



July 26, 2024

To All Interested Consultants

**Project: Owner Representative/Project Manager  
Services for Higher Education Project**

**Subject: REQUEST FOR PROPOSALS (RFP)**

The Northern Kentucky Port Authority (NKPA) is requesting proposals from consultants for Owners Representative/Project Manager professional services for the development of a new higher education project in Covington, Kentucky. The consultant will function as an extension of staff, conceptual designer, and will lead stakeholder engagement throughout the delivery of the project. NKPA is considered the Owner for the project.

This RFP is for professional consulting services for owner representative/project manager (OR-PM) services for this project. The general scope of this contract consists of providing staffing and resources and providing owner's representative and project management support services for planning, design and construction of the new higher education project.

## **I. BACKGROUND**

During the 2024 Regular Session of the Kentucky General Assembly, an allocation of \$125,000,000 was established in House Bill 1 for: *the Northern Kentucky Port Authority to plan, design, and construct a Commonwealth Center for Biomedical Excellence in the City of Covington in partnership with Northern Kentucky University and the University of Kentucky.*

The funding is intended to facilitate relocation of the Salmon P. Chase College of Law (Chase Law) and the University of Kentucky College of Medicine – Northern Kentucky Campus (UK Medicine), both currently housed on the campus of Northern Kentucky University (NKU) in Highland Heights. To date, no site(s) have been selected or acquired, though a portion of the fiscal allocation is anticipated to be used for those purposes.

The City of Covington has acquired the former IRS site adjacent to the Ohio River and have developed a master plan for the 23-acre property. The master plan subdivided the site into 16 individual parcels and collectively named the larger area the Covington Central Riverfront (CCR). Details related to the development can be found on the City's website at the following link:

[Covington Central Riverfront - Covington, KY Economic Development \(thecovky.gov\)](https://www.thecovky.gov/Covington-Central-Riverfront-Covington-KY-Economic-Development)

The NKPA anticipates that the site selection process for the new higher education complex will focus primarily, though not exclusively, on the CCR development.

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The program scope as currently developed consists of:

- Site analysis, recommendations, and acquisition assistance.
- Planning, design, and construction on the selected site(s) to house program staff and functions of the Salmon P. Chase College of Law and University of Kentucky College of Medicine – Northern Kentucky Campus.
- Relocation of staff and functions from NKU's Highland Heights campus to Covington.
- Total project budget is \$125,000,000.
- Anticipated Design-Build (DB) project delivery method.

The Northern Kentucky Port Authority anticipates the development of an advisory group of core stakeholders that includes members from Chase Law, UK Medicine, and the Kenton County Fiscal Court, at a minimum. The advisory group will play a key role in project definition and scope. The selected consultant will be responsible for leading engagement with the advisory group. In addition, the selected consultant will be expected to lead multiple meetings to gather NKPA input and may be asked to participate in external community information sessions. These meetings could take the form of town halls, one-on-one meetings, specific 'single group' community engagement meetings, and/or publicly held community information gathering sessions.

## **II. DISCLOSURE**

The firm Gresham Smith contributed to the creation of this Request for Proposals (RFP) and is not precluded from participating as a bidder for the services contained herein.

## **III. GENERAL PROJECT DESCRIPTION**

The Northern Kentucky Port Authority anticipates three major streams of work:

- Architecture and Engineering (A/E)
- Stakeholder Engagement
- Funding

The Northern Kentucky Port Authority also anticipates addressing the following high-level project objectives in the near-term:

- Complete site due diligence and site selection. Develop overall site plans, business case and site recommendation for decision-makers.
- Work with the advisory group and other stakeholders to finalize the vision and goals that will guide the project.
- Activate consultant's architecture and engineering project team. Identify strategies and scopes of work to commence each of the three project work streams (Architecture and Engineering, Stakeholder Engagement, Funding) and coordinate activities across them all.
- Advance design through the development of Owner's Project Requirements, Facility Master Plans, Conceptual Design, and Schematic Design.

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- Develop project scope, cost, and schedule model to inform NKPA stakeholders and budget processes.
- Develop criteria for moving project from schematic design into design development and ultimately construction documents via the selected project delivery method.

The selected consultant will support Northern Kentucky Port Authority as follows:

1. Provide assistance and resources and act as owner representative/project manager for all three work streams, with primary focus on the Architecture and Engineering stream, the scope of which will include:
  - a) Deploy a comprehensive team that will be responsible for developing the project through schematic design with milestone costing exercises to validate that the project is reasonably expected to be delivered within the fixed project budget.
  - b) Help build comradery and teamwork across the project team while holding all parties accountable for contractual obligations, deliverables, and schedule.
  - c) Be the independent advocate and advisor for the Northern Kentucky Port Authority to coordinate all activities of the project team, manage project costs, accelerate project delivery, and optimize value for Northern Kentucky Port Authority.
  - d) Work closely with the Northern Kentucky Port Authority team to coordinate all bidding, contracting and design activities, manage relationships, seek efficiency in all phases of the project, provide reports, and monitor/assure contractor compliance with Northern Kentucky Port Authority record-keeping and other reporting requirements.
  - e) Identify and manage project risks, coordinating risk mitigation efforts across the entire project team throughout the life of the project.
2. Lead and/or participate in the Stakeholder Engagement and Funding Options work streams as needed to inform the project design work.

