

September 3, 2021

From: Wes Simpson, Chairman of the Downtown Park Steering Committee

To: Design-Builder (DB)

Re: Request for Design-Build Proposal (RFP) for the Glasgow Downtown Amphitheater Farmers Market Pavilion, Glasgow, Kentucky

Dear Design-Builders:

The City of Glasgow, in conjunction with the Downtown Park Steering Committee (“Selection Committee”), (collectively, the “City”), invites you to submit a Design-Build Proposal for a planned Downtown Amphitheater Farmers Market Pavilion in Glasgow, Kentucky. This is an RFP and not an invitation to bid, and although price is important, other factors will be considered pursuant to the selection criteria in this RFP.

It is the intent of the City to select a DB based on the qualifications of the team, technical proposal, and cost proposal. The contract will be made with the City of Glasgow. AIA design-build contract A141, Standard Form of Agreement Between Owner and Design-Builder, as modified, will be used as the contract for the project.

Included in this Request for Proposal are the following documents:

- Section A – Project Information
- Section B – Scope of Services
- Section C – Proposal Guidelines
- Section D – Proposal Form
- Section E – List of Construction Documents
- Section F – Contract Form, subject to modifications
- Section G – Insurance Requirements
- Section H – Project Schedule
- Section I – Selection and Evaluation Process
- Section J – Additional Information

Proposals are due to the Glasgow City Hall at 126 East Public Square, Glasgow, Kentucky 42142 no later than October 15, 2021 at 4:00 p.m. CDT. Your Proposal shall follow the guidelines as outlined in the enclosed documents. Direct all questions to Wes Simpson at downtownglasgowpark@gmail.com by COB October 1, 2021. Answers and/or final addenda will be issued to all interested parties by COB October 8, 2021.

Thank you in advance for your interest in this project.

Sincerely,

Wes Simpson, Chairman of the Downtown Park Steering Committee



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**
CITY OF GLASGOW, KY

Section A – Project Information

The City plans a Downtown Farmers Market Pavilion and Amphitheatre on an approximate 2.4-acre tract of land bounded by West Main Street, Ford Drive, and Water Street. There is an additional approximate 1.3-acre tract of land across Water Street that is being explored by the committee for future park developments and is not included in this RFP. Additionally, DBs should note that the Kentucky Administrative Office of the Courts and Barren County Fiscal Court are considering building a new justice center adjacent to this Project site. Details of the justice center are attached to this RFP for reference only to the extent they may impact DB's Proposals (Attachment A).

The intent of this Project is to provide:

- All-season Farmers Market Pavilion (approximately 4,940 SF)
 - 4,551 SF Heated Area, 3,506 SF under porch roof
 - Indoor Space for 18 vendors with walkways, Outdoor (under porch roof) Space for 12 vendors with walkways
 - 6 Overhead Doors
 - Separate men's & women's full gang restrooms
 - Paver stage area as shown on conceptual drawings
 - Interior wiring for future broadband service
 - Interior to be heated for winter and ventilated for summer
 - This structure is in close proximity to historic downtown Glasgow and it is anticipated that this will be the beginning of the revitalization of this part of the city. As such, thorough evaluation will be undergone pertaining to the exterior design and materials so as to keep the building harmonious with its surroundings.
- Amphitheater Bowl (grass) with reserved and open seating to accommodate approximately 3,500 - 4,000 attendees
- Splash Fountain (approximately 14' diameter)
- Entrance Patio / Plaza
- Walking Trail
- Playground
- Various other features such as benches, reserved seating areas, picnic tables, bike racks, trees, patio tables, storage closets, and any other unique features (chess tables, musical elements, etc.)
- Supporting infrastructure including parking, drainage, utilities, landscaping, exterior flood and area lighting, and perimeter fencing. Parking for large events will largely be provided by existing public parking.

A preliminary design is attached as Attachment B to serve as a general concept of the City's goals. The preliminary design is not intended to restrict DBs' ideas or creativity in any way.

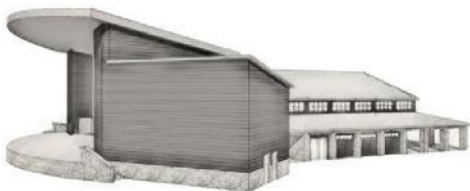


**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**
CITY OF GLASGOW, KY

Section B – Scope of Services

The City is seeking to engage a DB to perform all design and construction services necessary for the Project. The DB's Proposal shall include, at a minimum, the following Scope of Services. The following scope items are intended to clarify, but not limit, the Request for Proposals:

1. DB shall perform, with their own personnel and qualified subcontractors, all work in accordance with the Construction Documents, and based on the requirements contained in this RFP.
2. The DB shall enter into an agreement with the City. The DB shall perform all design services necessary for completion of the project, including but not limited to Architectural, Interior Design, Structural, Civil, Mechanical, Electrical and Plumbing Engineering. These design services shall be included in the DB's base proposal.
3. DB shall provide a temporary field office at the site for its on-site personnel and a conference room for bi-weekly meetings with the City. In addition, the DB shall coordinate subcontractor trailers, offices, shanties and staging areas. The cost to construct and remove the temporary field offices, shanties and the like and restore any damage to the property shall be included in the DB's base proposal.
4. Temporary utilities for the construction shall be included in the DB's Proposal, including but not limited to the following:
 - a. Electrical Service
 - b. Heating and Ventilation and Cooling
 - c. Water
 - d. Temporary Toilets
5. DB shall be responsible for providing and maintaining temporary toilets for all site construction personnel and shall be cleaned on a regular basis. Use of the new restrooms shall not be permitted.
6. Rubbish removal will be the DB's responsibility. All labor and dumpsters costs (including the loading dock dumpster cost) shall be included in DB's Proposal.
7. DB shall perform final cleaning of the interior of the space prior to turning it over to the City. Also, included will be sweeping and wash down of all paved areas.
8. DB shall include an allowance to cover all costs associated with securing the building permits that are necessary for the completion of the work. Bonds, permits, licenses, etc., required for conducting business, shall be provided by and paid for by the DB. DB shall include the fees for submission of the project to the authorities having jurisdiction and responding to issues with the design professionals. Tap fees and capacity changes shall be paid for by the DB. However, the City shall pay for the building permit issued by the City of Glasgow/Barren County.
9. Upon award of the contract, the DB shall provide a schedule including but not limited to design phase with 50% and 90% review meetings, permit submission date, construction duration, punch list, substantial completion, and final certificate of occupancy.



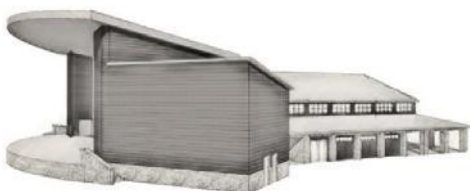
DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

10. Construction operations. The building shall always remain structurally safe unless blocked off and clearly marked as a danger zone. If applicable, DB shall coordinate with the City's equipment vendors for installation of the City's equipment during the construction process.
11. All job site security and the safety of personnel and property shall be the responsibility of the DB.
12. All subcontracts and purchase order agreements for the project will be available for the City's review and shall clearly provide that all the terms and conditions, which govern the DB, shall also govern the subcontractors of every tier.
13. Time is of the essence and, as such, the successful DB must have the capacity and capability to commence work on the Project consistent with this RFP.

The DB shall provide the following activities as part of their proposed scope of services after they are awarded the contract:

A. Preconstruction Services

1. Provide preliminary evaluation of the City's goals and objectives for the project and develop a project approach with the City and their end users/ stakeholders.
2. Based on the Schematic Design Documents, prepare Design Development Documents and Construction Schedules to comply with the City's goals and objectives.
3. Identify potential long lead material requirements and establish a program to secure materials for project in order to reduce any potential schedule impacts. In addition, advise of alternative materials and/or suppliers which could be substituted for the long lead materials. Provide recommendations to the City and other Project participants and secure the long lead materials and vendor commitments.
4. Review Design Development Documents during their development and advise on the selection of materials, building systems, equipment and construction means and methods. Provide recommendations on the construction details, material availability, procurement timing, installation techniques and other construction-related issues.
5. Review documents relative to building code issues and requirements under local jurisdiction. Notify the City of any issues which may influence procurement of the building permit.
6. Submit permit documents to authorities having jurisdiction and follow-up to secure and expedite the building permit. Provide any "Expedited Permit" options and their associated costs to the City.
7. Obtain approval of the Construction Documents from the City.
8. Throughout the Pre-construction period, conduct bi-weekly meetings with the City to discuss the project status.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

