



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager *BS*
Division of Real Properties

DATE: July 17, 2023

SUBJECT: PR-4175, Ohio County
Cabinet for Health & Family Services
Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh
Attachment

CC: Capital Construction Log
OSBD
PR-4175 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE WITH ANNUAL RENTAL EXCEEDING \$100,000.00

Lease No.: PR-4175		County: Ohio	
Using Agency: Cabinet for Health & Family Services			
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		BNL Investments, LLC	
Property Location: 947 West 7th Street, Beaver Dam, KY			
Check One: <input checked="" type="checkbox"/> New Lease <input type="checkbox"/> Renewal <input type="checkbox"/> Modification			
Type Space: Office		Cost Per Square Foot: \$15.00	
Annual Rental Cost: \$190,500.00		Average Cost Per Square Foot of Leased-In Space in County: \$ average cost per sq ft for county	
Utilities Included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cancellation Clause:	<input checked="" type="checkbox"/> Yes If yes, explain terms: 30 Days	<input type="checkbox"/> No If no, explain why not:	
Effective Date: July 1, 2023		Expiration Date: June 30, 2031	
Justification for Lease: Please see attached			
Has the Finance & Administration Cabinet complied with statutory requirements: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Explain why the Finance & Administration Cabinet chose this lessor (see attached approval memo and modification): Please see attached			

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR #	PR-4175, Ohio County	AGENCY	Cabinet for Health & Family Services
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$190,500.00	DATE	June 27, 2023
VENDOR CODE #	KY0025114	BUILDING CODE #	

THIS LEASE, entered into between: **BNL Investments, LLC**, whose address is: **5276 Cedar Grove Rd., Olaton, KY 42361** (Business Phone: **270-256-2303**), his heirs and assigns, hereinafter called the "Lessor", and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the "Commonwealth";

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances; property located at **947 West 7th Street, Beaver Dam KY**, in the County of **Ohio**.

1b. Said premises consisting of **12,700** square feet are to be rented at the cost of **\$15.00** per square foot and will be used by the Commonwealth for office space.

2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$47,625.00**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **None**; with **40** reserved parking spaces.

3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **July 1, 2023**, and end **June 30, 2024**.

4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **7** extension period(s) unless the Commonwealth shall give the Lessor written notice **30** days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the **30rd** day of **June, 2031**. The Lessor understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.

5. The Commonwealth shall have the further right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.

7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.

8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.

9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenable.

12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

13. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

16. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

STATE LEASING AGENCY REPRESENTATIVE _____ Date

LESSOR _____ Date

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

DIRECTOR, DIVISION OF REAL PROPERTIES _____

SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date

APPROVED THIS _____ DAY OF _____, 20____

When executed by the Secretary, Finance & Administration Cabinet, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Commonwealth of Kentucky. All correspondence and inquiries regarding this Lease are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. JLA



**FINANCE AND ADMINISTRATION CABINET
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Andy Beshear
GOVERNOR


Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: June 27, 2023

SUBJECT: PR-4175, Ohio County
Cabinet for Health & Family Services

The Cabinet for Health and Family Services currently occupies 12,700 square feet of space, leased at a rental rate of \$8.50 per square foot (\$107,950.00 annually) excluding utilities and janitorial services, with a term expiring June 30, 2023. During regular renewal cycle processing the lessor advised that they would require a rental rate increase. Accordingly, and pursuant to applicable provisions of KRS 56.806, advertisements were placed and one best & final proposal was received as follows:

1. BNL Investments, LLC proposed existing space at 947 West 7th Street in Beaver Dam, Kentucky. with 12,700 square feet of office space and 40 reserved paved parking spaces at \$15.50 per square foot excluding utilities, through June 30, 2031.

Efforts to negotiate more favorable terms for the agency were successful with the lessor agreeing to lower the proposed rental rate from \$15.50 to \$15.00 (\$190,500.00 annually) per square foot. The Cabinet for Health and Family Services has recommended acceptance of the proposed lease terms as defined herein. Capital Projects and Bond Oversight Committee approval is required for the proposed lease agreement and your approval of same is recommended to secure continued access to suitable office space for benefit of the Cabinet for Health and Family Services.

JSA/BSH/jlb
Attachment

APPROVED:



Scott Aubrey, Director



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Andy Beshear
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MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager, *BSH*
Division of Real Properties

DATE: July 19, 2023

SUBJECT: PR-4000, Floyd County
Cabinet for Health & Family Services

As outlined, attached please find notification of a lease modification reflecting an increase in the area under lease, the addition of five automatic extension periods, and amortization of monies in excess of \$50,000 that is being processed by the Leased Properties Branch:

PR-4000, Floyd County

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh
Attachment

CC: Capital Construction Log
OSBD
PR-4000 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

