terminated by Lessor prior to the expiration of the lease term, for any reason other than default, Lessor shall pay to Lessee a termination settlement equal to the balance of the total cost of erection of the building and appurtenances not amortized by the payments of rent previously made by the Lessee.
16. In the event that any telephone, water, sanitary or storm sewer lines, or electricity lines need to be relocated, for whatever reason, the expense of such relocation shall be the responsibility of the Lessee.
17. The Lessee shall not voluntarily, involuntarily, or by operation of law assign, sublet, mortgage or transfer the lease agreement or any interest created therein

to any other person, partnership, corporation or other entity without first notifying and obtaining the prior written consent of the Department of Military Affairs and the Finance and Administration Cabinet. Any attempt to assign, sublet, mortgage or transfer, the lease agreement or any interest created therein without such consent shall be void. If an assignment, sublet, mortgage or transfer of this lease is made with the consent of the Commonwealth, the Lessee shall not be relieved from the performance of the terms of the lease or from the performance of all other terms, covenants and conditions of the lease. If the Lessee is a corporation, then any transfer of the agreement by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its' outstanding voting stock shall constitute an assignment for the purposes of this section. If consent is once given by the Commonwealth to any such assignment, mortgage or subletting, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, mortgage or subletting. Furthermore, any change in the Lessee's business status, i.e., partnership, corporation, should be reported to the Commonwealth immediately.

No assignment, subletting, transfer or mortgage of Lessee's interest in the property shall be effective or binding against the Commonwealth until such time as the assignee and the Commonwealth execute an amendment to this agreement reflecting such transfer.

18. The Lessee shall furnish Builder's Risk Insurance, including the perils of fire, extended coverage, vandalism and malicious mischief in an amount of not less than one hundred percent (100%) of the insurable value of all the work and the coverage, written on the Completed Value Form 17-C, latest edition, including extended coverage endorsement Form #61, latest edition, and malicious mischief endorsement Form #205, latest edition, or on the "All Risk Completed Value Form". Such insurance shall be for the benefit of the Lessee and any subcontractor engaged on the project, as their respective interest may appear. The Builder's Risk Insurance must be dated and in force on the date indicated in the documentation to begin work. The insurance coverage required by the lease document shall be in compliance with the laws of the Commonwealth and shall be placed with a licensed resident local agent in Kentucky who represents insurance companies authorized to do business in Kentucky. The contract amount shall be insurable value unless otherwise noted in the contract documents. All insurance certificates shall be submitted in duplicate to the Lessee and Commonwealth and carry the provision that a 30-day written notice shall be given prior to cancellation by the company to the Lessee and the Lessor.
19. The Lessee shall indemnify and hold harmless the Lessor, and its sub-lessees, any of their departments or agencies, or officers or employees, from any and all claims, demands, damages, actions, costs, including attorney fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property or loss of life or property resulting from or in any way

connected with the character, condition or use of the premises or any means of ingress thereto, or egress therefrom, or resulting from the Lessee's operations on the premises, unless such injury or loss arises directly from the negligence of the Lessor, any of its sub-lessees, departments or agencies, or officers or employees while acting within the scope of their employment.

The Lessee shall, at its own expense, assume defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the Lessor by third persons; and shall pay such judgments that may be rendered in such actions, unless such claims or actions for damages and/or judgments arise directly from the negligence of the Lessor, and any of its departments or agencies, or any of its officers, agents or employees while acting within the scope of their employment.

20. Lessee shall not in its operations discriminate on the basis of race, color, religion, age, sex, ethnic origin, or physical or mental impairment. If at any time any act of Lessee threatens to interfere with any federal or state contract or grant of or to Lessor, Lessee shall have sixty (60) days after receiving written notice from the Lessor in which to rectify the activity, and in the event that the activity is not corrected, the Lessor reserves the right to terminate the lease, with any resulting expense to be borne by Lessee.

21. The Lessor may terminate the lease because of the Lessee's failure to perform the terms and conditions of the contract or lease. If the Lessee is determined to be in default, the Lessor shall notify the Lessee of the determination in writing,

and may include a specified date by which the Lessee shall cure the identified deficiencies. The Lessor may proceed with termination if the Lessee fails to cure the deficiencies within the specified time.

A default in performance by the Lessee for which this lease may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the lease according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the lessee; or
- (f) Actions that endanger the health, safety or welfare of the Commonwealth or its citizens.
- (g) Failure to provide proof of project financing by a date determined in the sole discretion of the Commonwealth.
- (h) The cure provisions set out in the RFP do not apply to subparagraph (g).

