



Kenton County Fiscal Court
1840 Simon Kenton Way Ste. 5100
Covington, Kentucky 41011

SUBMISSION INFORMATION

**BID/PROPOSAL KC Private Multi-Family
Development in Conjunction
with Public Development on
County-Owned Property**

BID OPENING DATE: November 27, 2023

TIME: 3:00 P.M. Local Time

LOCATION Purchasing Department

Submit 1 original, 5 copy(s) and Flash/Jump Drive
of the bid/proposal.

BUYER Holly Hill
DATE OF RFB/RFP November 6, 2023

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ **Telephone:** _____

Company Name: _____ **Fax:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Cell Phone: _____ **E-mail:** _____

Authorized Signature: _____

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the Kenton County Fiscal Court the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.

KENTON COUNTY FISCAL COURT
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1. **AUTHORITY** This Request for Bids/Proposals is issued pursuant to applicable provisions of the Kenton County Purchasing Ordinance.
2. **BID/PROPOSAL OPENING** Sealed bids/proposals will be received at the Kenton County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Kenton County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile or e-mailed bids/proposals will not be accepted.**
3. **BID/PROPOSAL PREPARATION** Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.
4. **BID/PROPOSAL ENVELOPES** Envelopes containing bids/proposals must be sealed and addressed to the Kenton County Purchasing Department. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.
5. **ERRORS IN BIDS/PROPOSALS** Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.
6. **RESERVED RIGHTS** Kenton County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Kenton County reserves the right to waive any immaterial defect in any bid. Kenton County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS** Kenton County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.
8. **AWARD** It is the intent of Kenton County to award a contract to the lowest responsible bidder/offeror meeting specifications. Kenton County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Kenton County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.

9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a Kenton County and Cities Occupational License prior to performing any work in Kenton County or any of its Cities, Kenton County Ordinance 225.19, Section III (a). Bidders/Offerors must be in full compliance with all Kenton County and Cities' Occupational License Ordinances (KENTON COUNTY FISCAL COURT ORDINANCES 78-6-1, 220.8, 223.0, 223.7, 225.19, 225.25) prior to awarding of a contract. Kenton County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Kenton County and Cities' Occupational License Ordinances.
12. **TAXES** Kenton County is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, Kenton County is exempt from state and local taxes.
13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an "equal." Kenton County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
14. **SAMPLES** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the vendor's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder/offeror's name, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify Kenton County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal form herein any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION** The Seller shall indemnify and hold harmless Kenton County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against Kenton County as a consequence of granting the Contract.
18. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, Kenton County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. Kenton County shall be entitled to recover its attorney's fees and expenses in any successful action by Kenton County to enforce this contract.

19. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond, cashier check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.
20. **PERFORMANCE BOND** A Performance Surety Bond amounting to one hundred (100%) percent of the Contract price must be provided prior to execution of the contract assuring Kenton County that the project will be pursued with due diligence and completed according to the plans and specifications. This requirement may also be met by a letter of credit.
21. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at Kenton County's destination. Kenton County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.
22. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Kenton County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
23. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" on all chemicals.
24. **EQUAL EMPLOYMENT OPPORTUNITY** Contractor shall comply with the Kentucky Human Rights Act, HRA 344.150 – 344.270 as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.
25. **ROYALTIES AND PATENTS** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Kenton County harmless from loss on account thereof.
26. **LAW GOVERNING** This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Kenton County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Kenton County contracts for a period of two (2) years.

27. **LIABILITY INSURANCE** Unless otherwise provided herein, Liability Insurance in the amount of \$1,000,000.00 must be maintained through out the life of the contract. A Certificate of Insurance naming Kenton County as co-insured must be submitted prior to execution of the Contract. The policy must provide that Kenton County (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.

28. **WORKERS' COMPENSATION** A Workers Compensation certificate shall accompany all bidding documents as proof of payment. Kenton County may request proof of Certification at such other times during the life of the Contract as it deems necessary.

KENTON COUNTY FISCAL COURT
Request for Proposals

Private Multi-Family Development in Conjunction with Public Development on County-Owned Property

Part A: Purpose

The **Kenton County Fiscal Court** (“KCFC”) is requesting proposals from a qualified development firm to partner in the capacity of a Private Development Partner (“Developer”) with the KCFC, and the architecture/engineering firm, Gresham Smith (“Architect”) to construct an approximately 4-story multi-family development (“Project”) atop a parking structure currently in development by the KCFC. KCFC has selected Dugan & Meyers as the Construction Manager at Risk (“CM@R”) for the parking structure. The Project will be constructed on property owned by Kenton County located at 1840 Simon Kenton Way, Covington, KY 41011.

Due to the reconstruction of a portion of the I-71/75 corridor to the west of the project site, parking and circulation currently serving the county government center will be impacted. To offset this impact, the Kentucky Transportation Cabinet (KYTC) is providing funding to assist the county in recovering lost parking and reconfiguring the Kenton County Government Center site. Exhibit A and Exhibit C are the conceptual design study and conceptual renderings, respectively, developed by the Architect for the KCFC to define and validate the scope, scale, and potential cost of the Project. This document is provided for reference and to convey the general scope, scale, and complexity of the project. It does not represent the final approved design.

The KCFC believes there is a compelling opportunity to provide an additional community benefit in the form of multi-family housing constructed atop the new parking structure. The purpose of requesting proposals from qualified developers is to identify a private partner for realizing this opportunity. The Developer will be responsible for identifying a design firm and contractor for the multi-family development. The KCFC intends to engage the Developer and the Developer’s team early in the process to allow acceleration of project development and beneficial coordination of the residential design with the parking structure design. The Developer must be an organization that has proven ability to provide high-quality design for multi-family construction.

Exhibits

The following exhibits are included as part of this Notice:

<u>Exhibit A</u>	Concept Design Package
<u>Exhibit B</u>	Schedule
<u>Exhibit C</u>	Conceptual Multifamily Renderings

Part B: Project Goals and Conditions

The KCFC has the following goals for the project:

1. To optimize the benefit of constructing a new parking structure by facilitating a Public-Private Partnership to deliver a public asset in the form of a multi-family residential development.
2. To responsibly manage the public's resources while leveraging the county's investment to aid the viability of a multi-family development.
3. To partner with the multi-family residential developer that brings the proposal with the greatest overall value to the KCFC. Though not an exhaustive list, the County's value considerations will include a developer's financial commitment to the County (up-front, time-structured or some combination of the two, and/or an alternate proposal), schedule for completion, and overall design proposal.

To aid in achieving these goals, the KCFC offers the following:

1. A ground and/or air lease assumed to be 30 years in duration with additional terms to be negotiated. Developers may propose other lease durations.
2. A number of parking spaces may be accommodated within the construction of the KCFC's new parking structure under terms to be negotiated.
3. Foundations and a structural platform sufficient to support approximately four (4) levels of stick-framed residential development will be included as part of the KCFC's new parking structure – provided the Developer's program does not materially vary from the KCFC's assumed development parameters.
4. Reasonable means of site access to service the development will be accommodated.
5. The KCFC's Architect will reasonably coordinate with the developer to ensure proper accommodation of the developer-provided infrastructure and other components necessary to the function of the Developer's program. The Developer will review the Schematic Design documents provided by the KCFC Architect in mid-December 2023 and will be onboarded once KCFC/Developer agreements are executed.
6. The KCFC will negotiate with the Developer reasonable access to the site during and after the construction of KCFC's program to allow for the timely delivery of the Developer's program.

The Developer will be responsible for the following:

1. Development of all components of construction necessary to construct their program not otherwise specifically provided by the KCFC's building program. (The Developer and KCFC will negotiate equitably and in good faith the assignment of program elements that span practical construction boundaries of the two projects.)
2. Developer will provide all consultants necessary to develop the design of their program not otherwise specifically provided by the KCFC's Architect. The Developer may engage with members of KCFC's design team to perform Developer's design work with KCFC permission.

(The Developer and KCFC will negotiate equitably and in good faith the assignment of program elements that span practical construction boundaries of the two projects).

3. Connection to all utilities necessary to serve the developer's program will be included in the Developer's scope of work unless otherwise negotiated. It is assumed that the developer will provide separate elevators for the residential development. However, the developer may consider coordination of mixed-use elevators with proper security access between the KCFC building and residential development if desired.
4. Develop a proposal that meets the County's desire to coordinate with the developer's infrastructure for the multi-family residential building.
5. The Developer or their assigned representative will be responsible for the management, operation and maintenance of their development unless otherwise negotiated with KCFC.

The Developer must comply with the requirements of all applicable federal, state, and local laws. The KCFC shall reserve the right to approve the awards of all contractors and designers after evaluation and consideration of the recommendation of the Developer.

Part C: Proposed RFP Schedule

Anticipated Calendar of Events

Developer RFP Release	November 6 2023
Developer Questions Due	November 17, 2023
RFP Addenda Deadline	November 21, 2023
Developer RFP Response Due	November 27, 2023
RFP Interviews (if needed)	December 4 – December 8, 2023
Award	December 12, 2023

Part D: Developer RFP Submission Requirements

Overview and Qualifications

The KCFC is seeking a qualified developer who has completed similar projects of similar size and scope of the Project. Firms must meet and provide ample detail to support the following requirements:

- A. Cover letter
- B. Firm overview/profile.
- C. The name and resume of the Development Team, including team structure and roles. Include background on and Key Qualifications of Key Team Members. The proposed team will oversee the work including a description of the projects of similar size and scope the Development Team managed in the past five (5) years. Include the background, qualifications, and roles of the primary team members.
- D. Completion of three (3) or more projects of similar size and scope in the past five (5) years. Please include information necessary to determine the relevance to this project such as size of development, value/cost, project state date and completion date, and your firms' role in planning, development, and execution of the project.

For each reference, the Developer shall provide the following information:

- **Project Name:** Name of the project.
 - **Contact Name:** Person who will be able to answer any customer satisfaction questions.
 - **Phone Number:** Contact phone number.
 - **Email Address:** Contact email address.
 - **Date Completed:** Date of substantial completion and final completion and whether the firm completed the work within the specified dates.
 - **Address:** Street, city, and state where work was performed.
 - **Size and Cost:** Size of the project in square feet and dollar amount.
 - **Duration:** Duration of the project/construction in months.
 - **Type:** Type or general use of the project.
- E. Statement of Financial Resources and Relationships that support the ability to execute this opportunity, including any legal claims history against the lead entity in the past five (5) years
- F. Statement of no fair housing or labor violations within the past 5 years or an identification of the violations
- G. Design and Construction Schedule anticipated for the multi-family housing.
- H. Project Approach that would be key to a successful collaboration with the KCFC including proposed terms and conditions, summarized in the following questions:
- How would you approach funding the site's infrastructure needs? What tools or incentives would need to be available to assist in funding these needs?
 - What is your initial assessment of the appropriate tenant mix, program, and general timeline/phasing for the Development? Please note that we do not expect proposals to include a conceptual site plan or other design work.
 - What is your approach to creating a unique sense of place and urban design excellence within a new ground-up neighborhood?
 - Are there different strategies we should consider as part of this solicitation process that could measurably improve the County's ability to accomplish its goals?
- I. Provide documents exhibiting financial ability to execute the agreement, including. Include a certified true copy of the developer's most current audited financial statement or comparable documentation of the developer's current financial status.
- J. State details (including dates of occurrences, project locations, names and addresses of involved parties, and outcome of claims or applications) as to any of the following involving

developer, or any principal, affiliate, or predecessor of developer: (i) claims alleging breach of any obligation relating to the purchase, development, or improvement of land or any interest in land, (ii) claims alleging breach of any performance guarantee (including surety bonds and/or letters of credit) given to insure the development or improvement of land or any interest in land, (iii) claims alleging a default under any construction loan, (iv) claims alleging breach of any obligation under a developer's agreement or redeveloper's agreement with any municipality or redevelopment agency, and (v) applications or claims for relief under the Bankruptcy Code or any other law providing relief to debtors or creditors.