The selected consultant will be expected to coordinate with the NKPA and other consultants/contractors retained by the NKPA. If the NKPA ultimately adopts a Design-Build method for delivering the project, A/E design work performed by the selected OR-PM consultant team shall cease at the end of the Conceptual Design, Schematic Design, and Preconstruction phase. Additionally, the OR-PM's A/E team will be precluded from participating as part of a DB team for final design and project construction.

#### **IV. SCOPE OF CONSULTANT SERVICES**

The successful Consultant will provide all services as specified per the standard terms and conditions of AIA C103-2015 *Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services*, modified to incorporate the Northern Kentucky Port Authority requirements. A draft contract is included as Attachment 1. The contract shall be a lump sum contract, providing all the services required as described herein.

#### **GENERAL REQUIREMENTS**

The Consultant for this project shall:

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- Coordinate, manage, and administer the services provided and ensure that any subconsultants' services are managed appropriately.
- Set up and continuously manage a document sharing and storage system.
- Consult with the designated Northern Kentucky Port Authority representatives as needed.
- Attend project meetings, prepare and distribute exhibits and supporting information for meetings as required, prepare and distribute agendas and minutes for each meeting.
- Communicate with and coordinate activities of all members of the Project team.
- Prepare and regularly update a project schedule that will include milestones for decisions to be made by Northern Kentucky Port Authority, work by the consultant, and level of completion.
- Issue written progress reports on a regular basis (not less than monthly), providing status updates on scope, schedule, budget, and deliverables, and identifying additional input needed from the Northern Kentucky Port Authority.
- Coordinate their work with those services provided by Northern Kentucky Port Authority and Northern Kentucky Port Authority's consultants/contractors.

The consultant shall include, as part of their contract, subconsultants that will be required based on the project scale, type of facility, and specialized functions. These subconsultants, along with their expertise and level of participation, shall be indicated in the consultant's proposal.

Project phases and tasks may overlap or lag each other as the overall project develops, and the OR-PM shall adjust their work structure accordingly. Anticipated detailed requirements for each phase are shown below. The scope and sequence of services can be negotiated at any time, and Northern Kentucky Port Authority may apply internal resources as needed to address the needs of Northern Kentucky Port Authority and the project.

The initial engagement is for services through schematic design and preconstruction. Services after the schematic design and preconstruction phase may be authorized incrementally by the Northern Kentucky Port Authority. Consultants shall propose a fixed budget for schematic design and preconstruction services as well as estimated budgets for all phases that follow preconstruction to help inform the total OR-PM budget for the project. Consultants shall detail broad assumptions associated with estimated budgets for phases after preconstruction. NKPA is not requesting, nor does it desire, an exhaustive list of clarifications for this budget as part of this submission, rather a general understanding of how the budget was conceived.

#### **A. Throughout Project**

1. Prepare a Monthly Progress Report, which will relate to the status of the project, throughout the duration of the project. The report should include the following:
  - a. Executive Summary – include a summary and commentary on financial status, highlights of major events and milestones, risks and risk mitigation, a schedule summary, and identification of upcoming activities/milestones/events.
  - b. Status of Design – summarize design activities and identify known and potential delays.
  - c. (If Authorized) Status of Bidding and Construction – summarize bidding and construction activities and identify known and potential delays.

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- d. (If Authorized) Status of Facility Activations and relocations – summarize plan and activities and identify known and potential risks and delays.
- e. (If Authorized) Status of Close-out – summarize project close-out activities and identify known and potential delays.
- f. Status of Owner's Items – summarize status and plans for items to be completed by the Owner (potentially including professional services, fees, FF&E and move costs).
- g. Budget Status Report – include a master project budget which will include a summary of project cost forecast and variances from budget, and status of scope changes that are approved, pending, and/or anticipated.
- h. Schedules – include an updated milestone project schedule.
- i. Risk Matrix
- j. Anticipated Project Activity – indicate, in narrative form, anticipated activities of the project in the upcoming month, actions to be taken during the period, and any scheduled governing agency reviews/approvals, etc.
- k. Other – include such additional or revised information as required by the Owner.