LEASE MODIFICATION AMORTIZATION EXCEEDING \$50,000.00

Date Posted in 30-Day Register: July 19, 2023	
Lease No.: PR-4000	County: Floyd
Using Agency: Cabinet for Health & Family Services	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Hamilton Investment Properties, LLC
Property Location: 311 N. Arnold Ave., Prestonsburg KY 41653	
Existing Rental Terms	
Type Space: Office	Square Feet: 10,409
Annual Payment: \$108,774.00	Contract Expiration: June 30, 2026
Modified Rental Terms	
Type Space: Office	Square Feet: 23,530
Annual Payment: \$245,888.52	New Contract Expiration: June 30, 2031
Total Cost to be Amortized: \$264,530.00	
Projected Period of Amortization – Effective: TBD Through June 30, 2031	
Reason for Modification (see attached approval memo and modification): Please see attached	
Estimate Details (see attached copies): 1. Alliance Corporation - \$529,060.00	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Hamilton Investment Properties, LLC	PR NUMBER, COUNTY	PR-4000, Floyd County
ADDRESS	135 Scotts Ferry Road East Versailles KY 40383	VENDOR NUMBER	KY0053254
		AGENCY/DEPARTMENT	Cabinet for Health & Family Services
		DIVISION	
		DATE	July 19, 2023
		BUILDING CODE	90877001

1. Lease Agreement number **PR-4000, Floyd County**, dated **June 14, 1996**, is hereby modified as set forth in Paragraph Two.
2. This Lease is modified as follows:
 - 1) To increase the leased space by 13,121 square feet; from 10,409 square feet to 23,530 square feet; at the same terms and conditions as reflected in the existing lease, resulting in an annual increase of \$137,114.52 from \$108,774.00 to \$245,888.52.
 - 2) To amortize the \$264,530.00 cost for specified (50%) renovation expenses (per estimate submitted by Alliance Corporation) same attached and incorporated herein by reference.
 - 3) To add five automatic extension periods, at the modified terms defined herein, resulting in a new lease expiration date of June 30, 2031.
 - 4) The effective date for the this modification will be established by signature of the Director, Division of Real Properties, upon this document once verification has been received that all renovations have been satisfactorily completed. The effective date for the amortization portion of the modification shall be further defined as the first day of the month following the effective date for the increase in area under lease unless that date is otherwise the first day of a month.
3. All other terms and conditions of the lease remain unchanged.
4. The Lessor is required to sign this document and return all copies for further processing.
5. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

STATE LEASING AGENCY REPRESENTATIVE _____ Date

LESSOR _____ Date

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

DIRECTOR, DIVISION OF REAL PROPERTIES _____ Date

SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date

APPROVED THIS _____ DAY OF _____, 20__

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. **BSH**



**FINANCE AND ADMINISTRATION CABINET
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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager
Division of Real Properties

DATE: July 19, 2023

SUBJECT: PR-4000, Floyd County
Cabinet for Health & Family Services


The Cabinet for Health & Family Services presently occupies 10,409 square feet of office space leased at a rental rate of \$10.45 per square foot (\$108,774.00 annually) excluding utilities and janitorial services (PR-4000) and 2,103 square feet of office/clinic space leased at a rental rate of \$9.02 per square foot (\$18,969.12 annually) including utilities and janitorial services (PR-4511). The agency recently submitted a space request indicating a need for approximately 14,563 square feet of supplemental space to accommodate additional staffing associated with the existing office (i.e., Department of Community Based Services (PR-4000)) and to allow for the consolidation of Cabinet operations in Floyd County by providing space for the Office for Children with Special Healthcare Needs (PR-4511). Pursuant to KRS 56.813(1), and subsequent to review of plans and specifications for the additional space, the lessor consented to lease the necessary space at terms that exceed those applied to the existing lease agreement. Specifically, they have agreed to extend the proposed lease term to June 30, 2031 as is permitted under KRS 56.806(1) as opposed to the current expiration date of June 30, 2026.

The renovations necessary to accommodate the Cabinet for Health & Family Services within the proposed supplemental space requires extensive demolition and renovation (e.g., demo/installation of framing and drywall, upgrade of electrical services, all associated interior finish work, and associated HVAC and sprinkler system modifications). Based on the scope and cost of renovations for the project, negotiations with the lessor relative to the Cabinet absorbing renovation expenses resulted in an agreement to limit those costs to fifty percent (50%) of the total cost. In accordance with applicable provisions of KRS 56.813(2), the lessor provided a single estimate for the renovations (\$529,060.00 from Alliance Corporation) and the negotiated cost distribution noted above then results in the amortization of \$264,530.00 in renovation expenses over the extended lease term.

The attached lease modification therefore provides for an increase of 13,121 square feet in the area under lease; from 10,409 square feet to 23,530 square feet, and the corresponding increase of \$137,114.52 in the annual rent; from \$108,774.00 to \$245,888.52. The modification further provides for the five automatic extension periods resulting in a new lease expiration date of June 30, 2031, and for the amortization of \$264,530.00 in improvement expenses as described herein. Capital Projects & Bond Oversight Committee reporting is required for the proposed modification and your approval of same is recommended to secure supplemental space for expansion and consolidation as requested by the Cabinet for Health & Family Services.

Should you require additional information, please advise.