- K. Set forth location, dates of development approvals for, and nature (including use and density or intensity of development) of all prior projects completed by developer or any affiliate owned or controlled by developer in Kenton County, KY.

Part E: Request for Proposals

All RFP documents, including the selection requirements and the selection schedule, will be available online at <https://www.kentoncounty.org/bids.aspx> on **November 6, 2023**.

For questions regarding this Project, please see the contact information below. All inquiries shall be made in writing via email. No others are to be contacted regarding this Project.

Holly Hill, Purchasing Manager

1840 Simon Kenton Way, Suite 5100

Covington, KY 41011

859-392-1430

holly.hill@kentoncounty.org

Proposals (including a fee proposal, general requirements, project approach, references, and statements of qualifications) must be received by **3:00 PM on 11/27/2023** by hard copy and electronic copy. Four hard copy files and one flash/jump drive containing a single PDF shall be delivered to the contact above. The PDF file size is not to exceed 8 MB. The RFP response shall be a single document with a maximum number of pages not to exceed 30, including pages with photos, dividers, charts, spreadsheets, and appendices. Include a one-page transmittal letter which will not count toward the 30-page limit.

NOTE: Submittals must be received by the specified time to be considered and must be valid for a minimum of sixty (60) days.

The **KCFC** will enter into a single agreement with the successful Developer.

The **KCFC** reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the **KCFC**.

Questions and Addendum

Questions may be submitted to the contact identified above until **3:00 PM ET, November 17, 2023**. All responses to questions and requests for clarification will be in writing and issued as addenda to

the RFP before **3:00 PM, November 21, 2023**. Any addenda issued prior to the submittal deadline shall become part of the RFP and any additional information required shall be addressed and included in the proposal.

Part F: Selection Process & Scoring Card

F.1 Award Criteria

The award of the Developer Agreement shall be by the criteria outlined in the RFP. The Developer Agreement shall be in a form approved by the KCFC. The evaluation of proposals will be conducted in conformance with major categories, including:

- A. Completeness of proposal.
- B. Current and past experience of projects of similar complexity demonstrating experience developing multi-family residential buildings.
- C. Proposed team members and their relevant similar experience.
- D. Demonstrated history of successful completion of projects for which the Developer partnered with similar Counties.
- E. Overall “best value” offer.
- F. Any other factor or combination of factors which the KCFC deems appropriate to inform selection.

F.2 Interviews

At the discretion of the KCFC, interviews may be conducted with selected prospective developers.

The purpose of the interview will be to provide an opportunity for selected prospective developers to present qualifications, past performance, Project approach, schedule, and general plan for constructing the Project. It will also provide an opportunity for the KCFC to seek clarification of the Developer’s proposal.

The proposed Development Team should be in attendance to answer any questions or provide clarification at the request of the KCFC selection committee members. The Development Team must be the Developer’s representative who will be in daily control of the Project. In addition to the presence of the Development Team, the individual(s) with authority to negotiate the terms of the contract shall be present at all interviews.

If interviews are held, the method of presentation will be at the discretion of the KCFC, and the interviews will be held on the date and at the place specified by the KCFC.

The KCFC is under no obligation to conduct interviews of all or any prospective developers who respond to this RFP before selecting a Developer.

Part G: General Provisions

G.1 Agreement

The Proposed Agreement will be negotiated between the KCFC and the Developer upon selection of the winning RFP.

G.2 Representations of Developer

By submitting a proposal and recognizing the **KCFC** is relying on its representations, the Developer affirms the following:

- A. Developer is fully qualified to act as the developer for the provision of the work and has, and shall maintain all licenses, permits, or other authorizations necessary to act as the developer to complete the work; and
- B. Developer is financially capable of performing the work and fulfilling all of its obligations required to achieve completion of the Project; and
- C. Developer's officers who may have oversight of the Project have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

G.3 Disclosures

The Proposer shall include a full disclosure of all potential organizational conflicts of interest in the Proposal, including all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. If an organizational conflict of interest is determined to exist, the KCFC may, in its sole discretion, disqualify the Proposer from the procurement process.

Exhibit A

Final Report

Kenton County Government Center Parking Structure & Site Modifications

June 16, 2023

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Prepared By



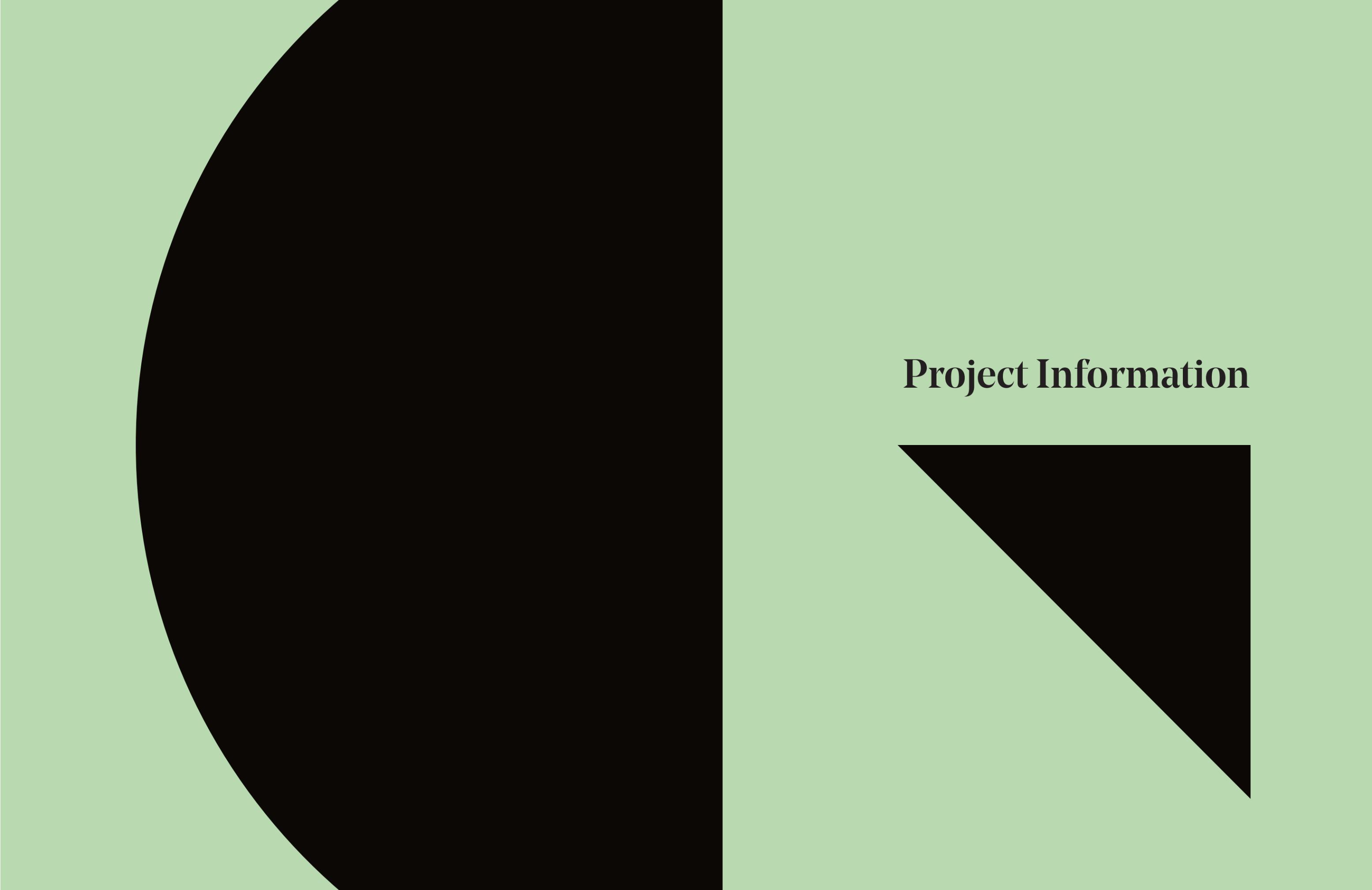
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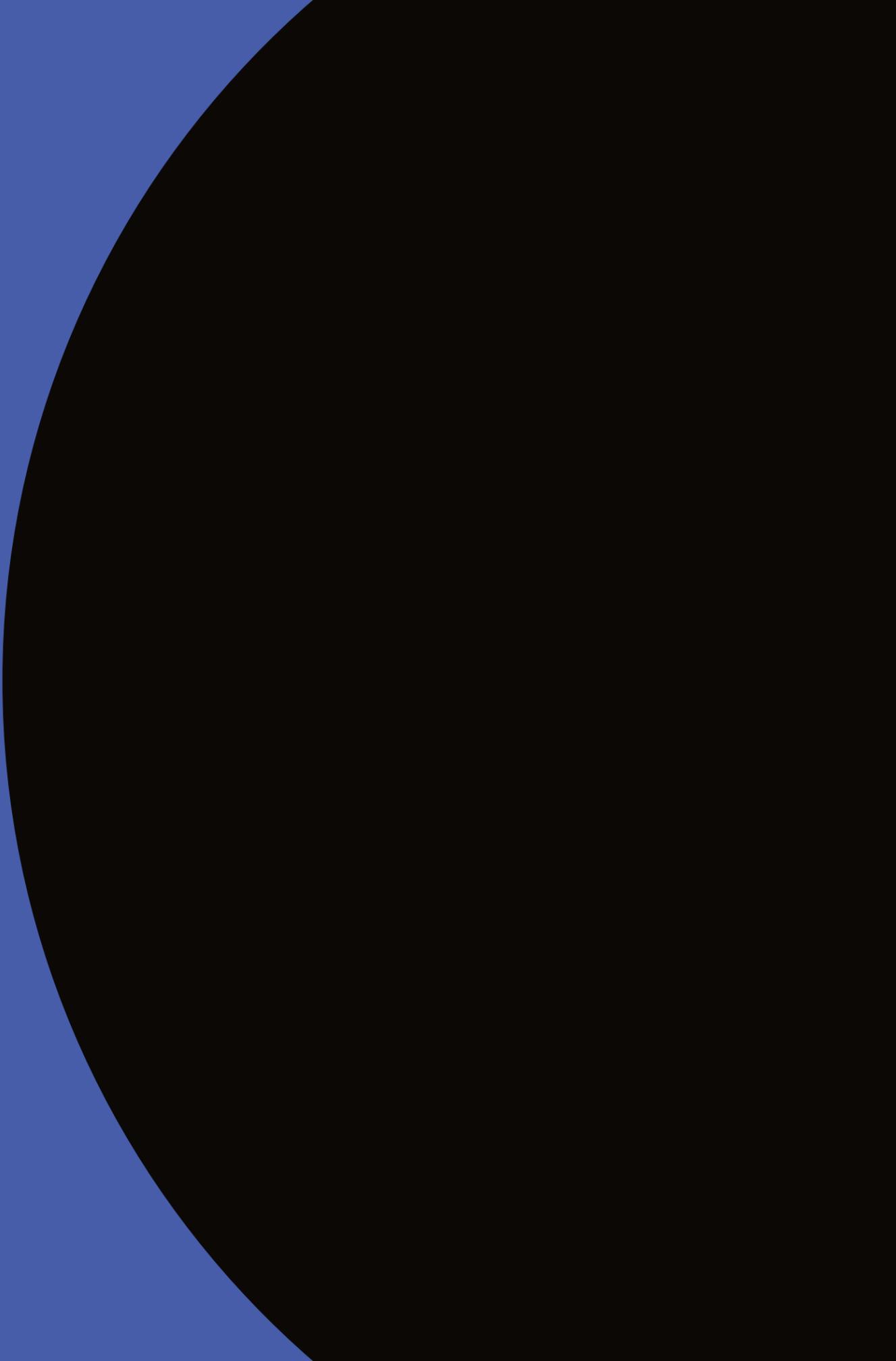