## **B. Intake and Planning Phase**

1. Work with Owner to develop a complete understanding of the project assignment, including identification of the project customer, key stakeholders, and the project delivery method/contracting strategy.
2. Attend meetings with the Owner to develop a mutual understanding of the project, identify roles and responsibilities, and develop working protocols and standards for the execution of the project.
3. Develop and adhere to a Project Management Plan that includes, but is not limited to, customer project goals and objectives, financial objectives and controls, schedule, sustainability, relocation, and timing requirements, change management procedures, records and reporting, and customer department key success factors. Review and update the scope, goals and objectives of the project based on review of any previous project work and input from the Owner and key stakeholders.
4. Manage the development of one or more Owner's Project Requirements (OPR) document(s), with inputs from all project team members and stakeholders. The purpose of the OPR(s) is to provide clear and concise documentation of the Owner's goals, expectations, and requirements for the project, and shall be utilized throughout the project delivery and commissioning process to provide an informed baseline and focus for design development and for validating the project's energy performance and alignment with overall values and goals. The intent of the OPR(s) is to detail the functional requirements of a project and the expectations of the building's use and operation as it relates to building and systems design. The OPR documentation may consist of one combined higher education complex document, or multiple OPRs for the different facilities and/or to address new construction versus use/renovation of adjacent spaces/facilities. The OR-PM is welcome to recommend a different OPR format and method of differentiating between renovation and new construction, for consideration and acceptance by the Owner.

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The initial draft of the OPR(s) shall be completed before the start of design and furnished to the design team. The OPR(s) will be considered complete after review, approval, and sign-off by the project advisory group.

Updates to the OPR(s) throughout the course of project delivery shall be made based on decisions and agreements coordinated with the entire project team as necessary and agreed to by the Owner. Updates will be identified via document version control as suggested by the OR-PM and agreed to by the Owner.

The OPR(s) shall be included in the project's documentation file.

5. Coordinate with NKPA stakeholders and "Funding" stream of work to understand and monitor requirements of one or more funding sources.
6. Develop and maintain a project timeline and project sequencing plan, considering Owner's capital budget cycle and submittal deadlines.
7. Develop and maintain a responsibility matrix which addresses and identifies all active roles for key individuals and entities involved in the project.
8. Develop and maintain the project risk matrix which addresses and identifies all constraints and risks presented in the project. Initiate risk mitigation measures as needed to assure project success.
9. Develop a format and template for the Monthly Progress Report for review and approval by Owner.

### **C. Conceptual Design, Schematic Design, and Preconstruction Phase**

1. Utilize an integrated design methodology to drive the decision-making process, taking into account whole building design including but not limited to creating a comfortable environment for all users, sustainability, safety and security, and building lifecycle costs.
2. Assist with preparation of requests for proposals for services of professionals not included on the OR-PM consultant team; review proposals from such professionals; assist in the preparation of contracts for the retention of such professionals; and recommend selection of such professionals. Review/negotiate with the Owner and its legal counsel, scope revisions within professional service agreements and help resolve disputes relating to such scope revisions with such professionals, which may include:
  - a. Geotechnical firms
  - b. Environmental firms
  - c. Other specialty consultants and contractors as necessary
3. Verify that the milestone schedule requirements and other known and reasonably foreseeable steps necessary to perform and complete the project have been included and/or accounted for within the contract documents.

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4. Further develop and update the Project Management Plan.
5. Update the project risk matrix with input from all project team members. Identify, implement, and continue risk mitigation measures as needed to assure project success.
6. Develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction (AHJ's) over the project; and assist the Owner in connection with Owner's responsibility for filing documents required for such approvals.
7. Implement, maintain, and upgrade as necessary, a web-based file sharing system to be used to receive and distribute project reports, project schedules, and other information as agreed with the Owner.
8. Provide appropriate Quality Control/Quality Assurance (QC/QA) procedures and documentation with review of the plans, drawings, specifications, and such other documents as prepared by the design team for cost, constructability, adherence to schedule and consistency with the program. Confer with and advise the Owner of variances and recommendations for corrective actions to remedy any problematic issues. Assess and advise the Owner of impacts to the project budget and project schedule.
9. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
10. Consult with the Owner regarding issues which impact the constructability and feasibility of the project.
11. Identify all Owner's costs and responsibility line items (such as professional services, FF&E, specialty items, and relocation services) and work with Owner to develop a procurement strategy and plan. Identify long lead time items and recommend to the Owner methods of procurement to achieve the project schedule.
12. Expedite approvals and coordination issues between state and local agencies to obtain any required permits, licenses, and other approvals for the project.
13. Verify that the milestone schedule requirements and other known and reasonably foreseeable steps necessary to perform and complete the project have been included and/or accounted for within the contract documents.
14. Schedule and attend all design review meetings, set the agenda, draft meeting notes/minutes, and file and distribute to attendees and the Owner.
15. Schedule and coordinate formal Owner conceptual and schematic design reviews to assure that sufficient time is provided in the overall project schedule for such reviews, and that the appropriate stakeholders are involved. Collect all Owner review comments and deliver to the design team and other project team leaders.