B. Construction Services

1. Establish a submittals control system to expedite and track shop drawings, product submittals, samples, etc. Maintain and update the system daily and report the status to the Project Team during Bi-Weekly meetings with the City.
2. Schedule, monitor and implement the flow of all documents and materials for the proper sequence so as to prevent delays in the progress of the work.
3. Coordinate and manage the work to be performed by all subcontractors from commencement through final completion. Ensure materials furnished and the work performed is in accordance with the Contract Documents.
4. Coordinate all testing procedures, including the services provided by others, as required by the Contract Documents and authorities having jurisdiction. Keep accurate records of all tests, inspections, findings and reports.
5. The DB shall coordinate all design and construction work with vendors directly hired by the City, if any.
6. Oversee, manage, supervise and initiate all safety precautions and programs in connection with the performance of the Project.
7. Cleanup of jobsite premises and surrounding areas from accumulation of waste materials and/or rubbish caused by operations relating to the Project.
8. Establish a clear organization with true lines of authority in order to carry out the Contract work.
9. Maintain a record-keeping system to monitor and track the progress of the work and cost. Such records shall include, but not be limited to, correspondence, contracts, purchase orders, meeting minutes, daily reports, change order logs, RFI logs, Approval Letter logs, progress schedules, jobsite manpower reports, material delivery shipment tickets, shop drawings, etc. to comply with the Contract Documents.
10. Conduct weekly jobsite Progress Meetings with subcontractors to discuss safety, coordination efforts, procedures, progress, problems, scheduling and open issues.
11. Conduct bi-weekly City/DB Progress Meetings/Conference Calls with the City to discuss coordination efforts, procedures, progress, problems, scheduling and open issues.
12. Submit monthly Payment Application using AIA Form G702 to the City. Allow minimum one (1) week for review and approval. The City shall pay within thirty (30) days after approval. The City will withhold 10% retainage. Provide sufficient cost breakdown to allow for verification of work completed in the field and summarization of contract values.
13. Receive, manage and review all change order requests from subcontractors. Review unit prices, quantities, time and material tickets for accuracy and contract compliance. Provide adequate supporting backup to justify pricing as required by the City.
14. Review changes proposed by the City and make recommendations regarding constructability, cost and the effect on the project schedule.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

15. Receive, manage and review all requests for changes required by field conditions and/or the progress of the work and obtain approval from the City prior to commencement of the work.
16. Track approved, and pending, change order costs. Prepare monthly cost reports for the City's review.
17. Coordinate with the City's designated vendors, such as furniture installer, mover, specialty contractors, etc., field conditions, hoisting and installation logistics and procedures.
18. Manage and coordinate the completion of the DB's Punchlist in accordance with the approved and accepted schedule for punch-list completion.
19. Submit Certificate of Substantial Completion and Final Completion. Obtain applicable governmental Certificate of Occupancy.

C. Post Construction Services

1. Compile in an organized manner all close-out documents, including but not limited to guarantees, warranties, operation manuals, testing reports, and as-built drawings, and submit to the City for review and approval. Acceptable Closeout documentation and final bill are due no later than 30 days after substantial completion.
2. Close all subcontracts and purchase orders in an expeditious manner and resolve claims/disputes for the contract closeout and lien release.
5. Compile and provide to the City all record and drawings close-out documents as required by the Contract Documents
6. Submit Final Application for Payment.
7. Include an independent HVAC test and balance report of all occupied spaces such as the offices, restrooms, break room, locker room, testing and control rooms.
8. Provide evacuation maps in CAD and PDF format in compliance with the building code.

The DB is responsible for the following beyond the construction documents outlined in the RFP:

- A. Site Information - ALTA boundary Survey and topographical survey.
- B. Geotechnical/Geophysical Report(s)



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
 CITY OF GLASGOW, KY

Section C – Proposal Guidelines

Respondents Instructions:

The DB represents that, prior to submitting the Proposal, it has carefully reviewed the enclosed documents for the proposed work and has visited the site to visually inspect the existing conditions. All applicable building code compliance and requirements of the authorities having jurisdiction, including the requirements of local utilities, and any other conditions affecting the completion of the intended work shall be included in the lump sum Proposal. The DB acknowledges that upon the award of the contract, no further consideration will be allowed for errors or oversight in the Proposal.

1. Complete in full the enclosed Section D – Proposal Form.
2. Acknowledge the acceptance to Section F – Proposed Contract Form and required contract terms. If the Design-Build Team takes exceptions to any contract language requested, identify exceptions and provide a detailed explanation and proposed revisions.
3. Discuss any special services your firm can provide to the City on this project.
4. Provide a preliminary project schedule including design, permitting, construction and closeout.
5. Provide Company Qualifications indicating why your Company will be the best suited for this project.

Proposals will not be accepted after the date and time stated on the first page. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete or contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the Proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City and Selection Committee, such information was intended to mislead the Selection Committee in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The Selection Committee also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in the City's best interest. Such waiver shall in no way modify the RFP requirements or excuse the DB(s) from full compliance with the RFP and applicable law. Statements made by a potential DB shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the DB in the preparation and submission of Proposals or in connection to any interview or negotiation related to this RFP. Such costs shall not be included in the Proposal. The City reserves the right to select a DB, multiple DBs or reject any and all Proposals submitted for the subject work.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Format:

To ensure a timely and consistent review, Proposals shall be limited to thirty (30) single-sided, 8.5" x 11" pages with single-space type no smaller than 10-pt. font. Pages may contain graphics and photographs where applicable. Larger paper sizes may be used for graphics & floor plans placed at the end of the Proposal. Covers front and back are allowed as well as a transmittal letter and will not be included in the 30-page limitation. The Proposal will be a "standalone" document. No additional information may be attached or made reference to via webpage or other means. Any information beyond these limitations may not be considered in evaluating the Proposal. The Proposal must conform to the following format:

Part A – Introduction

- Provide the DB's full legal name and address, along with the DB Project representative's name, title, address, phone number and email address.
- Identify the DB's primary contractor(s), including its full legal name and address. Identify the name, title, address, phone number, and email address of an individual who will serve as the representative for the primary contractor(s).
- Identify the DB's primary design professional(s), including its full legal name and address. Provide the name, title, address, phone number and email address of the individual who will serve as the representative for the primary design professional(s). The design professional(s) must be registered with the Kentucky State Board of Licensure for Professional Engineers or Kentucky Board of Architects at the time of submittal.

Part B – Project Understanding and Approach

- Describe the project understanding and anticipated approach to the project.
- Submit a description of the design elements of the Proposal in compliance with the scope of this RFP. Submit preliminary architectural renderings.
- Provide a detailed Project timeline.
- Describe the approach to mitigate/manage potential project risks.
- Address monitoring the quality of the work to ensure high quality for the duration of the project. Discuss steps to meet the proposed schedule.

Part C – Design-Build Project Team Capabilities and Experiences

The Proposer shall provide sufficient information to enable the City to understand and evaluate the Proposer's Team, including but not limited to the following:

- Organizational chart showing the "chain of command" of the anticipated role proposed for the project.
- Describe the general experience of the firms that are part of the DB team. Describe any notable expertise or other special capabilities of members of the DB team (persons or firms) that are critical to your project approach.
- Identify Key Personnel and provide information to demonstrate their abilities through a description of qualifications, experiences, and performances of similar tasks on previous similar projects, background, and education.



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**
CITY OF GLASGOW, KY

- Specific information as it relates to previous project experience, available resources, and anticipated design/construction methods. Each technical experience description should include the following information: narrative describing the project, construction costs, owner's contact information, dates of design and construction, scheduled and actual completion dates, description of project challenges and subsequent mitigation efforts by the Proposer to overcome those project challenges and how these challenges and mitigation efforts may relate to this project.

Part D – Proposal Form

Complete and attach the **Proposal Form** provided in Section D of this RFP.

Part E – DB Financial Resources

DB must provide proof/documentation that it can provide 100% Payment and Performance Bonds and comply with the insurance requirements stated in Section G. Provide a letter of reference from a bank or other financial institution defining the financial status of the DB.

Part F – Eligibility for Preferences

Respondents must indicate whether they are eligible for the Small Business, Reciprocal Resident Bidder, and Qualified Bidder preferences and include any required affidavits as outlined in Section I.C.

Proprietary or Confidential Documents or Trade Secrets:

If a Proposal contains documents the DB believes are proprietary, confidential or trade secrets, DB should identify the exempt information and the basis for such exemption under the Kentucky Open Records Act (KRS 61.870 to KRS 61.884) and submit an additional copy of the Proposal with the confidential or proprietary information redacted.

Submission Requirements:

Respondents must submit 10 hardcopies of their proposals and one digital copy on a CD or USB drive to Glasgow City Hall by 4pm CDT on October 15, 2021.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Section D – Proposal Form

William Simpson, Chairman of the Downtown Park Steering Committee

City of Glasgow

126 East Public Square

Glasgow, Kentucky 42142

- A. Pursuant to and in compliance with your Request for Proposal relating thereto, the undersigned hereby offers and agrees to provide all labor and materials required for the design and construction of:

A Downtown Amphitheater-Farmers Market Pavilion

For

City of Glasgow

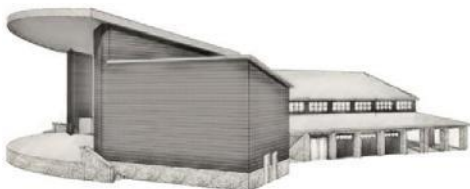
In

Glasgow, Kentucky

- B. The undersigned has carefully examined the Conceptual Documents dated August 27, 2021 and all other Contract Documents relating to the project, acquainted himself with the site and all other conditions relevant to the work and made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the work.
- C. The undersigned hereby proposes to furnish all labor, materials, equipment, tools, taxes, services and all other items necessary or appropriate for the proper and complete execution of the work for the base proposal sum of