BSH/BGR/br
Attachment

APPROVED: 
Scott Aubrey, Director



SECTION	PROJECT : 5TH FLOOR BANK	F LOCATION :	O ARCHITECT:	L BID DATE :	D PREBID:	E SUBSTANTIAL:	R FINAL:	MAIN SUMMARY		
								MATERIAL	LABOR	SUBS
								X	X	X
								X	X	X
2	<u>DIVISION # 2</u>							7,374	26,900	X
	DEMOLITION AND REMOVAL							X	X	X
								X	X	X
								X	X	X
6	<u>DIVISION # 6</u>							500	750	X
	MISC CARPENTRY (BLOCKING)							125	50	X
	PLYWOOD IN MDF ROOM							500	500	X
6	<u>DIVISION # 6</u>							X	X	X
	FINISH CARPENTRY							X	X	X
	CHAIR RAIL IN RECEPTION							X	X	X
	CASEWORK	ALLOWANCE						X	X	20,000
	RESTROOM VANITY							X	X	X
								X	X	X
								X	X	X
6	<u>DIVISION # 7</u>							X	X	X
	INSULATION	E						X	X	X
								X	X	X
								X	X	X
8	<u>DIVISION # 8</u>							44,000	6,600	X
	DOORS/FRAMES AND HARDWARE	22EA						X	X	X
8	<u>DIVISION # 8</u>							X	X	X
	GLAZING							X	X	2,500
	TRANSACTION WINDOW							X	X	X
								X	X	X
								X	X	92,000
9	<u>DIVISION # 9</u>							X	X	X
	GYPSUM BOARD ASSEMBLIES	E						X	X	X
9	<u>DIVISION # 9</u>							X	X	X
	ACOUSTICAL PANEL CEILINGS	E						X	X	60,000
9	<u>DIVISION # 9</u>							X	X	X
	RESILIENT TILE FLOORING	E2						X	X	X
9	<u>DIVISION # 9</u>							X	X	X
	CARPETING	E2						X	X	38,000
9	<u>DIVISION # 9</u>							X	X	X
	PAINTING	E3						X	X	X
								X	X	X
								X	X	X
10	<u>DIVISION # 10</u>							500	250	X
	TOILET AND BATH ACCESSORIES							5	150	X
	INSTALL O.P.C.I. BABY CHANGE STATION							500	100	X
10	<u>DIVISION # 10</u>							X	X	X
	FIRE PROTECTION SPECIALTIES							125	50	X
10	<u>DIVISION # 10</u>							750	250	X
	MISCELLANEOUS SPECIALTIES							X	X	X
	JANITOR SHELVING							X	X	X
	BLACKOUT SHADES							X	X	X
								X	X	X
21	<u>DIVISION # 21</u>							X	X	X
	RELOCATION OF SPRINKLER HEADS	ALLOWANCE						X	X	15,000
								X	X	X
								X	X	X
22	<u>DIVISION # 22</u>							X	X	66,000
	PLUMBING							X	X	X
	FLOOR SINK							X	X	X
								X	X	X
								X	X	X
23	<u>DIVISION # 23</u>							X	X	8,530
	HVAC	ALLOWANCE						X	X	1,500
	VENTILATION FOR HEARING BOOTH							X	X	X
								X	X	X
26	<u>DIVISION # 26</u>							X	X	33,972
	ELECTRICAL	ALLOWANCE						X	X	X
	NEW VS REUSE LIGHTING							X	X	X
	LOW VOLTAGE ROUGHT IN							X	X	X
								X	X	X
								X	X	X
27	<u>DIVISION # 27</u>							X	X	X
	COMMUNICATIONS	BY OTHERS						X	X	X
								X	X	X
								X	X	X
	<u>DIVISION # 28</u>							X	X	X



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MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: July 18, 2023

SUBJECT: PR-5685, Hardin County
Transportation Cabinet

As outlined, attached please find notification of a lease modification reflecting amortization of monies that is being processed by the Leased Properties Branch:

PR-5685, Hardin County

If you have any questions or require additional information concerning this matter, please advise.

BSH/BGR/br
Attachment

Cc: Capital Construction Log
OSBD
PR-5685 File
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE
LEASE MODIFICATION AMORTIZATION**

Date Posted in 30-Day Register: July 18, 2023	
Lease No.: PR-5685	County: Hardin
Using Agency: Transportation Cabinet	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	E-town Mulberry Plaza LLC
Property Location: 916 North Mulberry Street, Suite 110; Elizabethtown KY 42701	
Existing Rental Terms	
Type Space: Office	Square Feet: 4,527
Annual Payment: \$41,874.76	Contract Expiration: June 30, 2031
Modified Rental Terms	
Type Space: Office	Square Feet: 4,527
Annual Payment: \$41,874.76	New Contract Expiration: June 30, 2031
Total Cost to be Amortized: \$322,350.00	
Projected Period of Amortization – Effective: TBD Through June 30, 2031	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
(1) 322,350.00 from David Company LLC	
(2) \$438,900.00 from Jenkins-Essex Construction	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	E-TOWN MULBERRY PLAZA, LLC	PR NUMBER, COUNTY	PR-5685, HARDIN COUNTY
ADDRESS	907 Colonel Anderson Parkway Louisville KY 40222	VENDOR NUMBER	KY0072816
		AGENCY/DEPARTMENT	Transportation Cabinet
		DIVISION	Division of Drivers Licensing
		DATE	July 10, 2023
		BUILDING CODE #	90581001

1. Lease Agreement number **PR-5685, Hardin County** (document) dated **July 10, 2023**, is hereby modified as set forth in Paragraph 2.