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16. Conduct periodic progress meetings with the Owner and the appropriate design team members, contractors, equipment designers and suppliers, and other owner consultants and vendors. Prepare and distribute exhibits and supporting information for meetings as required. Prepare and distribute agendas and minutes for each project coordination meeting, which shall include updates on status of scope, schedule, budget, project issues, items requiring Owner or third-party input, and deliverables. Assure that a record of project team decisions is maintained.
17. Schedule and coordinate timely review of any milestone cost estimating exercises with the project team.
18. Coordinate with Owner on the development of a bidding strategy in accordance with Northern Kentucky Port Authority and Kentucky Revised Statute (KRS) bidding requirements, including timing, definitions of work packages, development of responsibility matrix regarding procurement and installation of furniture, fixtures and equipment (FF&E), and strategies to encourage sufficient bid coverage and residency participation.
19. Develop a construction monitoring and oversight plan in coordination with the Owner and other project stakeholders.
20. Review all applications for payment from Owner's consultants, designers and engineers and provide recommendations to Owner for approval/revision/rejection.

**D. (If Authorized) Construction Phase**

Work items and sequencing in the Construction Phase will vary based on project delivery method. Items listed below are requirements of the OR-PM in this phase, though may be executed in an order different than shown.

1. Assist and advise the Owner with the design development and final design processes, regardless of delivery method.
2. Assist the Owner with the development and issuance of construction bidding or DB RFP documents.
3. Review the plans, drawings, specifications, and such other documents as prepared by the design professionals or DB team for cost, constructability, adherence to schedule and consistency with the program. Confer with and advise the Owner of variances and recommendations for corrective actions to remedy any problematic issues. Assess and advise the Owner of impacts to the project budget and project schedule.
4. Schedule and attend all design review meetings and review the design professional's agenda and minutes for accuracy and correct any errors within such documents.
5. Schedule and coordinate formal Owner design reviews (at design development and construction drawing phases) to assure that sufficient time is provided in the overall project schedule for such reviews, and that the appropriate stakeholders are involved.



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Collect all Owner review comments and formally respond to the project architect and other project team leaders.

6. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
7. Consult with the Owner regarding issues which impact the constructability and feasibility of the project.
8. Identify all Owner's costs and responsibility line items (such as professional services, FF&E, specialty items, and relocation services) and work with Owner to develop a procurement strategy and plan. Identify long lead time items and recommend to the Owner methods of procurement to achieve the project schedule.
9. Expedite approvals and coordination issues between state and local agencies to obtain any required permits, licenses, and other approvals for the project.
10. Verify that the milestone schedule requirements and other known and reasonably foreseeable steps necessary to perform and complete the project have been included and/or accounted for within the contract documents.
11. Further develop and update the Project Management Plan.
12. Update the project risk matrix with input from all project team members. Identify, implement, and continue risk mitigation measures as needed to assure project success.
13. Maintain and upgrade as necessary a web-based file sharing system to be used to receive and distribute project reports, project schedules, and other information as agreed with the Owner.
14. Coordinate and conduct, with the assistance of Owner and project team, pre-bid conferences with prospective bidders. Assist the Owner and project team with regards to questions from bidders and issuance of addenda.
15. Assist the Owner in the receipt and evaluation of bids or RFP's. Prepare bid analysis as needed.
16. Assist Owner with negotiations of a GMP with the DB or Construction Manager, document recommendations and provide formal response to the DB or Construction Manager as directed by Owner.
17. Prepare an evaluation and recommendation for each general and specialty contract award and submit in a timely manner to the Owner for approval.
18. Monitor and coordinate the activities of the design professionals, Design-Builder or construction manager, and other consultants and vendors for the completion of the work in accordance with the Owner's objectives for cost, schedule, and quality.

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19. Schedule and conduct and/or attend pre-construction, construction, and progress meetings to discuss matters of procedures, progress, problems, and scheduling of the construction phase of the project.
20. Review and update the milestone project schedule monthly.
21. Update the project risk matrix with input from all project team members. Identify, implement, and continue risk mitigation measures as needed to assure project success.
22. Hold project team members accountable for deliverables. Monitor the progress and performance of the design professionals, Design-Builder or construction manager, specialty consultants and contractors and other vendors. Give notice and recommend courses of action to the Owner if the contractual requirements of the above-mentioned entities are not being fulfilled.
23. Work with Owner to execute the procurement strategy and plan for all Owner's items. Identify long lead time items and recommend to the Owner timing of procurement to achieve the project schedule. Develop and execute an installation and testing plan and schedule as required for Owner's items, and update such as required to coordinate with facility construction activities.
24. Develop and maintain project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E.
25. Review accuracy of all invoices for Owner's FF&E and other items and provide recommendations to Owner for approval/revision/rejection.
26. Coordinate the update and review of the master project budget monthly. Include total project cost forecast and variances from budget, and status of change orders that are approved, pending, and/or anticipated.
27. Recommend to the Owner necessary or desirable changes to the project; review requests for changes by design professionals, the Design-Builder or construction manager, specialty contractors and consultants, and equipment vendors; assist in negotiating proposals; determine whether changes are necessary, reasonable, and accurate; and submit recommendations to the Owner for approval.
28. Review applications for progress payments and final payments, and all documents in support of such applications and make the appropriate recommendations to the Owner.
29. Assist in obtaining required governmental and regulatory agency permits or approvals, fee waivers (if applicable), and resolving code or regulatory disputes required for the work. Advise the Owner of potential delay impacts to the milestone project schedule in this regard.