Project Information

Project Information

KCFC	1840 Simon Kenton Way Covington, KY 41011
Judge/Executive	Kris Knochelmann 859.392.1400 Kris.knochelmann@kentoncounty.org
County Administrator	Joe Shriver 859.392.1405 Joe.shriver@kentoncounty.org
Assistant County Administrator	Scott Gunning 859.392.1403 Scott.gunning@kentoncounty.org
County Engineer	Spencer Stork, P.E. 859.392.1920 Spencer.stork@kentoncounty.org
PX	Nick Hendrix, P.E. 606.782.3054 Nick.hendrix@greshamsmith.com
PA	Jeff Kuhnhenh, AIA 615.770.8272 Jeff.kuhnhenh@greshamsmith.com
PP	Vaama Joshi, AIA 704.420.7935 Vaama.joshi@greshamsmith.com



Program Summary



Program Summary

The project is motivated by the displacement of parking spaces by Kentucky Transportation Cabinet (KYTC) improvements to the Interstate 75 (I-75) corridor along the west edge of the Kenton County Government Center property. The Brent Spence Bridge Corridor project widens the interstate roughly about the centerline, eliminating all parking underneath of I-75 and requiring the acquisition of Right of Way from the Kenton County Government Center. The scope of work consists of three components:

Component 1 – West Parking Lot

The existing site and parking lot is significantly impacted by the eastward relocation of Simon Kenton Way right of way. The western site arrival and parking lot will be reconfigured.

- Relocate curb cut and site entry per relocated Simon Kenton Way ROW
- Reconstruct site identity monument sign
- Demolish existing pavement, curbs and stormwater outside of new property boundary
- Construct new curbs and repair pavement
- Restripe parking
- Demolish/Relocate site lighting

Component 2 – North Connector

Reduced parking capacity in the west lot will occasionally require cars to circulate from the west lot to new parking located east of the Government Center office building.

- Demolish existing concrete sidewalk, seating, lighting, bollards
- Construct new walking/driving surface
- Construct new site furnishing, lighting, removable bollards, landscape
- Construct new wayfinding graphics and signage
- Reconfigure grading to support stormwater management as needed

Component 3 – Parking Structure

To accommodate displaced parking from the west side of the site, a new, parking structure will be constructed on the east side of the site generally in the area of an existing surface parking lot.

- Spaces lost to reconfiguration of the site to the west equal approximately 250
- Construction of the garage displaces the existing surface parking but is included in the overall new parking structure capacity
- New parking structure capacity (including “rooftop” at-grade spaces is 250 spaces which accommodates the current parking demand plus a reasonable demand growth factor
- Acquisition of remaining properties along Martin Luther King Jr Blvd. is required
- Reconfigure existing site entry access drive
- Elevated platform
- Improve landscape and sidewalk along MLK Blvd.
 - No existing street tree plantings exist along the MLK corridor as precedent to follow with a proposed streetscape treatment
 - Sidewalk appears too narrow (6'-0") to allow placement of proposed street trees without increasing width of walk

Adopted Codes

2018 Kentucky Building Code, Third Edition

Architecture & Interior Narratives

Structure is to be conventionally framed cast-in-place concrete consisting of one level aligned with existing grade at the east lobby entry and one below grade level:

Floor	Area (SF)	Parking
Ground Level	46,475	141
Level B1	46,475	109
Garage Total	92,950	250
<hr/>		
Platform	27,500	
Total	120,450	

- Top (at-grade) level will be sloped to drain to the perimeter
- Top (at-grade) level and first ramp below grade will be finished with a waterproof elastomeric driving surface
- Pole-mounted site lighting will be mounted atop 3'-

0" tall column extensions at top (at-grade) level

- No access control is included
- Elevators:
 - 2 at 4,500 lbs
 - Holeless hydraulic
 - Machine-roomless
 - Standard entry
 - Standard cab finishes and lighting

- Wheel stops will be provided at perimeter parking spaces on level B1
- See Mechanical narrative for ventilation of below grade parking
- Exposed perimeter cast-in-place concrete walls to be clad in standard modular veneer brick
- Stair and Elevator Lobby at ground floor:
 - Standard modular brick veneer
 - 8" CMU walls
 - TPO roof over rigid insulation

- Canopy at Lobby:
 - ACM cladding
 - CFMF framing
 - TPO roof over rigid insulation
- Graphics + Wayfinding
 - Sign face 1/8" thick aluminum with reflective vinyl sheeting
 - Galvanized steel hanging post anchored into concrete structure
 - Code required/ADA signage

Civil Narrative

Full Site

- Existing site is classified by the Kentucky Department of Environmental Protection as a Brownfield Redevelopment. All soils removed from the parcel are considered contaminated and future placement is governed by the approved Property Management Plan.
- Overall site: stormwater system will need to be adjusted to accommodate new parking structure arrangement and size reduction of west parking lot.

East Side of the Property

- Location for the new garage.
- Existing utility services to be relocated are Electric, Gas and Water (FP & Domestic).
- Blend into the existing pavement against the existing Government Center building, new garage entrance(s).
- Acquire 510 and 514 W. Martin Luther King Jr. Blvd. for construction of proposed structure.

North Side of the Existing Government Center Building

- Coordinate new driveway connecting the west and east sides with proposed landscape design. Alignment should be curvilinear while maintaining safe use for vehicles and people.

West Side of the Property

- This side will be affected by the new I-75/71 project.
- Will lose stalls due to the encroachment of the new Simon Kenton Way. Estimated at 45 stalls lost; 6 stalls can be made available after the Simon Kenton project is substantially completed at the Temporary Easement area.
- Stormwater system (CB & Pipes) will need to be added for the new arrangement of the parking lot.
- A new monument type of sign will be needed at the corner of MLK and Simon Kenton Way.

Landscape Narrative

West / East Connector

- West / East connector will be renovated to prioritize the pedestrian experience and create usable outdoor spaces.
- Vehicular access will be limited to one-way traffic (from west) with access being controlled by removable bollards.
- Proposed plantings will be native and/ or adaptive to the region and low-maintenance.
- Pedestrian access and safety will be improved along this corridor.

Elevated Platform

- The proposed streetscape improvements will complement the existing character of MLK Jr. Blvd. and enhance pedestrian experience along Main Street.
- Street trees will be placed along MLK Jr. Blvd. where they will not interfere with any future construction above the elevated platform.



Structural Narrative

Introduction

Refer to the architectural narrative for a more complete description of the project.

New Construction

Design Criteria

Standards and Codes

- 2018 Kentucky Building Code.
- AISC Manual of Steel Construction, 14th Ed.
- ACI 318-18 – Building Code Requirements for Reinforced Concrete
- TMS 402/602-16 – Building Code Requirements for Masonry Concrete
- ASCE 7-16 – Minimum Design Loads for Buildings and Other Structures

Loads

Dead Load

Weight of all building materials plus a 5 psf mechanical allowance.

Live Load

- Parking - 40 psf
- Elevator Lobbies – 100 psf
- Stairs – 100 psf

Snow Load

The code required ground snow load is 27 psf.

Wind Load

Wind Load: This project will be designed to resist a basic ultimate wind speed (3-second gust) of 106 mph.

Seismic design parameters are as follows:

- Risk Category – II
- Site Class – D
- Seismic Design Category - B

Materials

- Concrete: Normal weight concrete will have a unit weight of 150 pcf with designated 28-day compressive strength.
- Concrete Reinforcing: ASTM A615, grade 60, UNO.
- Structural Steel: Miscellaneous Steel channels, plates and angles will conform to ASTM A36.

Design Assumptions

A geotechnical report had been performed for the site by Geotechnology Inc dated October 31, 2017. The report did note that bedrock was located at around 100' below the existing grade elevations but did not provide design recommendations for a foundation system. Additional exploration is recommended to provide testing located at the proposed site as well as recommendations for a deep foundation system.

For the purposes of this report we will assume an auger cast-in-place (ACIP) pile foundation system supported by pile caps.

Foundations

Based upon anticipated column loading we anticipate the columns will be supported by pile caps over ACIP piles. For the purposes of this report we will assume 16" diameter piles with a depth of 100' and a capacity of 75 tons per pile.

The typical pile will contain a single continuous #8 bar as well as 5-#6 bars w/#3 hoop bars in a cage that will occur at the top 25' of the pile. The pile will extend a minimum of 6" into the bottom of the pile cap with the bars hooking into the cap or with mechanical hooks such as terminators.

Typical Interior Columns

12' - 6" x 12' - 6" x 4'-0" thick 4-pile caps with 200 pcy of mild steel reinforcing.

Typical Exterior Columns

8'-6" x 8'-0" x 3'-6" thick (triangular) 3-pile caps with 200 pcy of mild steel reinforcing.

Grade beam foundations will support shear wall elements and will extend 4'-0" beyond the ends of the walls. We anticipate the beams will be 5'-0" wide by 2'-6" thick containing 200 pcy of mild steel reinforcing and will be supported by 2-16" ACIP piles spaced at 8'-0".

Below Grade Parking

Shoring will be required to excavate the below grade parking levels adjacent to MLK Blvd. and Main Street as well as next to existing structures at the site. We anticipate that permanent shoring that is covered with 3" of 4,000 psi shotcrete will provide an economical solution. A potential permanent shoring solution could include driven steel H-piles with timber lagging that can be added as excavation progresses.