2. This Lease is modified as follows:

1. To amortize the \$322,350.00 cost for renovations to the leased premises per attached estimate from David Company LLC, same attached and incorporated herein by reference.
2. The amortization effective date will be established by signature of the Director, Division of Real Properties, upon this modification once verification has been received from the using agency that all renovations have been satisfactorily completed and will extend through the lease expiration date June 30, 2031. The effective date for the amortization shall be defined as the first day of the month following the effective date defined below unless the effective date established thereby is the first day of a month.

3. All other terms and conditions of the lease remain unchanged.

4. The Lessor is required to sign this document and return all copies for further processing.

5. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

STATE LEASING AGENCY REPRESENTATIVE _____ Date _____

LESSOR _____ Date _____

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____

ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date _____

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date _____

DIRECTOR, DIVISION OF REAL PROPERTIES _____

SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date _____

APPROVED THIS _____ DAY OF _____, 20____



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY


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Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: July 17, 2023

SUBJECT: PR-5685, Hardin County
Transportation Cabinet

The Transportation Cabinet presently occupies 5,813 square feet of space located in a state-owned facility at a cost of \$104,634.00 annually (reference IA-0630 Hardin County). leased at a rental rate of \$18.00 per square foot (\$104,634.00 annually) including utilities (reference IA-0630, Hardin County). The Cabinet submitted a request for replacement space based on age/condition of the space and limited parking areas suitable for driver testing operations. An Invitation to Lease was also processed relative to this request in late 2021 and failed to produce any responses. The space request from the Cabinet indicated a need for approximately 4,161 square feet of space and a review of properties currently leased by the Commonwealth indicated that suitable space to accommodate this request was available in a facility occupied by the Cabinet for Health and Family Services (reference PR-3720 Hardin County). Subsequent to review of plans and specifications for the proposed space, the lessor has consented to lease 4,527 square feet of space at the rental rate applicable to the existing lease agreement and they have consented to extend the lease term to the maximum permitted under KRS 56.806(1).

The renovations necessary to accommodate the Transportation Cabinet within the proposed space requires complete demolition and renovation (e.g., demo/installation of framing and drywall, upgrade of electrical services, all associated interior finish work, and creation of a new primary entrance on the front side of the proposed building). Based on the scope of work and the cost of renovations to convert the space in a manner that satisfies current specification requirements for Driver Licensing offices the lessor has requested that the Cabinet absorb the entire renovation cost. In accordance with applicable provisions of KRS 56.813(2), the lessor has provided two estimates for renovations/construction (\$322,350.00 from David Company LLC, Louisville KY and \$438,900.00 from Jenkins-Essex Construction, Elizabethtown KY). The Transportation Cabinet has recommended acceptance of the low bid from David Company LLC for \$322,350.00 with this amount amortized over the extended term of the lease as defined above.

Memo to: Scott Aubrey, Director
PR-5685, Hardin County
Transportation Cabinet
July 17, 2023
Page Two

In accordance with applicable provisions of KRS 56.813(1), the attached lease agreement therefore provides for the use of 4,527 square feet of office space at a rental rate of \$9.25 per square foot (\$41,874.76 annually), including partial utilities and excluding janitorial services with a term expiring June 30, 2031. In accordance with applicable provisions of KRS 56.813(2), the attached lease modification agreement then provides for the amortization of \$322,350.00 in renovation expenses per estimates submitted by David Company LLC. The anticipated amortization period of eighty-eight (88) months results in estimated annual amortization costs of \$43,956.84 and a total estimated annual lease cost of \$85,831.60. Capital Projects & Bond Oversight Committee reporting is required for the proposed lease modification and your approval of the attached lease agreement and lease modification agreement is recommended to secure suitable space as requested by the Transportation Cabinet.

Should you require additional information, please advise.

APPROVED:



Scott Aubrey, Director

JSA/BSH/BGR/br
Attachment

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE OF PAGES 1 of 4

TO PURCHASER: Mark Pulliam

Address

Louisville, KY

FROM CONTRACTOR:

David Company LLC

7810 Albrecht Circle

Louisville, KY 40241

CONTRACT FOR: KYDOT Build Out, Elizabethtown, KY

APPLICATION NO: 0

DATE: 6/10/2023

PERIOD TO: 6/30/2023

PROJECT NOS:

CONTRACT DATE: June 10, 2023

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, ALA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 307,000.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 307,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE: no retainage is to be withheld \$ 0.00

a. 0 % of Completed Work \$ 0.00

b. (Column D + E on G703) \$ 0.00

(Column F on G703) \$ 0.00

Total Retainage (Lines 5a - 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00

(Line 4 Less Line 5 Total) \$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 307,000.00

base : 307,000
5% fee: 15,350
TOTAL 322,350

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 of 4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO. 0