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30. Monitor and confirm that the design professionals and the Design-Builder or construction manager maintain the following documents: a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials required to be kept and maintained for the project.
31. Assist in coordinating all aspects of the work with any public agencies or utility companies involved in the project.
32. If the interpretation of the meaning and intent of the contract documents becomes necessary during construction, ascertain the design professionals' interpretation, and transmit such information, along with OR-PM's analysis and recommendation to Owner.
33. Review the adequacy of supervision, personnel and equipment and the availability of necessary materials and supplies. Where adjudged inadequate, recommend that the necessary actions be taken to correct the deficiencies.
34. Coordinate deliveries, installations and testing of Owner's items.
35. Monitor and review the design professionals' and the Design-Builder or construction manager's quality inspection control system so that the required standards of construction are achieved.
36. Monitor the design professionals' and the Design-Builder or construction manager's review of all testing required by the technical sections of the specifications and applicable codes and regulations for compliance with the contract documents.
37. Provide and document routine on-site Quality Assurance observations and inspections to support other monitoring requirements.
38. Monitor the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work.
39. Review the design professionals and contractor's recommendations for all scope change requests from the trade and specialty contractors. Submit recommendations to Owner for approval.
40. Review all scope changes proposed by the design professionals and contractor and make recommendations regarding practicality, costs, and effect on the schedule.
41. Monitor all scope changes during construction to ensure compliance with approved revisions and funding obligations.
42. Conduct periodic progress meetings with the Owner and the appropriate design team members, contractors, equipment designers and suppliers, and other owner consultants and vendors. Prepare and distribute exhibits and supporting information for meetings as required. Prepare and distribute agendas and minutes for each project coordination

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meeting, which shall include updates on status of scope, schedule, budget, project issues, items requiring Owner or third-party input, and deliverables.

43. Regularly monitor, track and report contract compliance with applicable NKPA requirements. Work with Owner staff and contractors to ensure contractors are meeting requirements. Issue goal compliance deficiency warning letters to contractors as necessary.
44. Review all applications for payment from Owner's consultants, designers, engineers, and contractors and provide recommendations to Owner for approval/revision/rejection.

**E. (If Authorized) Relocation and Facility Activation Phase**

1. Work with the Owner and core stakeholders to develop a high-level relocation and facility activation plan for relocation to the new facilities. This high-level plan is to be used to develop a scope, schedule and budget for relocation and facility activation tasks, and to be used to assist with retaining an activation consultant. The relocation and facility activation plan shall include, but not be limited to:
  - a. Key contacts
  - b. Lists of operations & maintenance requirements, materials, equipment and personnel
  - c. Continuity of Operations
  - d. Emergency Response Plans, safety and other special requirements
  - e. Preventive Maintenance and Asset Management plan
  - f. Operation and maintenance training requirements
  - g. Readiness reviews
  - h. Relocation sequence, means and methods
  - i. Safety and other special requirements
  - j. Occupant training requirements
  - k. Building Occupant/Tenant Manual
  - l. Cost
  - m. Schedule

Review the relocation and facility activation plan with Owner and customer departments; update and publish.

2. Work with the Activation Consultant to continuously review all scope and schedule changes proposed by the design professionals and construction contractors and make recommendations regarding practicality, costs and effect on the relocation and facility activation plan.
3. Work with the Activation Consultant to monitor status of facility construction and commissioning, FF&E installations, and special requirements to coordinate such with the relocation and facility activation plan. Ensure that the contractor and equipment vendors coordinate equipment and systems training sessions for the Owner's personnel.

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4. Assure constant contact with customer departments by the Activation Consultant as needed to assure safe and smooth facility activations.
5. If necessary, work with the Owner, core stakeholders, and the Activation Consultant to develop and implement an existing facility decommissioning and demolition plan. This plan shall include, at a minimum:
  - a. List and description of locations to be vacated and decommissioned.
  - b. List and description of artifacts to be salvaged.
  - c. Target end state for each decommissioned location. Identification of key issues and environmental factors to be considered.
  - d. Identification of decommissioning team members, and a matrix of responsibilities.
  - e. Budget and schedule for decommissioning.
  - f. Decommissioning action plan.
6. Manage the activities of the decommissioning and demolition team through substantial completion of the decommissioning action plan.