_____ Dollars (\$ _____).

- D. All work will be fully completed within _____ consecutive calendar days after execution of a contract or the date of written notice to commence the work, whichever is earlier.
- E. The undersigned submits herein a cost breakdown of the base proposal, unit prices and alternate bids as directed on the Proposal Form. Any or all of the alternate Proposals may be selected by the City and added to, or subtracted from, the base proposal sum as applicable.
- F. The undersigned agrees, if this Proposal is accepted, to enter into an agreement on the AIA Document A141-2014 Standard form of agreement between owner and design-builder, as subsequently modified, for the base proposal sum, adjusted for any alternate Proposals selected by the City. The undersigned further agrees to furnish a performance and payment bond, if so



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**
CITY OF GLASGOW, KY

requested, for 100 percent of the total Contract Price. The cost of said bond, which is not included in the base proposal, is

_____ Dollars (\$_____).

It is understood that should said bond be required, the cost for same will be paid by the City (FSIA).

G. The undersigned agrees that extra or additional work may be compensated on the basis of actual cost plus:

1. _____% for overhead and profit if performed by the DB
2. _____% for overhead and profit if performed by subcontractor(s)

In submitting this Proposal, it is understood that the City reserves the right to reject any or all Proposals, waive any formalities or technicalities in any Proposal and to make an award in the best interest and best value of the City. It is further understood and agreed that this Proposal may not be withdrawn for a period of thirty (30) calendar days after the date set for Proposal receipt.

Base Proposal Cost Breakdown



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Unit Price Schedule

I. The undersigned hereby submits the following unit prices for extra or additional work and for the deletion of work:

<u>Description</u>	<u>Add/Deduct Unit</u>
Structural Steel (Lump Sum)	_____
Concrete Footings (per Cubic Yard)	_____
Concrete Slabs (per Cubic Yard)	_____
Asphalt (per Ton)	_____
Plumbing Fixtures (per Opening)	_____
Sewer Pipe (per Linear Foot)	_____
Water Pipe (per Linear Foot)	_____
Natural Gas Pipe (per Linear Foot)	_____

Excavate, replace and dispose of unsuitable soil materials (on site)

\$ _____ [Per cu. yd.]

Excavation Blasting Removal of Rock
[Per ton] [Per CY]

\$ _____

J. The preceding unit prices include all charges for performance of the applicable work, including the DB's overhead, profit and general conditions.

K. It is understood that the preceding unit prices shall be used wherever applicable.

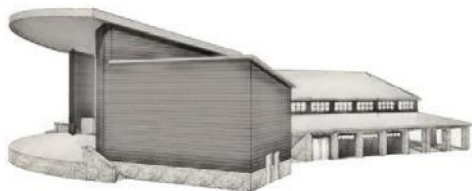


DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Voluntary Alternates

The undersigned hereby submits for consideration, the following alternate Proposals:

<u>Alternate #</u>	<u>Description</u>	ADD:	DEDUCT:
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DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Anticipated Construction Duration: _____ Days

Proposal Submitted By:

Company Name

Company Address

Phone Number

Email

Officer Signature

Officer Title

Printed Name

Date



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Section E – List of Construction Documents

The following design and contract information is part of this RFP:

- A. Written RFP Document
- B. Proposed Justice Center Concept
- C. Site and Architectural Concept Drawings
- D. Sample AIA Document A141 -2014, Standard Form of Agreement Between Owner and Design-Builder, including Exhibit A—Design Build Amendment and Exhibit B—Insurance and Bonds Exhibit, subject to modifications.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Section F – Contract Form

The contract format shall be a modified agreement of American Institute of Architects (AIA) Document A141-2014, *Agreement Between Owner And Design-Builder*. Attachment C is a sample of the original AIA A141-2014. The selected DB shall be required to enter into a modified version of this form on terms and conditions acceptable to the City.

AIA Document A141–2014 obligates the design-builder to execute fully the work required by the design-build documents, which include A141 with its attached exhibits, the project criteria and the design-builder’s Proposal, including any revisions to those documents accepted by the City, supplementary and other conditions, addenda and modifications.

This Project shall be awarded on a stipulated, lump sum basis.

Additional Required Contract Terms

By responding to this RFP, DBs agree to the following terms in the Agreement:

1. Contract Components and Order of Precedence

The City’s acceptance of the DB’s offer in response to the solicitation, indicated by signing the Agreement, shall create a valid contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the RFP;
3. The RFP and all attachments;
4. Procurement Statutes, Regulations, Policies, and Ordinances;
5. Any Best and Final Offer;
6. Any clarifications concerning the DB’s Proposal in response to the RFP;
7. The DB’s Proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

2. Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

3. Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the City and the DB shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.



4. Modifications and Waivers

No modification, change, or waiver of any provision in the contract shall be made, or construed to have been made, unless such modification or waiver is mutually agreed to in writing by the DB and the City, and incorporated as a written amendment to the contract.

Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the DB finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the City for consideration and decision.