APPLICATION DATE: 6/10/2023

PERIOD TO: 6/30/2023

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FRONT PREVIOUS APPLICATION (D - E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
1	Mobilization	\$52,000.00				\$0.00	0.00%	\$52,000.00
2	General Conditions, 3 @ 8000	\$24,000.00				\$0.00	0.00%	\$24,000.00
3	Demo	\$16,800.00				\$0.00	0.00%	\$16,800.00
4	Concrete Patching	\$1,300.00				\$0.00	0.00%	\$1,300.00
5	Masonry @ Door Openings	\$1,500.00				\$0.00	0.00%	\$1,500.00
6	Carpentry	\$3,500.00				\$0.00	0.00%	\$3,500.00
7	Doors & Hardware	\$15,000.00				\$0.00	0.00%	\$15,000.00
8	Storefront Doors	\$9,600.00				\$0.00	0.00%	\$9,600.00
9	Steel Stud Framing & Drywall	\$20,000.00				\$0.00	0.00%	\$20,000.00
10	Acoustical Ceilings	\$19,000.00				\$0.00	0.00%	\$19,000.00
11	VCT Tile & Base	\$1,500.00				\$0.00	0.00%	\$1,500.00
12	Carpet Tiles & Base	\$20,700.00				\$0.00	0.00%	\$20,700.00
13	Painting	\$9,000.00				\$0.00	0.00%	\$9,000.00
14	Toilet Accessories	\$2,300.00				\$0.00	0.00%	\$2,300.00
15	Break Room Cabinetry	\$3,000.00				\$0.00	0.00%	\$3,000.00
16	Sprinklers	\$13,800.00				\$0.00	0.00%	\$13,800.00
17	Plumbing	\$12,000.00				\$0.00	0.00%	\$12,000.00
18	HVAC	\$37,000.00				\$0.00	0.00%	\$37,000.00
19	Electrical	\$45,000.00				\$0.00	0.00%	\$45,000.00
20								
21								
22								
23								
24								
	PAGE TOTAL	\$307,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$307,000.00



29 June 2023

Hardin County Transportation Department
Mark Pulliam
916 Mulberry Street
Elizabethtown, KY 42701

Mark,

Please accept this submission as our proposal for the complete construction services for the renovation of your existing office space into the Hardin County Transportation Department. A detailed scope of work has been provided below to assist you in the understanding of our proposal. Feel free to contact me with any questions regarding our quotation.

Jenkins-Essex Construction, Inc. proposes to construct the referenced Office Renovation:

For the lump sum of: \$ 418,000.00

Four Hundred Eighteen Thousand Dollars and Zero Cents

Scope of Work

1. General Conditions
 - a. Site Supervision
 - b. Architectural Services to Obtain Permits
 - c. Sanitary Facility
 - d. Building Permits
 - e. Clean-Up
 - f. Dumpsters / Trash Removal
 - g. Rental Equipment
 - h. Plan Review
 - i. Daily Clean
 - j. Punch List
 - k. Final Clean

base: 418000
5% : 20900
TOTAL 438,900

Clarifications:

- a. Existing Building is to allow usage of electrical power and water
- b. No Performance and Payment Bond Included

2. Site Work
 - a. None

3. Cast-In-Place
 - a. Patching trench for new plumbing in Break Room
4. Masonry
 - a. None
5. Structural Steel
 - a. None
6. Carpentry
 - a. Wood blocking will be provided wherever required for attachment of other work
 - b. Plastic Laminate Casework in the Break Room
7. Thermal & Moisture Protection
 - a. R-11 Sound Batt Wall Insulation
 - b. Misc. Caulking
8. Doors-Frames-Hardware
 - a. (14) Hollow Metal Door Frames
 - b. (14) Flush Wood Birch Doors
 - c. (1) 3070 Clear Anodized Aluminum Storefront Entrance Door
 - d. "Best" Hinges, Falcon Hardware & Closers
9. Finishes
 - a. Walls to be 3 5/8"x 20 gauge Metal Studs with 5/8" Drywall each side and insulation
 - b. Acoustical Ceiling Tile to be 24"x 48" medium grade tile with 15/16" grid by USG
 - c. Paint Walls and Door Frames
 - d. VCT- Armstrong- Blue Gray- 51903
 - e. Carpet Tile- Mohawk- Bootcut- GT177
 - f. Vinyl Base- Armstrong- Graphite Gray- R4161
10. Specialties
 - a. Paper Towel Holders
 - b. Toilet Paper Holders
 - c. Mirrors
 - d. Grab Bars
 - e. Fire Extinguishers
11. Equipment
 - a. None
12. Furnishings
 - a. None
13. Special Construction
 - a. None
14. Conveying Systems
 - a. None

15. Mechanical

- a. (3) Water Closets
- b. (2) Wall Mounted Sinks
- c. (1) Drop In Sink
- d. Rework HVAC vents, ductwork, & zoning to match new office layout

16. Fire Protection

- a. Existing heads & piping to be reworked to match new office layout

Clarifications:

- a. The above price does not include any hose stations, fire hydrants, or fire pumps

17. Electrical

- a. Wiring for (4) cubicle power poles, each to have (1) 20a 120v circuit
- b. Emergency/Exit Lighting per code
- c. Demo & Reuse existing 100a panel
- d. Install new MCB panel 3 phase 42 circuit facing in new room
- e. New breakers
- f. LED 2x4 flat panel lay in fixtures with standard light switch
- g. General use receptacles in each room

Exclusions:

1. Special Inspections
2. Builder's Risk
3. Access Controls
4. Low Voltage Wiring/Fiber Optics
5. Room Signage
6. Utility Company Fees are the responsibility of the Owner

Our proposal is valid for 15 days.