Slabs-on-Grade

The garage slab-on-grade (4,000 psi) will consist of a 5" thick slab containing with 50 pcy of reinforcing and placed in each direction. Control joints will be required to be saw cut into the slab at 15' maximum. The slab-on-grade for the mechanical areas at grade will be 8" thick and will be contain 75 pcy of reinforcing. Control joints will be required for the mechanical room slab at 20' maximum.

The elevators will require a pit that will be supported on a 12" thick continuous pad with 8" thick walls containing 50 pcy of reinforcing. The corners of the pit slab will be supported by 16" ACIP piles.

The elevated structure will consist of cast-in-place mildly reinforced concrete. The concrete columns (5,000 psi) are anticipated to be 24" square, reinforced with vertical bars and ties with a weight of approximately 200 pcy.

Concrete beams are anticipated to be 24" by 30" deep and will support a 8" thick concrete slab. Mild reinforcing is anticipated to be approximately 125 pcy of the concrete volume.

All concrete for supported slab and beams shall contain 3 gallons of corrosion inhibiting admixture (DCI-S by W.R. Grace or equivalent) per cubic yard of concrete. All supported slabs shall be coated with a penetrating sealer.

The lateral system of the Parking Garage will consist of 12" thick concrete shear walls. The walls are anticipated to require approximately 150 pcy of mild reinforcing steel.

MEP Narrative

Mechanical

- Provide a ventilation system for the one (1) underground level of the garage. Ventilation system shall consist of intake louvers in one corner of the garage and exhaust louvers in the diagonal opposite corner. Air shall be moved by use of Jet Fans and shall comply with Kentucky Building Code for volume of air moved.
- A carbon monoxide sensing system shall be installed for one (1) underground level. System shall cause the ventilation system to increase its capacity to satisfy the Kentucky Building Code.
- Provide split system ACU for elevator equipment room.
- Connection to Main Building BAS shall be made for status of ventilation system, status of ACU for parking elevator equipment room, elevator equipment room setpoint and room temperature and levels of carbon monoxide.

Electrical

- On the north end of the property remove all light fixtures that will not work with the new driveway layout. Store, reinstall in new locations and reconnect to existing circuits.
- Where the garage is being installed remove all light fixtures that are in the footprint of the garage. Store, reinstall in new locations and reconnect to existing circuits.
- In the NW corner of the property remove lighted sign. Store, reinstall in new location and reconnect to existing circuit.
- Provide LED lighting to meet Illuminating Engineering Society (IES) standards for exterior and interior parking areas. Exterior fixtures shall match existing and operate off photocells. Interior light fixtures shall be parking garage luminaires with occupancy sensors. Certain light fixtures shall operate 24/7 as egress/night lights. Provide lighting for elevator pits and for parking elevator equipment room.

- Provide exit signs as required per code.
- Provide lighting for stairways.
- Provide battery operated emergency lights, as required by code, in one (1) underground level of the garage.
- Provide power to the exhaust fans, carbon monoxide sensing system and all sump pumps.
- Provide GFCI, weatherproof outlets, six (6) on each level and in one (1) each in elevator equipment pits and parking equipment room.
- Provide emergency call stations and lights.
- Provide CCTV system.
- Provide 1600 amp, 480 volt, 3 Ph, 4W electric service. Service shall feed a 480 volt panel for lights and miscellaneous power and power to transformers and panels for EV charging stations and normal building power.
- Provide ten (10) dual EV charging stations. Stations to be Level 2, quick charge, minimum of 120 amps at 208 volts. Provide bollards in front of each charging station. Provide Fire Department Knox Box that will shut off power to all charging stations in an emergency.
- All conduit shall be threaded, Rigid Galvanized Steel (RGS), minimum of 3/4".
- Wiring shall be a minimum of 12 ga.
- Provide electric to elevator phone services.
- Provide fire alarm for elevators.

Plumbing

- Provide area drains on all levels. Area drains shall be square top, heavy duty, parking deck drains.
- Provide trench drains at bottom of ramps.
- Piping shall be cast iron with heavy duty no hub fittings. Vertical piping shall be close to columns and shall be wrapped with a steel band for vehicle protection.
- Piping shall be routed to a sump pit in the lower level. Pit shall have a duplex sump pump system with discharge check valves and adjustable float switches for on, off and high level.
- Provide an oil sensing sump pump for each elevator pit. Piping to discharge into site sanitary manhole.
- Connection to Main Building BAS shall be made for status of pumps and alarm on high level.

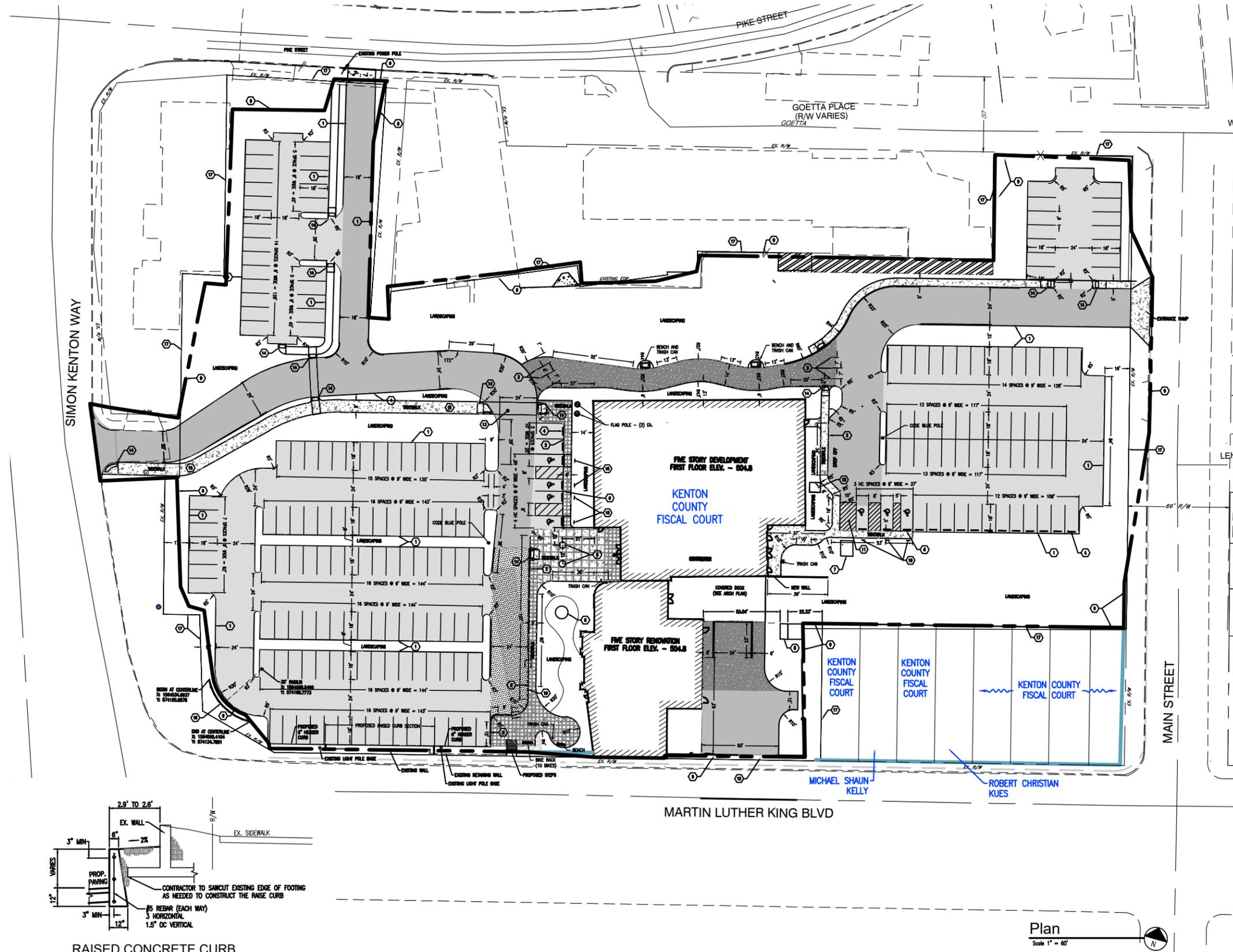
Fire Protection

- Provide complete fire protection system for the garage, including the elevator shafts.
- Piping shall be Schedule 40, threaded, black steel and shall be painted with red epoxy paint.
- System shall be a dry pipe system incorporating a nitrogen inert process that replaces air with nitrogen when used to charge the system.
- Stairways shall have a standpipe system
- Sprinkler heads shall be upright, brass, exposed heads with sprinkler guards.
- Main Building BAS shall receive all information from dry pipe system control panel.
- Fire Department connection shall be remote from the building.

Existing Conditions



Existing Layout Plan



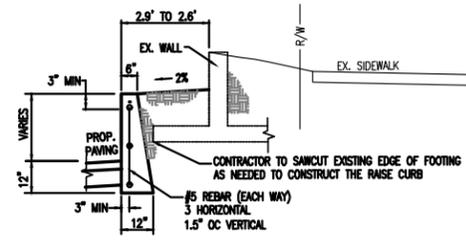
LEGEND

- HEAVY DUTY ASPHALT PAVING
- LIGHT DUTY ASPHALT PAVING
- CONCRETE PAVING
- CONCRETE SIDEWALK
- STANDARD DUTY ASPHALT PAVING

T-XX CONTROL POINT
XXX.XX

- 1 HEADER CURB
- 2 INTEGRAL CURB
- 3 REMOVABLE BOLLARDS
- 4 BUMPER BLOCK
- 5 FUTURE STATUE/MONUMENT
- 6 FLUSH CURB
- 7 ELECTRIC TRANSFORMER
- 8 GENERATOR
- 9 CONSTRUCTION LIMITS
- 10 HANDICAP SIGN
- 11 STRIPPED AREA FOR ACCESS TO TRANSFORMER
- 12 TIE INTO EXISTING DRIVE
- 13 PAINTED CROSS WALK
- 14 SIDEWALK RAMP
- 15 ADA ACCESSIBLE ROUTE
- 16 MONUMENT SIGN
- 17 PROPERTY LINE
- 18 BFP "HOT BOX"
- 19 CONTRACTOR TO MODIFY INTEGRAL CURB AT TUNNEL AS NECESSARY