5. Changes in Scope

The City may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the City.

6. Contract Conformance

If the City determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon Project plan, the City may request the DB to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The City shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the DB. The City reserves the right to award any contract to the next highest scoring DB, if the successful DB does not execute within a specified deadline the contract after selection of a preferred DB.

7. Assignment

The contract shall not be assigned in whole or in part without the prior written consent of the City.

8. Conformance with Laws and Regulations

This contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, Federal law. Any litigation with respect to this contract shall be brought in state or federal court in Barren County, Kentucky.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Section G - Insurance Requirements

The selected DB shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the State of Kentucky. The DB shall maintain the required insurance until expiration of the period for correction of the work.

1. Commercial General Liability.

- a. Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence, Two Million Dollars (\$2,000,000) general aggregate and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including:
 - i. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. personal injury;
 - iii. damages because of injury to or destruction of tangible property;
 - iv. bodily injury or property damage arising out of completed operations; and
 - v. contractual liability applicable to the DB's obligations under Section 3.1.14 of the A141.
- b. The Design-Builder's Commercial General Liability policy under this Section G shall not contain an exclusion or restriction of coverage for the following:
 - i. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - ii. Claims for property damage to the DB's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a subcontractor.
 - iii. Claims for bodily injury other than to employees of the insured.
 - iv. Claims for indemnity arising out of injury to employees of the insured.
 - v. Claims or losses excluded under a prior work endorsement or other similar exclusionary language.
 - vi. Claims or losses due to physical damage under a prior injury endorsement or similar exclusionary language.
 - vii. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - viii. Claims related to roofing, if the Work involves roofing.
 - ix. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - x. Claims related to earth subsidence or movement, where the Work involves such hazards.
 - xi. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

2. Automobile Liability covering vehicles owned by the DB and non-owned vehicles used by the DB with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section, along with any other statutorily required automobile coverage.



3. The DB may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 1 and 2.
4. Workers' Compensation at statutory limits.
5. Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.
6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
7. If the Work involves the transport, dissemination, use or release of pollutants, the DB shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
 - a. The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth herein, with combined policy limits that are not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate.
 - b. Protective Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
8. Additional Insured Obligations. The City and its consultants and contractors shall be additional insureds on the DB's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Section G.



Section H – Project Schedule

Proposed Project Schedule (Final schedule to be negotiated upon award of contract):

September 3, 2021:	RFP Published
September 17, 2021:	First Questions Due
September 24, 2021:	Site Visit
October 1, 2021:	Final Questions Due
October 8, 2021:	Final Answers Published
October 15, 2021:	Proposals Due
Week of October 25, 2021:	Oral Presentations, If Required
Week of November 1, 2021:	Winner Selected

*The City may need to adjust the schedule based on the new justice center project’s timeline.



DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION
CITY OF GLASGOW, KY

Section I – Selection and Evaluation Process

A. Selection Process

DBs are asked to submit a detailed response to the RFP outlining their Proposal, along with specific information on their experience in operating similar projects and the expected elements of their design-build team.

It is anticipated that upon receiving the RFP responses, the City’s Selection Committee will review submissions and select a set of finalists for competitive negotiations based upon best value, determined by the extent to which those submissions meet the standards and qualifications contained in the Evaluation Criteria. At the conclusion of that process, the Selection Committee will recommend one of the finalists or multiple finalists as the DB(s) for this Project.

1. Initial Review

The Selection Committee will conduct an initial review of all submittals received for completeness. The DB, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

2. Evaluation

The City’s Selection Committee will evaluate complete submittals based on the evaluation criteria, the small business preference, the reciprocal preference for resident bidders, and the qualified bidder preference, as outlined below.

All Proposals will be evaluated by the City in its sole judgment on the basis of the DB’s demonstrated ability to provide the services and products contemplated herein and meet the timelines described herein. It is anticipated that the contract will be awarded to the DB who best meets the criteria stated herein and will best fulfill the City’s needs for this Project. The City will consider the DB, as well as its primary contractor(s) and design professional(s), for all evaluation criteria.

The City reserves the right to request additional information from DBs as deemed necessary by the City in order to evaluate proposals. The City may elect to visit DBs’ completed projects. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

The City reserves the right to require Oral Presentations/Demonstrations by some or all of the Respondents to verify or expand on the Technical or Cost Proposals. The City reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations. The City reserves the right to not conduct oral presentations/demonstrations if they do not affect the final rankings.



3. Selection of DB

Following the interviews, the Selection Committee will recommend to the City the DB(s) for competitive negotiations. The City will select the final Proposal(s) that is most advantageous to the City.