Thank you for the opportunity, if you require any additional information feel free to contact me in our office.

Very truly yours,

JENKINS-ESSEX CONSTRUCTION

Jeff Zukowitz

Jeff Zukowitz
Project Manager



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY


Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: July 21, 2023

SUBJECT: PR-3791, Jefferson County
Board of Nursing

As outlined, attached please find notification of a lease modification reflecting a decrease in the area under lease and an amortization of monies that is being processed by the Leased Properties Branch:

PR-3791, Jefferson County

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh
Attachment

Cc: Capital Construction Log
OSBD
PR-3791 File
BSH

**REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE
LEASE MODIFICATION EXCEEDING 50,000
LEASE MODIFICATION AMORTIZATION**

Date Posted in 30-Day Register: July 21, 2023	
Lease No.: PR-3791	County: Jefferson
Using Agency: Board of Nursing	
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Hurstbourne Office Park LLC
Property Location: 312 Whittington Parkway, Louisville, KY 40222	
Existing Rental Terms	
Type Space: Office	Square Feet: 22,010
Annual Payment: \$258,617.52	Contract Expiration: June 30, 2029
Modified Rental Terms	
Type Space: Office	Square Feet: 16,329
Annual Payment: \$191,865.76	New Contract Expiration: June 30, 2029
Total Cost to be Amortized: \$24,903.29	
Projected Period of Amortization – Effective: TBD Through June 30, 2029	
Reason for Modification (see attached approval memo and modification): Please see attached.	
Estimate Details (see attached copies):	
<ol style="list-style-type: none"> 1. \$5,509.65 (Cost difference between original (\$17,159.25) and revised (\$22,668.90) estimate from KV Flooring. 2. \$18,193.64 from KV Flooring. 3. \$1,200.00 (Cornerguard/wallpaper removal portion only) from Bradley Boroughs, Inc. 	

COMMONWEALTH OF KENTUCKY LEASE MODIFICATION AGREEMENT

LESSOR	Kevin D. Cogan Db Hurstbourne Office Park LLC	PR NUMBER, COUNTY	PR-3791, Jefferson County
ADDRESS	2650 Technology Drive Louisville KY 40222	VENDOR NUMBER	KY0012994
		AGENCY/DEPARTMENT	Board of Nursing
		DIVISION	
		DATE	July 21, 2023
		BUILDING CODE	90411002

1. Lease Agreement number PR-3791, Jefferson County, dated July 1, 1997 is hereby modified as set forth in Paragraph Two.
2. This Lease is modified as follows:
 - 1) To provide for a decrease of 5,681 square feet in the area under lease; from 22,010 square feet to 16,329 square feet; and for the associated decrease of \$66,751.76 in the annual rental cost; from \$258,617.52 to \$191,865.76.
 - 2) To amortize \$24,903.29 in renovation costs per estimate/distribution submitted by KV Flooring and Bradly Boroughs, Inc. (copies attached and incorporated herein by reference).
 - 3) The effective date for the reduction in area under lease shall be established by signature of the Director, Division of Real Properties, upon this modification once verification is received that all renovations have been satisfactorily completed. The amortization effective date shall also be established by signature of the Director, Division of Real Properties and shall be further defined as the first day of the month following the established effective date unless that date is otherwise the first day of a month.
3. All other terms and conditions of the lease remain unchanged.
4. The Lessor is required to sign this document and return all copies for further processing.
5. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

STATE LEASING AGENCY REPRESENTATIVE _____ Date

LESSOR _____ Date

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

ATTORNEY, FINANCE & ADMINISTRATION CABINET _____ Date

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES _____ Date

DIRECTOR, DIVISION OF REAL PROPERTIES _____ Date

SECRETARY, FINANCE & ADMINISTRATION CABINET _____ Date

APPROVED THIS _____ DAY OF _____, 20__

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. **BSH**



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Andy Beshear
GOVERNOR

Holly M. Johnson
SECRETARY


Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: July 21, 2023

SUBJECT: PR-3791, Jefferson County
Board of Nursing

The subject lease agreement currently provides the Board of Nursing with use of 22,010 square feet of space, leased at a rental rate of \$11.75 per square foot (\$258,617.52 annually) including partial utilities and excluding janitorial services, with a term expiring June 30, 2029. The lease agreement is presently in suspension due to partial damage resulting from burst sprinkler lines, repairs to the facility are estimated to be complete on or about September 1, and the agency is utilizing 1,276 square feet of temporary office space leased in an adjacent facility at a rental rate of \$15.25 per square foot (\$19,459.00 annually) including all utilities and janitorial services (reference PR-5760, Jefferson County). Prior to the aforementioned water damage the Board of Nursing had submitted a request to reduce the area under lease, with the original space request indicating a need for approximately 14,370 square feet of space and the final approved floor plan providing for the use of 16,329 square feet of space.