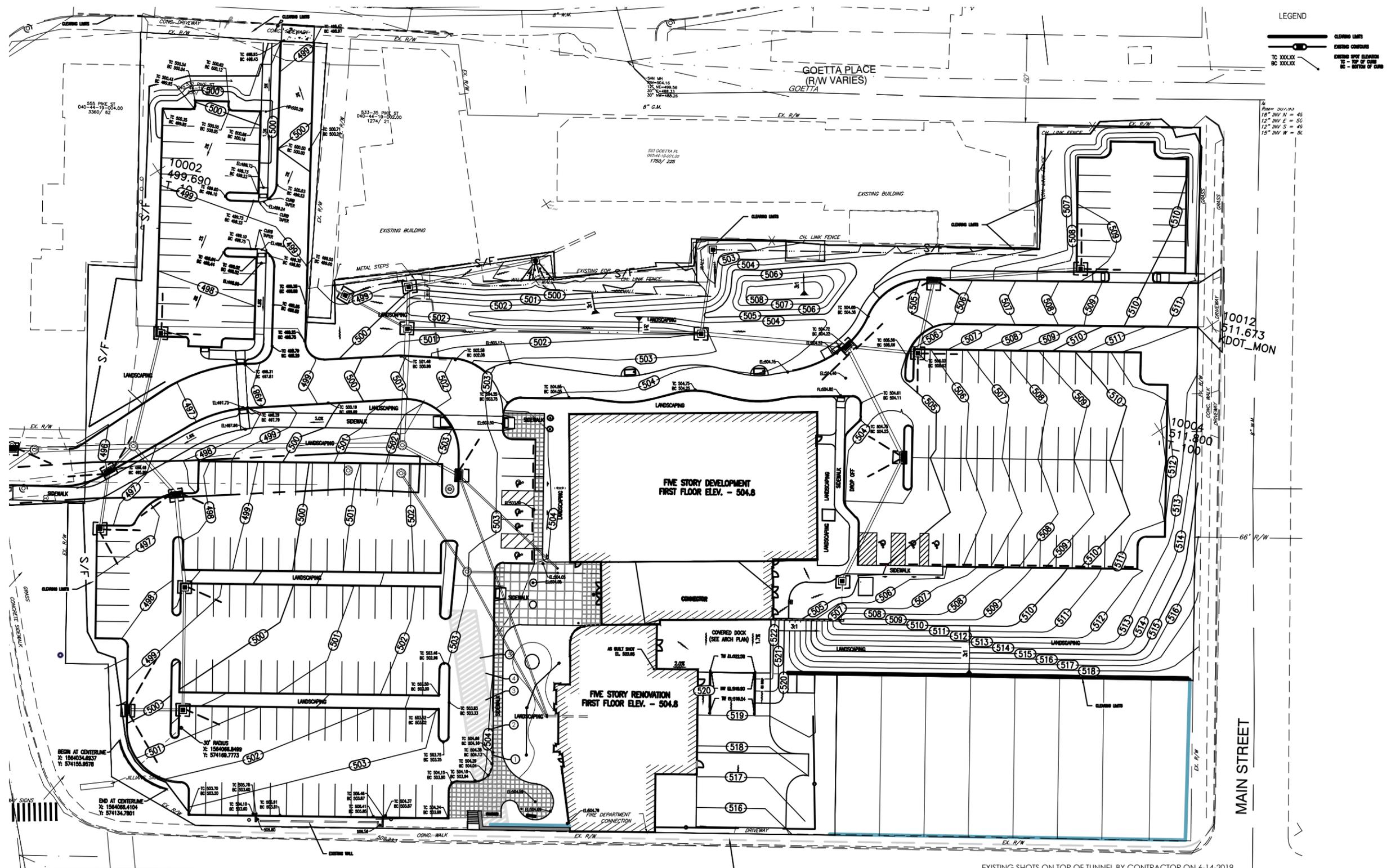
ZONING: TRADITIONAL URBAN MIXED USE (TUMU)



RAISED CONCRETE CURB

Plan
Scale 1" = 60'

Existing Grading Plan



EXISTING SHOTS ON TOP OF TUNNEL BY CONTRACTOR ON 6-14-2019

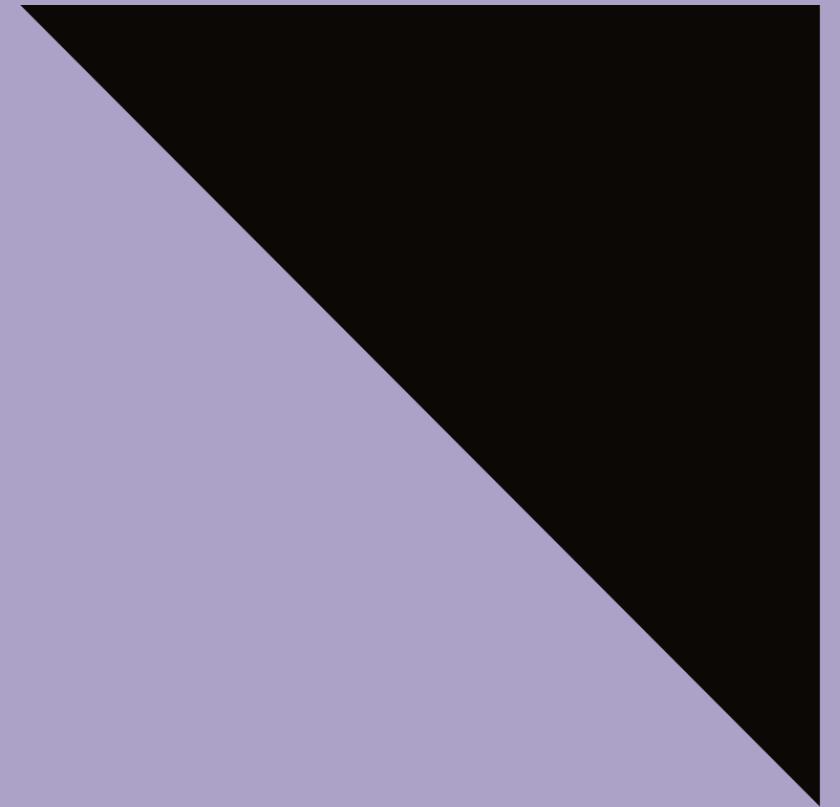
NO.	PROPOSED FINISH GRADE	BOTTOM OF ASPHALT	GRAVEL BETWEEN	TOP OF TUNNEL
1	504.16	503.74	.34	503.40
2	504.01	503.59	.42	503.17
3	503.85	503.43	.43	503.00
4	503.71	503.29	.42	502.87
5	503.59	503.17	.28	502.89

MARTIN LUTHER KING BLVD

MAIN STREET

Plan
Scale 1" = 50'

**Proposed
Construction**



Proposed Layout Plan

LEGEND

-  HEAVY DUTY ASPHALT PAVING
-  LIGHT DUTY ASPHALT PAVING
-  CONCRETE PAVING
-  CONCRETE SIDEWALK
-  STANDARD DUTY ASPHALT PAVING

 T-XX
XXX.XX CONTROL POINT

NOTES:

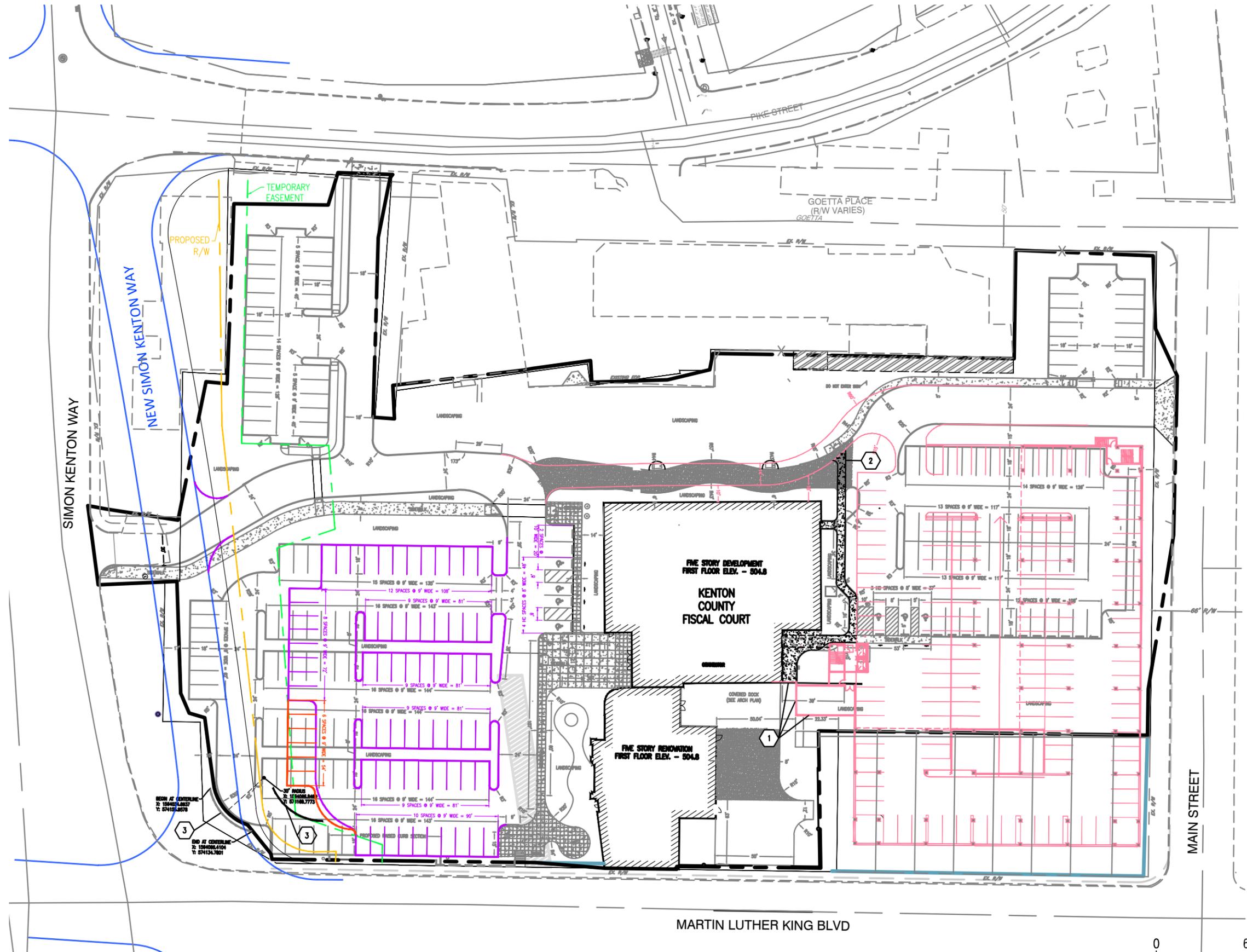
-  RECONSTRUCT RETAINING WALL: WALL TO BE FULL HEIGHT THE ENTIRE LENGTH (FROM EXISTING BUILDING TO PROPOSED GARAGE)
-  SIDEWALK
-  EXISTING KCA SIGN TO BE RELOCATED