**F. (If Authorized) Project Close-out Phase**

1. Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents.
2. Receive from the contractor and deliver to the Owner all guarantees, warranties, and operating and maintenance manuals required by the contract documents.
3. Monitor the design professionals' and Design-Builder or construction manager's procedures for expediting the preparation of "as-built" and record drawings, GIS information and operations and maintenance manuals in accordance with the specifications and Owner's requirements.
4. Provide a detailed and comprehensive final account report to include verification that all final lien waivers are received.
5. Provide information as required by Owner for closing out the project contract(s).
6. Participate in a final project debriefing meeting as may be scheduled by Owner. Prepare a "Lessons Learned" report for use by the Owner in the execution of future projects.

**V. ANTICIPATED PROJECT TIMETABLE**

***OR-PM Solicitation and Award***

- |    |  |  |
|----|--|--|
| 1. | <b><i>July 26, 2024</i></b>              | Issue Request for Proposal                   |
| 2. | <b><i>August 6, 2024, 4:00 p.m.</i></b>  | Deadline for submittal of questions          |
| 3. | <b><i>August 12, 2024, 4:00 p.m.</i></b> | Responses to questions issued (on or before) |
| 4. | <b><i>August 19, 2024, 4:00 p.m.</i></b> | PROPOSALS DUE                                |

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|----|----------------------------------|--|
| 5. | <b>August 27, 2024</b>           | Selection Committee complete review of submitted proposals                 |
| 6. | <b>Week of September 2, 2024</b> | Interviews (if necessary)  |
| 7. | <b>September 10, 2024</b>        | Selection Committee selects consultant                                     |
| 8. | <b>September 27, 2024</b>        | Offer, negotiate and execute a contract with the consultant (on or before) |

**Anticipated Project Execution**

- |    |                                      |   |
|----|--------------------------------------|---|
| 1. | <b>Week of September 30, 2024</b>    | Project Kick-off                                |
| 2. | <b>November 1, 2024</b>              | Completion of OPR                               |
| 3. | <b>November 15, 2024</b>             | Completion of Site Analysis/Recommendation      |
| 4. | <b>Nov. 18, 2024 – Jan. 31, 2025</b> | Conceptual Design                               |
| 5. | <b>Quarters 2 and 3, 2025</b>        | Schematic Design and Preconstruction Activities |
| 6. | <b>Q4, 2025 – Q1, 2028</b>           | Construction and relocation                     |
| 7. | <b>Quarter 2, 2028</b>               | Project close-out                               |

**VI. PROJECT BUDGET**

Total funding for the project for Fiscal Year 2025 is \$10,000,000. This funding is anticipated to be used for this contract, other professional service agreements, and all costs associated with site acquisition. The remaining \$115,000,000 will be available in FY 2026 and is expected to be used for hard construction activity.

**VII. PROPOSAL CONTENT**

Proposals shall conform to the Northern Kentucky Port Authority's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 2). The proposal shall include the Consultant Proposal Form (see Attachment 3) and the following information:

- A. Cover:** Include project name, project location, consultant's name, address, telephone number, e-mail address, and proposal date.
- B. Table of Contents:** Include an identification of the material by section and page number.
- C. Letter of Transmittal:** The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.
- D. Organization's Experience:** Include a list of similar projects (such as complex campus redevelopment including renovation and new construction, and highly technical vertical construction in a tight urban area) that the organization has participated on in the past five (5) years. Attach a separate sheet for each project, up to five (5) maximum, giving a brief description of each project and the organization's participation.
- E. Project Organization and Staff Experience:** Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. The name of the Principal in Charge of this project must be clearly indicated in this section of the proposal, along with the name and title of the Project Manager who will be

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in charge of this project. Provide a resumé for key staff members involved in the project, and include their name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience, and qualifications.

- F. Subconsultants:** Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in as well as known services they would provide. Also state their past experience in the field.
- G. Project Approach:** Provide a description of typical issues encountered in similar assignments and which you anticipate in this project and how you propose to overcome those issues. Discuss how you plan to staff the project to efficiently complete the work effort.
- H. Scheduling:** Base proposal on schedule provided in this RFP and provide any relevant statements related to your understanding of the schedule.
- I. Quality Control:** Submit a contract document quality control plan or a copy of your organization's adopted plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.
- J. Fee Proposal:** The fee for this project shall be clearly stated as a fixed budget for conceptual design, schematic design and preconstruction services as well as estimated budgets for all phases that follow preconstruction. A dollar amount for reimbursable items as described in the proposal should also be clearly stated.

## **VIII. PROPOSAL EVALUATION**

See the attached Northern Kentucky Port Authority Proposal Preparation, Submission and Evaluation Guidelines for the evaluation criteria. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal. The Northern Kentucky Port Authority reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.

## **IX. GENERAL REQUIREMENTS**

- A.** Project related communication initiated by a proposer to any NKPA official, employee or representative evaluating or considering to proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Project Manager and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the NKPA.
- B.** The successful consultant must be an Equal Opportunity Employer.