In accordance with the provisions of KRS 56.813(1), the lessor has consented to the proposed reduction in the area under lease at the terms and conditions applicable to the lease agreement. In the course of finalizing the square footage adjustments and recognizing that three of the four suites retained by the agency would be completely demolished and reconstructed due to the water damage affecting the west side of the building, the agency requested that finishes (i.e., painting, floor coverings, etc.) in the undamaged portion of the facility be replaced so that they entire premises would provide a consistent appearance and age and they requested corner guards be installed to prevent future drywall damage at ten high traffic areas. Subsequent to review of the age/condition of the existing finishes in the undamaged portion of the leased premises, further negotiations with the lessor and agency resulted in a proposed cost distribution of approximately forty-two percent (41.67%) to the tenant agency and approximately fifty-eight percent (58.33%) to the lessor. The total estimated cost of the improvement is \$59,762.54 and the Board of Nursing would assume responsibility for \$24,903.29 of that total.

The attached lease modification therefore provides for a reduction of 5,681 square feet in the area under lease; from 22,010 to 16,329 square feet, and the corresponding decrease of \$66,751.76 in the annual rent; from \$258,517.52 to \$191,865.76. The modification further provides for the amortization of \$24,903.29 in leasehold improvement expenses as described above. Projections based on an estimated amortization period of sixty-nine months indicate that regular annual amortization costs would be approximately \$4,331.04. Capital Projects and Bond Oversight Committee reporting for the proposed modification is required prior to execution in accordance with applicable provisions of KRS 56.823(11), and your approval of the attached modification is recommended to resolve the request to reduce the area under lease and the request for leasehold improvements submitted by the Board of Nursing.

Should you require additional information, please advise.

JSA/BSH/bh
Attachment

APPROVED:



Scott Aubrey, Director



Carpet Replacement on 3rd floor KBN -312 Whittington Pkwy

Original Approved Bid (JDG Portion) Suite 325 and 340	\$ 17,159.25
Difference between Original Bid and Upgraded Carpet bid - J&J Weaver (KBN Portion) / Total Bid \$22,668.90	\$ 5,509.65
Additional Bid to Include offices 341-349 and hallways (KBN Portion)	\$ 18,193.64
Total	\$ 40,862.54
	\$ 17,159.25 JDG Portion
	\$ 23,703.29 KBN Portion

Paint Bid on 3rd floor KBN -312 Whittington Pkwy

Paint Walls and Doors - Suite 325	\$ 8,950.00
Paint Walls and Doors - Suite 340	\$ 8,750.00
Install 10 cornerguards and remove wallpaper Rm 350	\$ 1,200.00
	<u>\$ 18,900.00</u>
	\$ 17,700.00 JDG Portion
	\$ 1,200.00 KBN Portion

Total of all work	\$ 34,859.25 JDG Portion
	\$ 24,903.29 KBN Portion

K V FLOORING ESTIMATE

3261 RUCKRIEGEL PARKWAY LOUISVILLE KY 40299
OFFICE (502) 267-4382, FAX (502) 267-8854

DATE: 11/8/2022

NAME: Jefferson Development Group

ADDRESS:

Kentucky Board of Nursing 312 Bldg

PHONE:

AREA

STYLE AND COLOR

SIZE

QTY

UNIT

PRICE
PER UNIT

TOTAL

Suite 325 Offices

Patcraft Level II

268

SY

\$ 44.45

\$ 11,912.60

4" Rubber Base

850

LF

\$ 1.90

\$ 1,615.00

Suite 340 Conference Room

Patcraft Level II

77

SY

\$ 44.45

\$ 3,422.65

4" Rubber Base

110

LF

\$ 1.90

\$ 209.00

Price includes all materials, installation, removal and disposal
of existing carpet, moving furniture and all applicable taxes.

This quote does not include any borders for the Conference
Room.

Sincerely
Denny Farmer

TOTAL FOR ALL AREAS:

\$ 17,159.25

NOTES:

K V FLOORING ESTIMATE

3261 RUCKRIEGEL PARKWAY LOUISVILLE KY 40299
OFFICE (502) 267-4382, FAX (502) 267-8854

DATE: 3/31/2023

NAME: Jefferson Development Group ADDRESS: KBS 312 BLDG

PHONE:

AREA	STYLE AND COLOR	SIZE	QTY	UNIT	PRICE PER UNIT	TOTAL
Suite 325 Offices	Craftwork/Weaver		268	SY	\$ 60.42	\$ 16,192.56
	4" Rubber Base		850	LF	\$ 1.90	\$ 1,615.00
Suite 340 Conference Room	Craftwork/Weaver		77	SY	\$ 60.42	\$ 4,652.34
	4" Rubber Base		110	LF	\$ 1.90	\$ 209.00
<p>Price includes all materials, installation, removal and disposal of existing carpet, moving furniture and all applicable taxes.</p> <p>This quote does not include any borders for the Conference room.</p> <p>Thanks,</p> <p>Pedro</p>						
TOTAL FOR ALL AREAS:						\$ 22,668.90

NOTES:

K V FLOORING ESTIMATE

3261 RUCKRIEGEL PARKWAY LOUISVILLE KY 40299
OFFICE (502) 267-4382, FAX (502) 267-8854

DATE: 7/20/2023

NAME: Jefferson Development Group ADDRESS: KBS 312 BLDG

PHONE:

AREA	STYLE AND COLOR	SIZE	QTY	UNIT	PRICE PER UNIT	TOTAL
Suite 341-349 Offices	Craftwork/Weaver		272	SY	\$ 60.42	\$ 16,434.24
Hallways	4" Rubber Base		926	LF	\$ 1.90	\$ 1,759.40
Breakroom	Existing VCT		N/A			N/A
Price includes all materials, installation, removal and disposal of existing carpet, moving furniture and all applicable taxes.						
TOTAL FOR ALL AREAS:						\$ 18,193.64

NOTES:

Pedro

Thanks,

Bradley Boroughs, Inc.