EXISTING: 104 SPACES
4 HANDICAP ACCESSIBLE

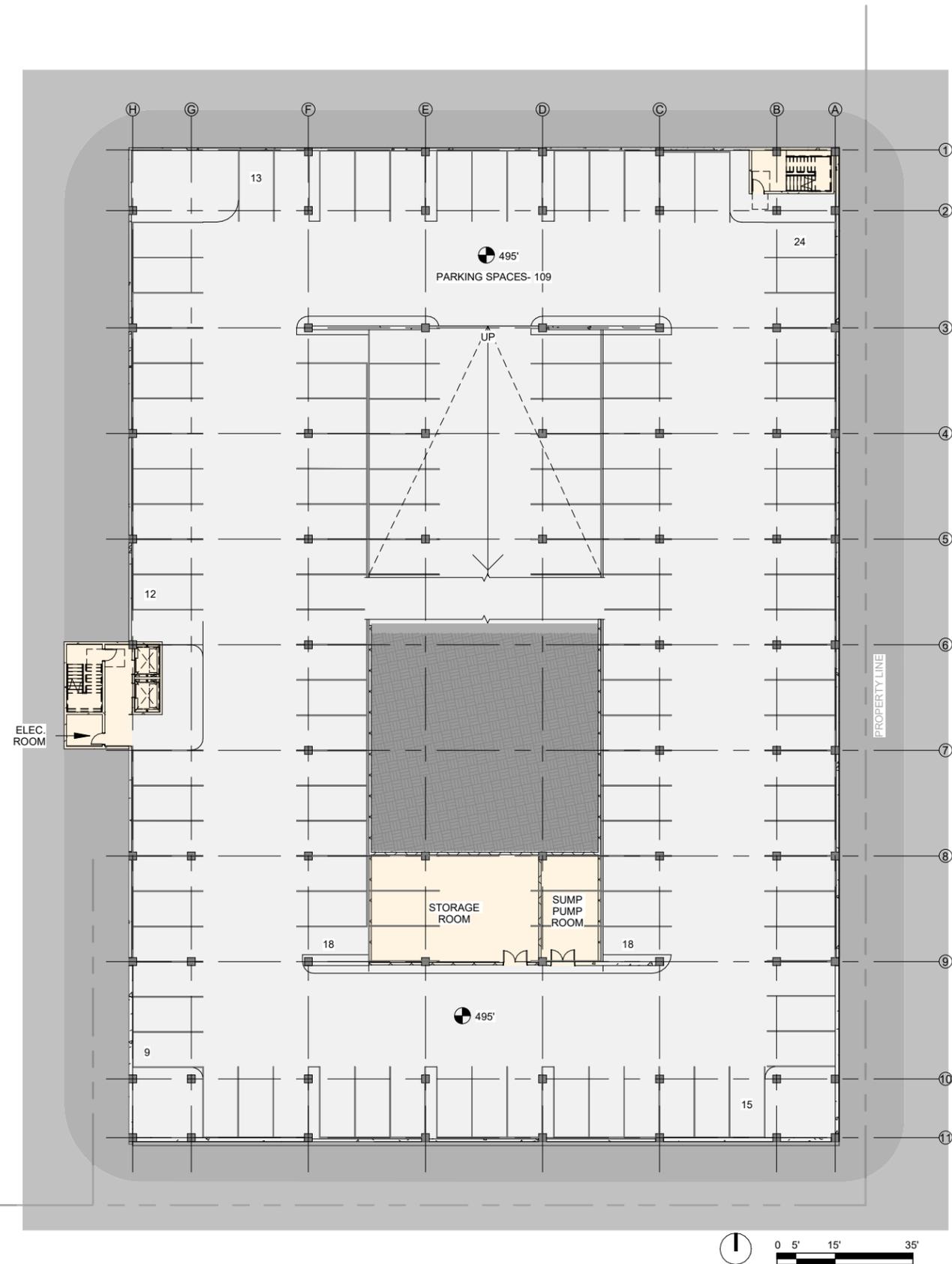
PROPOSED: 59 SPACES
4 HANDICAP ACCESSIBLE

45 SPACES LOST

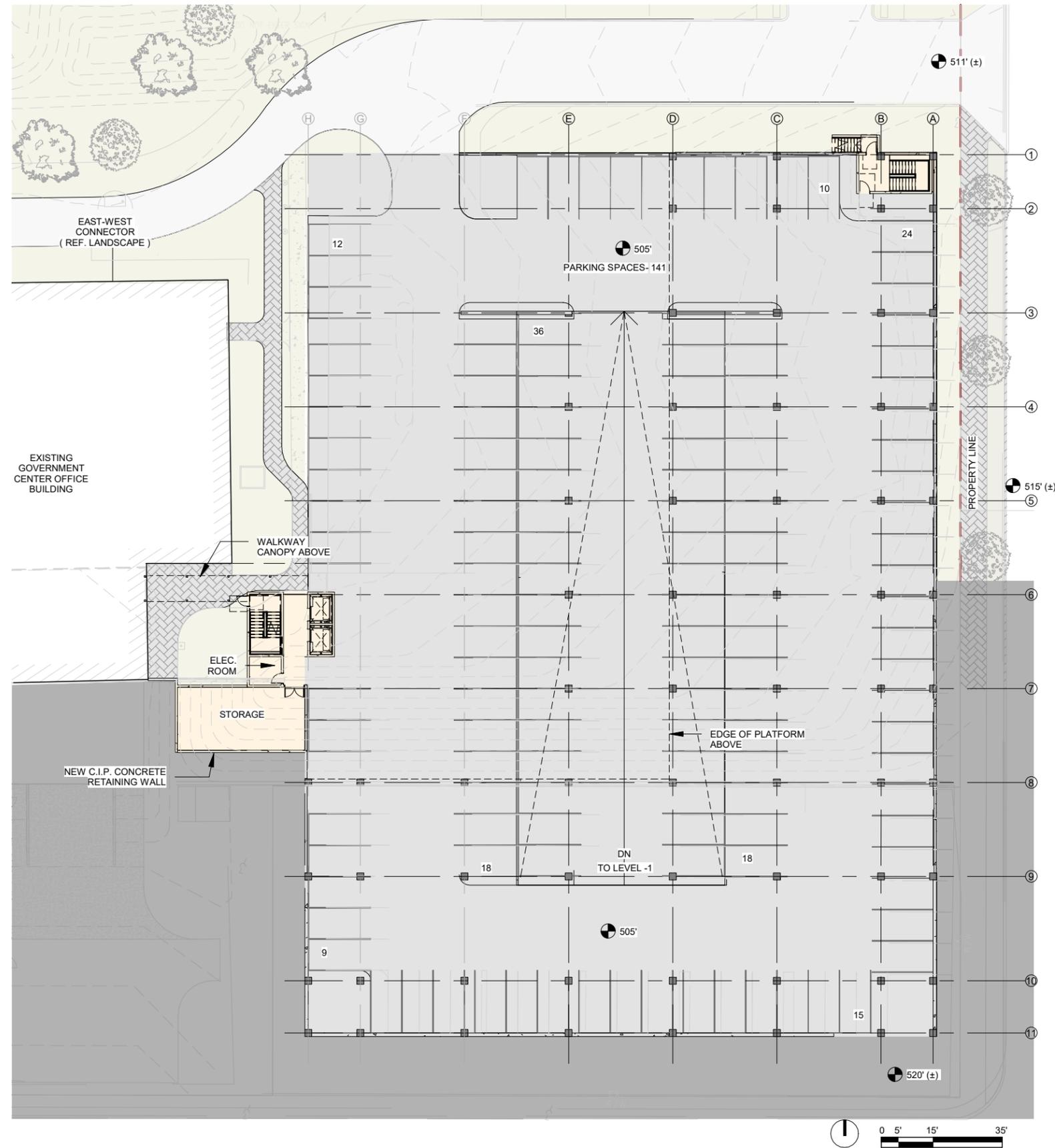
FUTURE: 6 SPACES



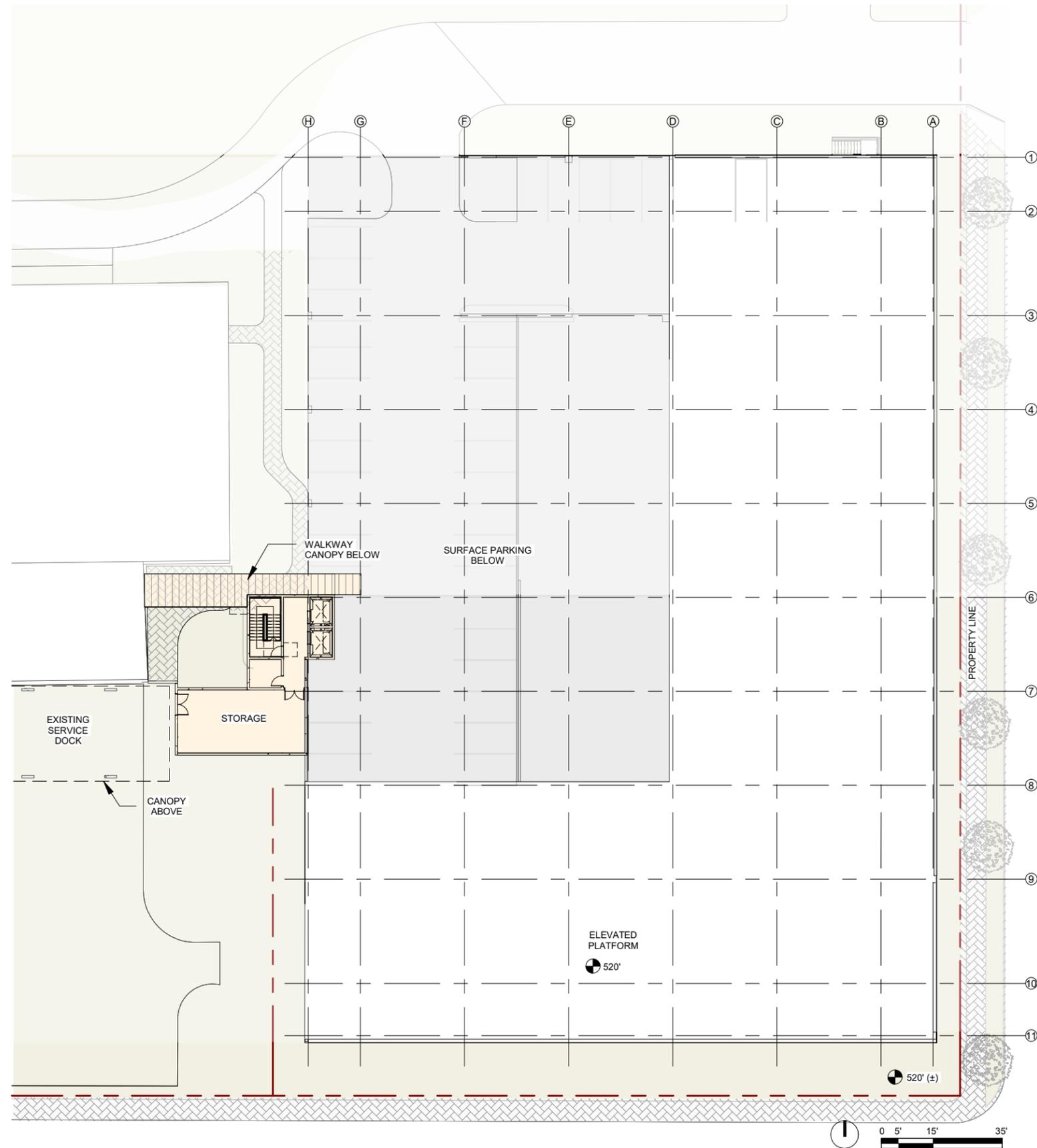
Basement Level B1



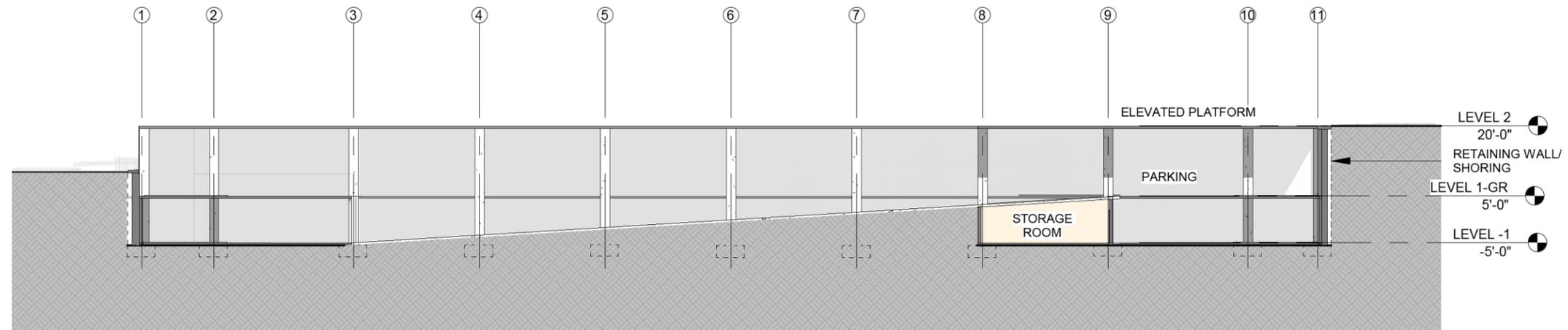
Parking Level 1



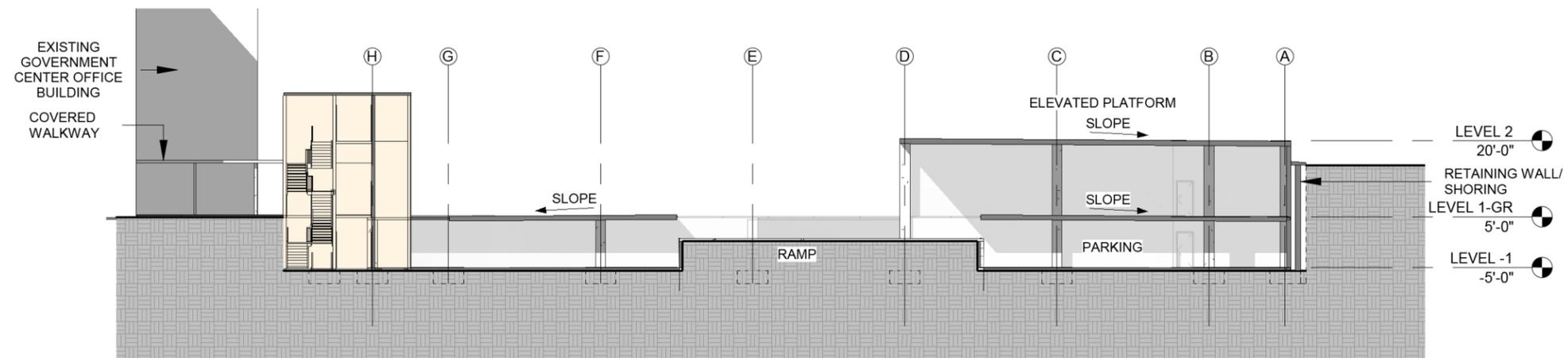