Subject: **Request for Proposal**

Project: **Owner Representative/Project Manager Services for Higher Education Project**

- C. The proposal shall conform to all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum is the only official method through which interpretation, clarification or additional information will be given.
- D. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Northern Kentucky Port Authority, is the sole responsibility of the submitting party. Material submitted will not be returned.
- E. The proposal must be submitted via an emailed pdf document.
- F. It is anticipated that the basis of any contract resulting from this selection process will be based on AIA C103-2015 - *Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services*. Unless otherwise noted, submission of a signed statement or proposal by the consultant shall indicate acknowledgment of the aforementioned and intent to negotiate final agreement of the form without making any substantive changes.

Please provide one electronic (pdf) version of your proposal via email no later than **4:00 P.M. on Monday, August 19, 2024** to:

**Christine Russell**

Executive Director  
Northern Kentucky Port Authority  
Email: [CRussell@be-nky.com](mailto:CRussell@be-nky.com)

With copy to:

**Holly Hill**

Purchasing Manager  
Kenton County Fiscal Court  
Email: [Holly.hill@kentoncounty.org](mailto:Holly.hill@kentoncounty.org)

Please direct questions regarding this RFP in writing via email to both of the individuals above.

Attachments:

- 1) Draft AIA C103-2015 - *Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services*
- 2) Proposal Preparation, Submission and Evaluation Guidelines (5 pages)
- 3) Consultant Fee Proposal Form (3 pages)



Subject: ***Request for Proposal***

Project: **Owner Representative/Project Manager Services for Higher Education Project**

ATTACHMENT 1

DRAFT AIA C103-2015 - *Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services*



# AIA<sup>®</sup> Document C103<sup>™</sup> – 2015

## Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

and the Consultant:  
*(Name, legal status, address, and other information)*

Consultant's discipline:

for the following Project:  
*(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

The Owner and Consultant agree as follows.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSULTANT'S RESPONSIBILITIES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COPYRIGHTS AND LICENSES
- 6 CLAIMS AND DISPUTES
- 7 TERMINATION OR SUSPENSION
- 8 COMPENSATION
- 9 MISCELLANEOUS PROVISIONS
- 10 SPECIAL TERMS AND CONDITIONS
- 11 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

*(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)*

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
- .2 Date for commencement of construction:
- .3 Substantial Completion date:
- .4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

*(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)*

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

*(List name, address, and other information.)*

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than \_\_\_\_\_ (\$ \_\_ ) for each occurrence and \_\_\_\_\_ (\$ \_\_ ) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than \_\_\_\_\_ (\$ \_\_ ) per claim and \_\_\_\_\_ (\$ \_\_ ) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant 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 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than \_\_\_\_\_ (\$ \_\_ ).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \_\_\_\_\_ (\$ \_\_ ) per claim and \_\_\_\_\_ (\$ \_\_ ) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-

contributory to any of the Owner’s insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

**§ 2.7.7** The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

**§ 2.8 Time.** The Consultant shall provide its services within the time limits established in the Consultant’s Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.  
(Check one or both selections below.)

- Consultant’s Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner’s approval, a schedule for the performance of the Consultant’s Services. If relevant to the Consultant’s Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

**ARTICLE 3 ADDITIONAL SERVICES**

**§ 3.1** Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

**§ 3.2** The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

**ARTICLE 4 OWNER’S RESPONSIBILITIES**

**§ 4.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

**§ 4.2** The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect to the Project.  
(List name, address, and other information.)

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

## ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

### § 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### § 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this

Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 6.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

**§ 6.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 6.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 6.3.4 Consolidation or Joinder**

**§ 6.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 6.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 6.3.4.3** The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

### **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 7.2** If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 7.3** If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

**§ 7.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 7.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.



§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

## ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:  
*(Insert amount of, or basis for, compensation)*

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
----------------------	------

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid \_\_\_\_\_ ( \_\_\_ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.  
*(Insert rate of monthly or annual interest agreed upon.)*

\_\_\_\_\_ percent ( \_\_\_ % )

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

### § 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of \_\_\_\_\_ percent (\_\_\_ %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**§ 8.7 Compensation for Use of Consultant's Instruments of Service**

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

#### ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2014, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
  - .3 Scope of Services Exhibit(s) listed in section 2.1
  - .4 Other documents:  
(List other documents hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSULTANT (Signature)

\_\_\_\_\_  
(Printed name and title)

Subject: **Request for Proposal**

Project: **Owner Representative/Project Manager Services for Higher Education Project**

## ATTACHMENT 2

### PROPOSAL PREPARATION, SUBMISSION AND EVALUATION GUIDELINES

#### PROPOSAL PREPARATION, SUBMISSION & EVALUATION

##### I. Questions/Answers to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation related to specific elements in this RFP must request it in writing according to the schedule detailed therein. Requests should be directed to the individual in charge at the email address listed in the RFP. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as a standalone document or an amendment to the RFP.