B. Evaluation Criteria

The City will rely on the following criteria and corresponding weights to evaluate Proposals:

1. Technical Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
DB Expertise and Experience	150
Technical Proposal/ Design Concept/ Work Plan	350
Maximum Points Possible	500

2. Cost Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Proposed Cost of Solutions	300
Maximum Points Possible	300

3. Oral Presentation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Presentation	200
Maximum Points Possible	200

4. Total Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Technical Proposal	500
Cost Proposal	300



Oral Presentation	200
Maximum Points Possible	1000

C. Preferences and Conditions

1. Small Business Preference

Preference will be given to a plan that includes the involvement of small businesses as subcontractors, to the extent that small businesses can provide services in a competitive manner, unless any preference interferes with the qualification for funds. Proposals must include a statement explaining the involvement of small businesses in the delivery of the Project or lack thereof.

2. Reciprocal Resident Bidder Preference

If the Selection Committee awards the same score to a resident bidder and a nonresident bidder, preference shall be given to the resident bidder, as required under KRS 65.027(2), KRS 45A.490 to 45A.494, and 200 KAR 5:400. Any DB claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2), available at the following link: <https://finance.ky.gov/services/forms/Documents/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>. DBs not claiming eligibility for resident bidder status shall indicate its state of residence.

3. Qualified Bidder Preference

Preference shall be given to qualified bidders, as required under KRS 45A.470. Any DB claiming qualified bidder status shall submit a notarized affidavit that affirms that it meets the criteria, available at the following link: <https://finance.ky.gov/services/forms/Documents/Affidavit%20for%20Bidders%20Offerors%20and%20Contractors%20Claiming%20Qualified%20Bidder%20Status.pdf>.

4. No Contract Guaranteed

The City reserves the right to request necessary modifications, reject all Proposals, reject any Proposal that does not meet any mandatory requirements under this RFP or applicable law, or cancel this process at any time prior to execution of the contract, according to the best interests of the City.



Section J – Additional Information

1. Conflict of Interest. Prospective DBs must disclose any potential conflicts of interest the DB may have in performing the requested services for the Project and must provide a statement of assurance that the DB is not currently in violation of any regulatory rules or regulations or the subject of litigation that may have any impact on the DB's operations.
2. Prospective DBs may not attempt to improperly influence any member of the selection staff or elected or appointed officials of the City. Any such attempt(s) shall disqualify that Proposal without further consideration.
3. A prospective DB may withdraw its Proposal at any time prior to the date and time set forth herein as the deadline for acceptance of Proposals.
4. The DB must comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
5. All communications from interested parties to the City during the RFP submittal process shall be made electronically through email only to the point of contact listed on Page 1.
6. Once submitted, a response to this RFP becomes property of the City. The release of information will conform to Kentucky law.
7. The City reserves the right to enter into an agreement with any prospective DB at any time, deviate from this RFP, reject any or all Proposals, continue to advertise for new Proposals, negotiate with multiple entities simultaneously, waive any defects in Proposals, or proceed otherwise. The RFP and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective DB.
8. The City is tax exempt from Federal and State excise, use and sales tax.
9. The successful DB and its officers, agents, employees and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of work with the City, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability or United States military service veteran status.
10. In the sole judgement of the City, any and all Proposals are subject to disqualification on the basis of a conflict of interest.



ATTACHMENTS

Attachment A: Proposed New Justice Center Concept

Barren County Judicial Center
Conceptual Site Plan

Site Axons:

Statistics	Details
Site: 5.82 acres Properties required: 3 Parking spaces: • 156 Public • 32 Secured / Staff • 8 ADA • Est. parking cost with site lighting: \$500,000	• Pedestrian green space on W. Main St. integrated with park development • Vehicular access on Water St., shared with park development • Front entry facing park • 3-story building

Date: 7.12.2021

The area within the red outline is the site available for this Project. If the justice center project does not proceed, the additional area outlined in yellow could become available.