Elevated Platform



Building Sections



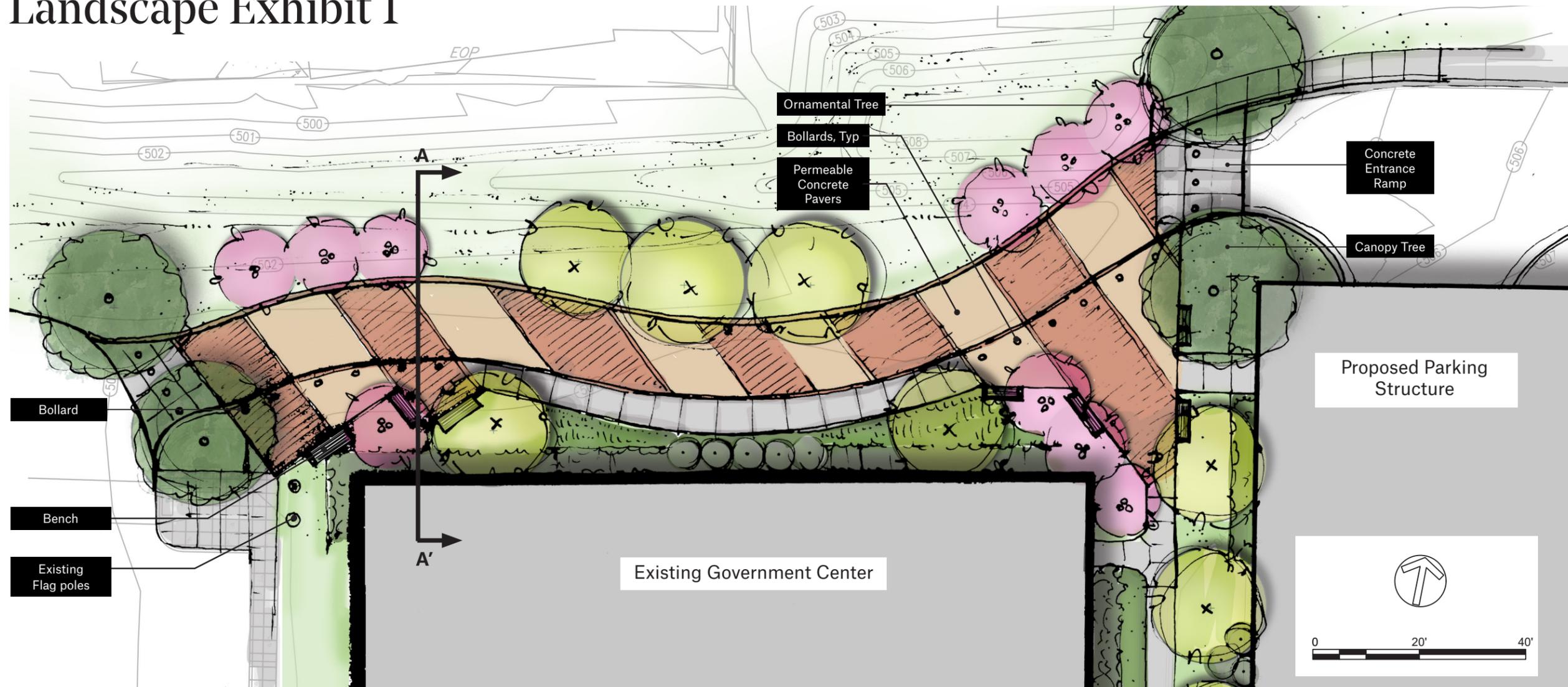
BUILDING SECTION -1



BUILDING SECTION -2



Landscape Exhibit 1



A-A' Conceptual Cross Section



Precedent Image : Spaces and Functions

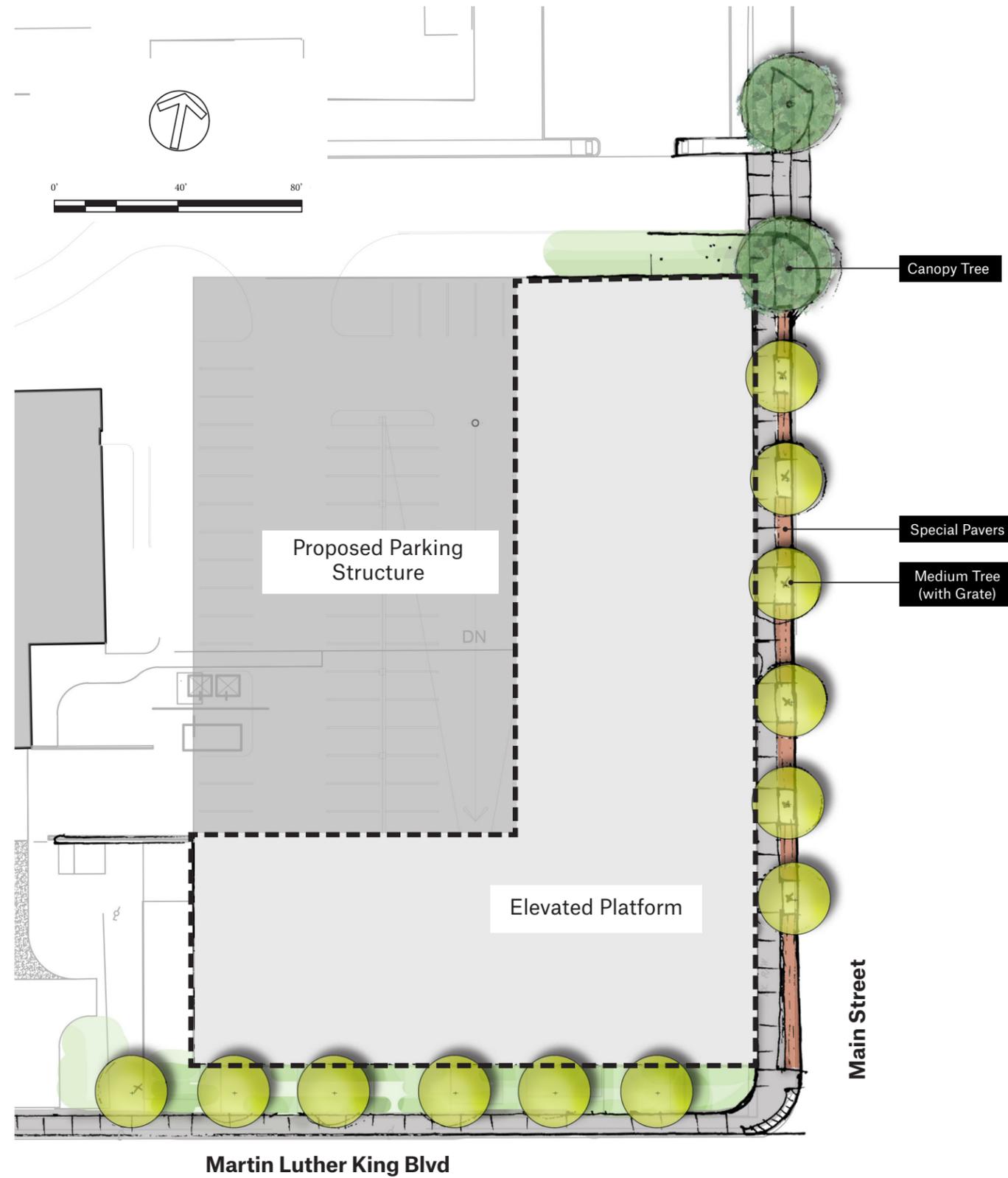


Permeable Concrete Pavers



Proposed Furnishing (Match Existing)