##### II. Complete Proposals

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this section and other sections of this RFP.

##### III. Unnecessarily Elaborate Proposals

Brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as unnecessarily elaborate and an indication of the offeror's lack of cost consciousness. Concise and clear proposals are sought.

##### IV. Retention of Proposals

All proposal documents shall be retained by the NKPA and therefore, will not be returned to the offerors. The NKPA will not pay for preparation of proposals or for proposals that are retained by the NKPA.

##### V. Examination of Proposals

Offerors are expected to examine the Site, Statement of Work and all instructions and attachments in this RFP. Failure to do so will be at the offeror's risk.

##### VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

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- A. Name of the offeror;
- B. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;
- C. Copy of any current license, registration, or certification to transact business in the State of Kentucky if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not provide a copy of its license registration, or certification to transact business in the State of Kentucky, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- D. Copies of any current license, registration or certification required in RFP;
- E. If the offeror is a partnership of joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

Each proposal must further contain a chart showing the internal organization of the offeror and the numbers of regular personnel in each organizational unit.

VIII. Offerors Authorized Agent

Each proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate on behalf of the offeror and contractually bind the offeror, if other than the person signing the proposal.

IX. Price Schedule Submission

Offerors are to submit prices for each item identified in the Proposal. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing a contract price. Northern Kentucky Port Authority reserves the right to accept or reject any and all Proposals.

X. Certification and Representations

Offerors shall return with their proposal resumés and any other documents as may be requested in the RFP.

XI. Signing of Offers

The offeror shall sign the proposal and print or type its name on the form. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an

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agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the NKPA.

XII. Proposal Guarantee

By submitting a proposal the offeror guarantees that it will keep its initial offer open for at least 60 days.

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or via PDF and email. The NKPA must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

XV. Proposal Evaluation Criteria

Following a list of general criteria which will be used to evaluate the proposals:

- A. Quality and responsiveness to the RFP. Weight: 15%
- B. Project approach and understanding, including strategy to perform requested work and time schedule. Weight: 35%
- C. Qualifications and experience. Weight: 35%
- D. Fee and hourly rates. Weight: 15%

XVI. Staffing

Consultant shall provide, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of Owner.

The offeror must describe his or her qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific matter and similar facilities. Areas of expertise of each proposed staff member shall be provided (i.e., engineering, economics, architecture, planning). Specific examples of similar or related projects previously conducted shall cite:

- Name of client organization

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- Name, address, and current telephone number of client contact person
  
- Contract and inclusive dates
  
- Contract amount

Offeror should provide the following information for every resumé:

- Full name
  
- Title and areas of specialty
  
- Affiliation (that is, staff of offeror or subconsultant)
  
- Experience directly related to the proposed project
  
- Education/training
  
- Resumés shall be included for all personnel expected to work on the project. Only resumés of staff or subconsultant staff employed by or under contract with the firm should be included.

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**ATTACHMENT 3**

## CONSULTANT FEE

### PROPOSAL

I. SERVICES REQUIRED THROUGHOUT PROJECT (Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_

( \_\_\_\_\_ )

II. INTAKE AND PLANNING PHASE SERVICES (Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_

( \_\_\_\_\_ )

III. CONCEPTUAL DESIGN, SCHEMATIC DESIGN, AND PRECONSTRUCTION PHASE SERVICES  
(Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_

( \_\_\_\_\_ )

IV. REIMBURSABLE EXPENSES FOR ITEMS I, II & III

\$ \_\_\_\_\_

( \_\_\_\_\_ )

**SUBTOTAL FOR PRECONSTRUCTION (ITEMS I - IV):**

\$ \_\_\_\_\_

( \_\_\_\_\_ )

V. CONSTRUCTION PHASE SERVICES (Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_



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( \_\_\_\_\_ )

ASSUMPTIONS:

\_\_\_\_\_

VI. RELOCATION AND FACILITY ACTIVATION PHASE SERVICES (Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_

( \_\_\_\_\_ )

ASSUMPTIONS:

\_\_\_\_\_

VII. PROJECT CLOSEOUT PHASE SERVICES (Include services of all needed subconsultants)

LUMP SUM fee:

\$ \_\_\_\_\_

( \_\_\_\_\_ )

ASSUMPTIONS:

\_\_\_\_\_

VIII. REIMBURSABLE EXPENSES FOR ITEMS V, VI, & VII

\$ \_\_\_\_\_

( \_\_\_\_\_ )

ASSUMPTIONS:

\_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_

( \_\_\_\_\_ )

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IX. PRINCIPAL IN CHARGE

Name of Principal \_\_\_\_\_

Architect or Engineer's Registration No. in Kentucky \_\_\_\_\_

Other  
Registration No. In Kentucky \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date