The Lessor shall not be liable for any further payment to a Lessee under a contract terminated for the Lessee's default after the date of termination as determined by the purchasing officer except for commodities, supplies, equipment or services delivered and accepted on or before the date of termination and for which payment had not been made as of that date. The Commonwealth may require the Lessee to transfer title and deliver to Commonwealth completed supplies and manufacturing materials. The Lessee and his surety, if a performance or payment bond has been required under the

lease/RFP, shall be jointly and severally liable to the Commonwealth for all loss, cost or damage sustained by the Commonwealth as a result of the Lessee's default. The Lessee's surety liability shall not exceed the final sum specified in the contractor's bond.

The Lessee shall be liable to the Commonwealth for any excess costs incurred in acquiring supplies and services similar to those terminated for default, and for any other damages or remedies available either at law or in equity.

Upon delivery by certified mail to the Lessee of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective, the Lessee shall stop work under the agreement on the date indicated and to the extent specified in the Notice of Termination.

22. Lessee shall maintain in force at all times comprehensive liability insurance in amounts no less than five hundred thousand dollars (\$500,000) for one person and five million dollars (\$5,000,000) for more than one person involved in one accident to protect the Commonwealth of Kentucky, the Department of Military Affairs, and Lessee from claims for bodily injury or death or property damage which may arise from the existence and operation of the leased facility. A certificate of insurance shall be submitted annually to the Director of Bluegrass Station Division for review and approval as to the policy limits and terms. The minimum policy limits may be increased for time to time when the Director of Bluegrass Station Division reasonably determines that an increase in policy limits

will be in the best interest of the Commonwealth and the general public, so long as such increase is customary for properties reasonably similar to the leased premises. Such policy or policies of insurance shall inure to the benefit of both the Lessor and Lessee, and both of them shall be listed as co-insureds in said policy or policies; provided, however, that the insurance carrier shall not be permitted to raise the defense of sovereign immunity to any suit brought against either of the insured except as relates to the Lessor in any case where the amount of the claim exceeds the policy limits.

23. The Lessee will be required to obtain, from a reputable insurance company authorized to do business in the Commonwealth, and carry liability of indemnity insurance providing as a minimum, a combined single limit of \$5,000,000 for any number of persons and/or claims. Said insurance shall name the Commonwealth as additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. The Lessee must furnish a copy of its insurance policy to the Department of Military Affairs prior to commencement of operations, and on an annual basis thereafter for the full term of the lease and any renewals thereof.

After award of the lease, the minimum liability amounts of required coverage established under this Section shall be subject to modification by the Commonwealth, upon sixty (60) days written notice to the Lessee.

24. During the term of the lease agreement, the Lessee shall maintain, at the Lessee's sole expense, fire and extended coverage insurance, including theft and vandalism, covering the proposed development in an amount equal to its full replacement cost value. Lessor shall carry and maintain during the term of the lease, at Lessor's sole cost and expense, fire and extended coverage excluding contents. Said insurance shall name the Lessee as additional insured. Certificates of such policies shall be available to the Lessee within thirty (30) days of the beginning and prior to the expiration of the term of each policy. Renewal or additional policies shall be obtained and maintained by Lessor in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give the Lessee thirty (30) days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

25. The Lessee shall be responsible for paying all state and federal taxes assessed against the project development and the operations conducted on the demised premises. Lessor shall be responsible for any local (LFUCG) property tax and storm water fee. Bluegrass Station properties are exempt from local property taxes under KRS 132.195. Lessor shall be responsible for storm water fees.

26. Lessee, as defined in KRS 45A.030(9), agrees that the Department of Military Affairs, 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 Lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the Department of Military Affairs, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Lease 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 Lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.

27. It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of this Lease shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of said Lease, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. If any provision of this Lease is declared invalid or unenforceable, then the remainder of said Lease shall continue in full force and effect.

28. Upon completion of the improvements constructed by the Lessee on the Leased Premises, the Lessee shall lease such improvements back to the Commonwealth

under the terms and conditions of a separate lease agreement executed by the Lessor and Lessee simultaneously with this Ground Lease.

IN WITNESS WHEREOF, the parties hereto have set their hand on this the day and year first above written.

Recommended:

Department of Military Affairs

Lessee:

Title: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

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 _____, as Lessee, on this _____ day of _____, 2014.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Examined as to Form and Legality:

Patrick W. McGee, Attorney
Finance and Administration Cabinet

LESSOR:
Commonwealth of Kentucky

By: _____
Lori H. Flanery, 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 Lori H. Flanery, Secretary of the Finance and Administration Cabinet, as Lessor, on this _____ day of _____, 2014.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Approved:

Steven L. Beshear, Governor
Commonwealth of Kentucky

Examined:

Counsel to Governor

This Instrument was Prepared By:

Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of General Counsel
Room 392, Capitol Annex Building
Frankfort, Kentucky 40601
(502) 564-6660

EXHIBIT O

Phase I

Environmental Site

Assessment (ESA) –

enclosed as CD

OR CONTACT COMMONWEALTH BUYER AT NANCY.BROWNLEE@KY.GOV