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**

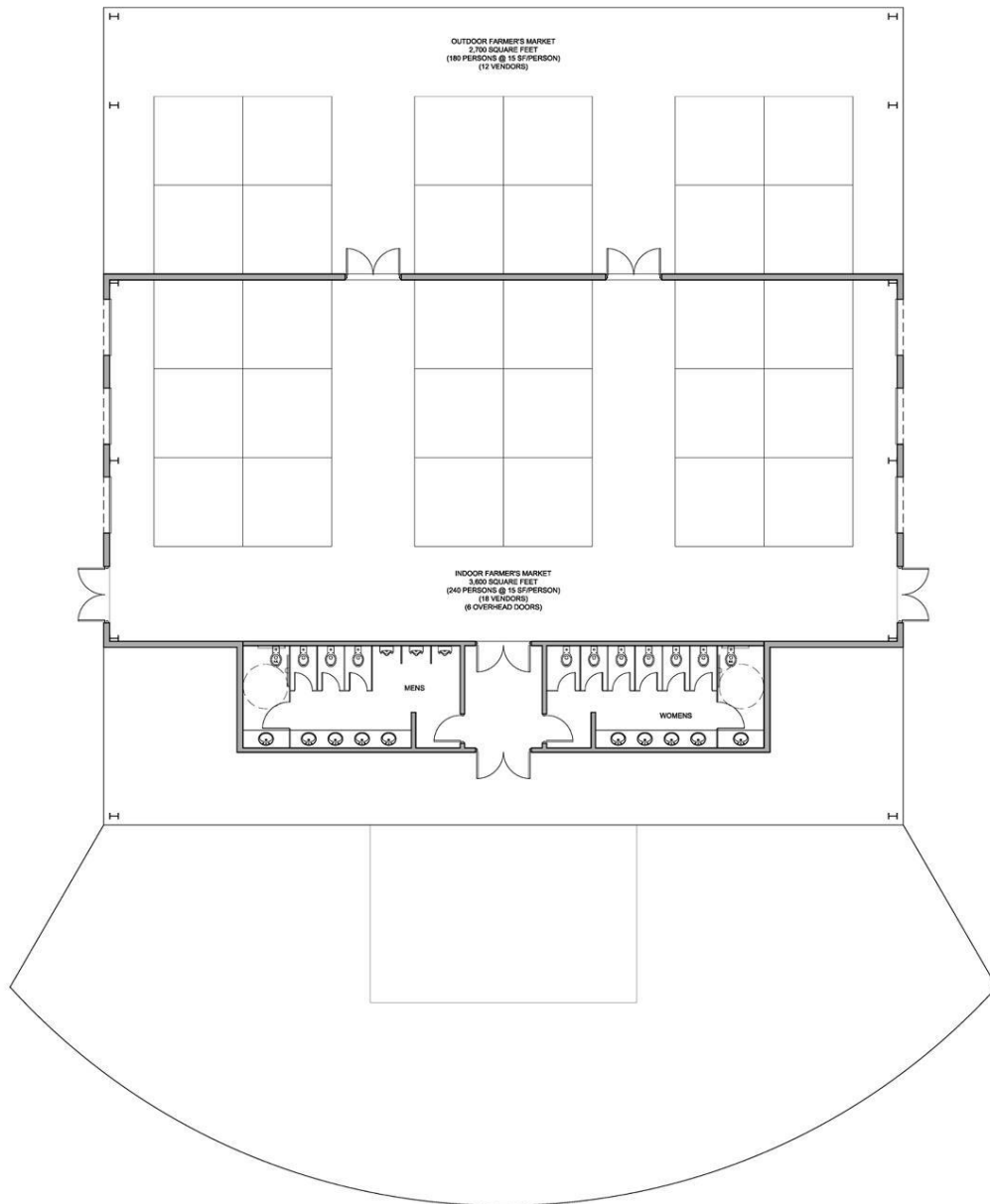
Attachment B: Preliminary Design



DOWNTOWN AMPHITHEATER FARMERS MARKET PAVILION

CITY OF GLASGOW, KY

Phase I Conceptual Building Layout



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**

CITY OF GLASGOW, KY

Phase I Conceptual Building Elevations



**DOWNTOWN AMPHITHEATER
FARMERS MARKET PAVILION**

CITY OF GLASGOW, KY

Addendum 1: City of Glasgow Downtown Amphitheater and Farmers Market RFP Response to Written Questions

Overview

The Request for Proposals (“RFP”) issued on September 3, 2021 is clarified and modified as set forth in this Addendum. The original RFP Documents remain in full force and effect, except as modified by this Addendum, which is hereby incorporated into the RFP. Respondents shall take this Addendum into consideration when preparing and submitting their Proposal. This Addendum addresses the questions the City of Glasgow (the “City”) has received in writing and provides updated links for the RFP.

Questions and Answers

2) Would the City be willing to extend the response deadline?

- Yes, the RFP schedule will be extended as follows:

Final Written Questions Due:	November 5, 2021
Final Response to Written Questions:	November 12, 2021
Private Partner Proposal Due:	November 19, 2021
Oral Presentations:	Week of November 29, 2021
Selection of Private Partner:	Week of December 2, 2021

1) The Finance and Administration Cabinet’s links to the affidavits in the RFP have been updated to the following:

- Affidavit for claiming resident bidder status: <https://finance.ky.gov/office-of-the-secretary/FinanceForms/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>.
- Affidavit for claiming qualified bidder status: <https://finance.ky.gov/office-of-the-secretary/FinanceForms/Affidavit%20for%20Bidders%20Offerors%20and%20Contractors%20Claiming%20Qualified%20Bidder%20Status.pdf>.