Landscape Exhibit 2



Brick Pavers



Tree Grate

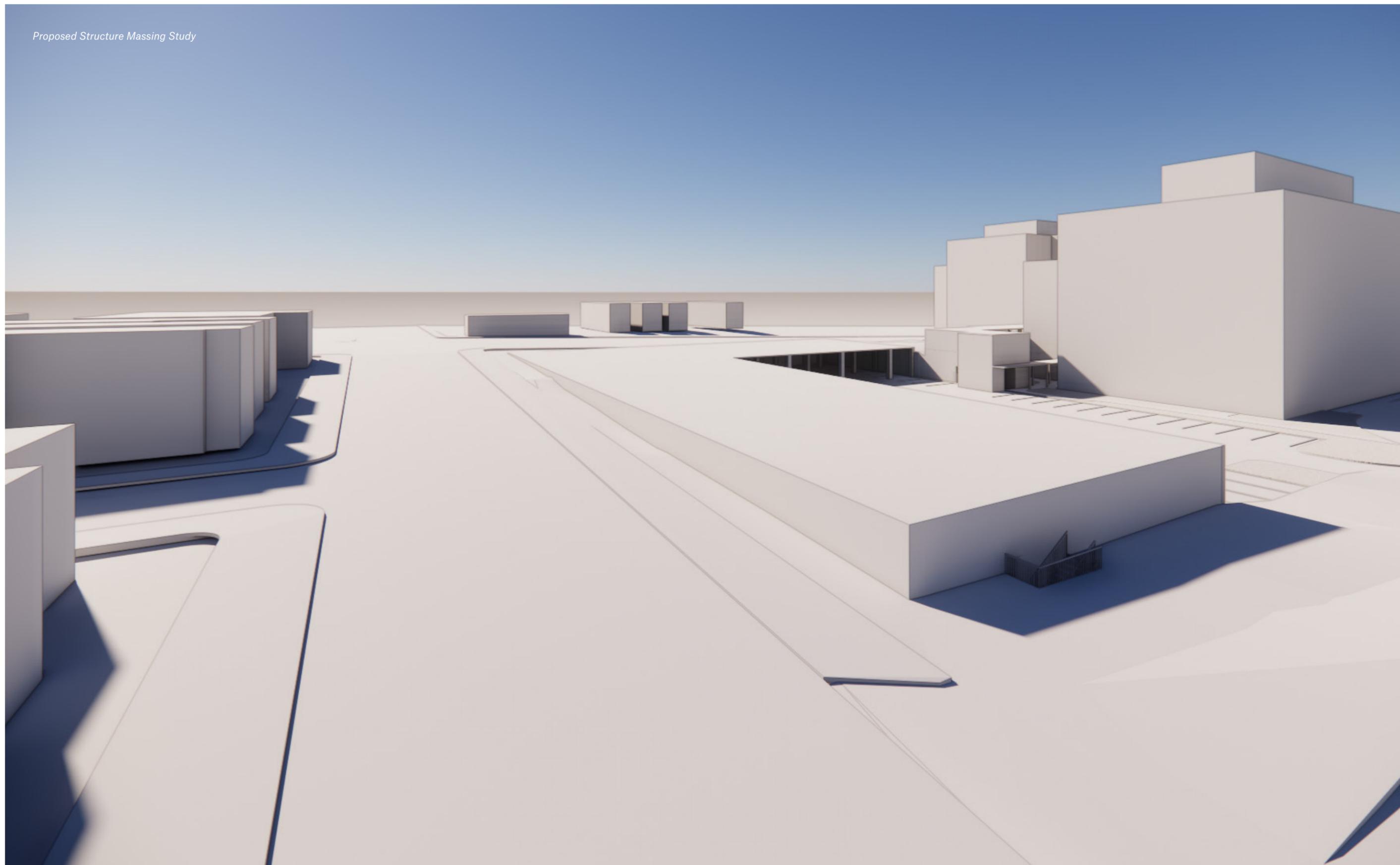


Visualization

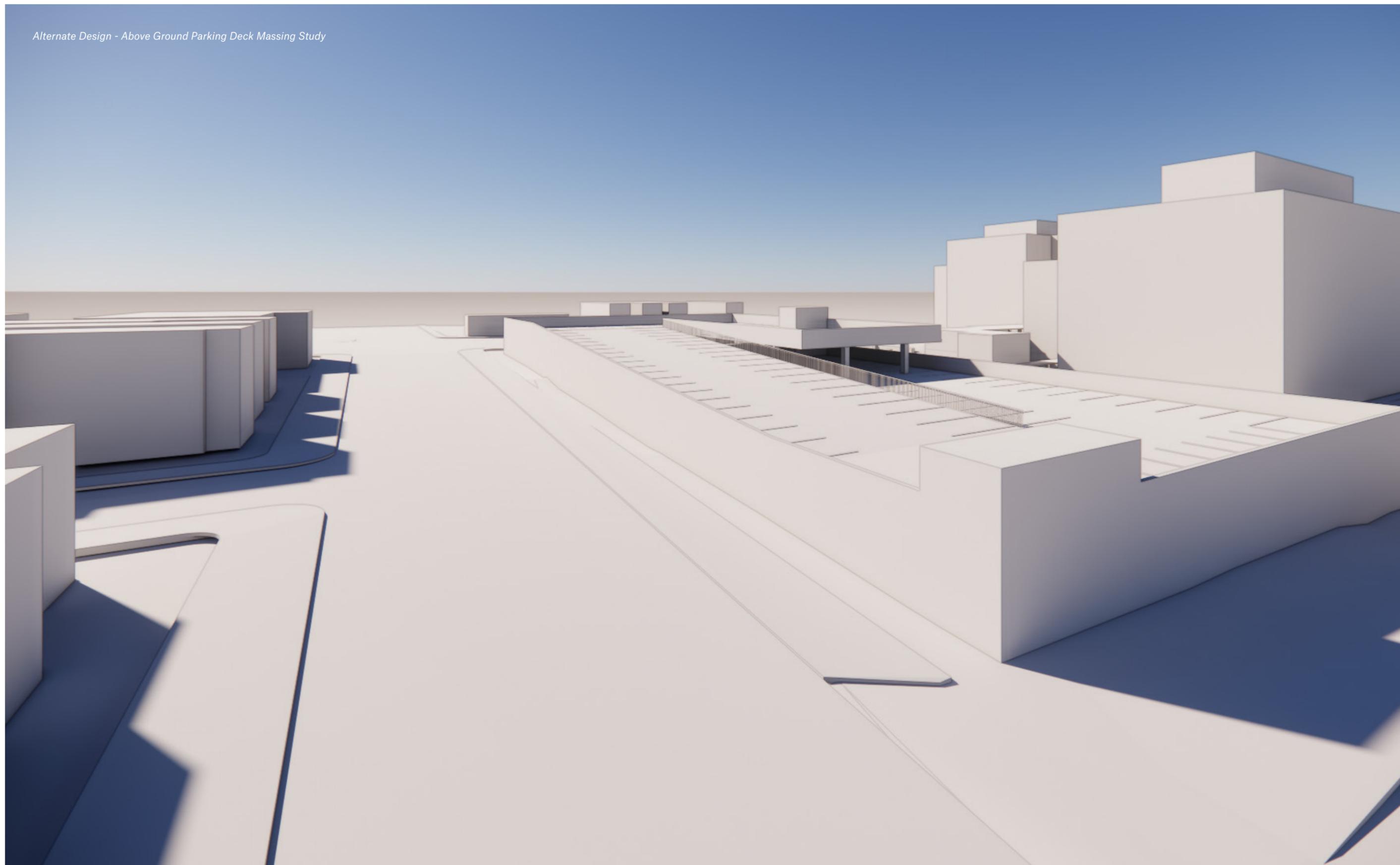




Proposed Structure Massing Study



Alternate Design - Above Ground Parking Deck Massing Study





Cost Analysis & Life Cycle Costs

Cost Analysis

Task	Total	
Component 1 - West Parking Lot	\$360,952	
Storm Drainage Upgrades	\$64,814	
Paving	\$121,138	
Monument Sign and Lighting Improvements	\$175,000	
Component 2 - North Connector	\$232,526	
Pavement and Landscaping	\$232,526	
Component 3 - Parking Structure	\$13,721,883	
Natural Gas	\$46,954	
Fire Protection	\$131,977	
Domestic Water	\$100,740	
Storm Drain Relocation	\$72,626	
Residential Building Demolition #1	\$123,542	
Residential Building Demolition #2	\$76,117	
Residential Building Demolition #3	\$167,666	
Building Excavation	\$2,994,535	
Concrete Structure	\$6,739,719	
Dock Extension Area	\$110,543	
Fire Protection	\$887,545	
Plumbing	\$268,716	
Mechanical	\$275,369	
Equipment & Furnishings	\$620,000	
Electrical	\$1,105,835	
Construction Subtotal	\$14,315,362	
Design Cost	6%	\$858,922
Construction Engineering and Inspection	4%	\$572,614
Property Acquisition		\$500,000
Subtotal		\$16,246,898
Contingency	20%	\$3,249,380
Total		\$19,496,278

Life Cycle Costs

Direct Scale, Non-Escalated

Existing Structure Annual Expense	New/Old Ratio (Area)	A Projected Annual Expenses	B Anticipated Structure Life (Years)	C East Lot Maintenance	D Total	E Annual O&M Cost/Space
\$288,371.23	0.224	\$64,640.02	40	\$50,000	\$2,535,600.76	\$252.55

Notes:

1. The Kenton County Fiscal Court currently owns and operates an 11 level parking structure in Covington at the intersection of Madison Avenue and East 3rd Street. Costs shown for the "Existing Structure Annual Expense" have been derived from actual costs incurred by the County for that facility for the past six years.
2. The "New/Old Ratio" column is the ratio of the total area of the proposed structure at Simon Kenton Way to the total area of the structure on Madison Avenue.
3. The formula used to derive the total anticipated cost of ownership for the proposed structure is: $(A \times B) - C = D$.
4. The formula used to derive the "Annual O&M Cost/Space" for the proposed structure is: $D / 251 = E$, where 251 is the total number of spaces in the proposed structure.
5. The "East Lot Maintenance" column is set to capture anticipated life cycle costs for the existing lot. This number assumes 2 resurfacing cycles for that lot and that all other expenses are either replaced by an equivalent maintenance requirement for the proposed structure or are negligible.
6. This figure excludes escalation. Escalation of 3% per year would yield a multiple of approximately 1.9.
7. This figure excludes anticipated consumption charges for EV charging stations, estimated at \$200,000/year.
8. This figure excludes the maintenance of a card reading or other controlled entry/exit system and any associated management expenses.
9. This approach assumes that all ownership costs are scalable by structure area.
10. This approach excludes any Operations and Maintenance (O & M) costs that may be recognized by future vertical development over the proposed structure.

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