**P.O. Box 22083
Louisville, KY 40252
p: 502-419-6010**

Proposal

Date	PRO #
3/23/2023	5310 - REV

Name / Address:

Jefferson Development Group
2650 Technology Dr.
Louisville, KY 40299
Attn: Joanna DiCarlo

Project:

312 Whittington
1st & 3rd Floor
Board of Nursing

Description:	Amount:
--------------	---------

312 Whittington 1st & 3rd Floor

Suite 325 - Paint walls & doors.

8,950.00

Suite 340 - Paint walls & doors.

8,750.00

Install 10 cornerguards.

1,200.00

Remove wallpaper in Room 350.

Total

\$18,900.00

Thank you for the opportunity to quote your paint and wallcovering needs!

812 Lyndon Lane Suite 200 Louisville, KY 40222



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Holly M. Johnson
SECRETARY


Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: July 25, 2023

SUBJECT: PR-5411, Franklin County
The 300 Building
Leasehold Improvement Report

Attached please find notification of a leasehold improvement requested by a tenant agency occupying space in the 300 Building located at 300 Sower Boulevard, Frankfort, Kentucky. The improvements will be paid for through the tenant improvement fund as provided in the amended and restated lease agreement.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh
Attachment

CC: Capital Construction Log
OSBD
PR-5411 File
BSH

REPORT TO CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE
LEASEHOLD IMPROVEMENTS

Date Posted in 30-Day Register: July 25, 2023	
Lease No.: PR-5411	County: Franklin
Using Agencies: Energy and Environment Cabinet	
LESSOR (identify all parties having 5% or more ownership): Attached extra sheet if necessary	CRM/D. W. WILBURN, LLC
Property Location: 300 Sower Boulevard, Frankfort, KY	
Existing Rental Terms	
Type Space: Office	Square Feet: 371,160
Annual Payment: \$4,411,000.00	Contract Expiration: June 30, 2051
Modified Rental Terms	
Type Space: Office	Square Feet: 371,160
Annual Payment: \$4,411,000.00	New Contract Expiration: June 30, 2051
Cost for Leasehold improvements: \$51,146.00.00	
Total Cost for Leasehold Improvements to date: \$262,764.61	
Reason for Modification (see attached approval memo): Please see attached	
Estimate Details (see attached copies):	
<ol style="list-style-type: none"> 1. Arts Electric: \$88,963.00 (includes management fee) 2. Blue Sky Electric.: \$52,670.75 (includes management fee) 3. Fox Electric LLC: \$51,146.00 (includes management fee) 	



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108

MEMORANDUM

TO: Scott Aubrey, Director
Division of Real Properties

FROM: Brien S. Hoover, Leasing Manager
Division of Real Properties

DATE: July 25, 2023

SUBJECT: PR-5411, Franklin County
Energy and Environment Cabinet

The subject agency has submitted a tenant improvement request to complete leasehold improvements at the 300 Building located at 300 Sower Boulevard, Frankfort, Kentucky. This building was originally proposed to accommodate approximately 1,500 staff in state offices from Fair Oaks and the Capital Plaza Tower. The staff and offices were not identified until after the design was complete. Therefore, since the agencies have moved, they are now identifying what improvements to the building are required to meet their programmatic needs.

The agency has submitted the following request for leasehold improvements at this time.

- TIF – Installation of 2 new dual cable pedestal mount EV Chargers CPF50 Level 2 on new concrete pads. The lessor obtained three estimates one from Arts Electric in the amount of \$88,963.00, another from Blue Sky Electric in the amount of \$52,670.75, and another quote from Fox Electric LLC. in the amount of \$51,146.00.

The agency recommended the low bid. Therefore, the total cost for the improvements is \$51,146.00.


The total amount of the improvements as of today including the one listed above is \$262,764.61. Additional improvements will be requested by the agencies in the future. In addressing these needs we are unable to modify the lease due to the bonds that were issued by the developer to fund the project. That is the reason a tenant improvement fund was included in the executed lease document to address these issues. The fund was initially funded through cost savings in the construction of the building and through a savings created on the issuance of the bonds. The agencies will be responsible for any future funding for improvements they require in order to meet their programmatic needs.

Scott Aubrey
July 25, 2023
Page 2

Agency requested improvements will not exceed \$600,000 in total. Your approval of this action is recommended to accomplish the improvements to this facility as requested by the agency.

Should you require additional information, please advise.

SA/BSH/bh
Attachment

APPROVED: 
Scott Aubrey, Director



CRM DEVELOPMENT COMPANY

**1637 Ashwood Drive
Lexington, KY 40502
954-205-0412**

**MUB05012023
May 1, 2023**

Email: megan@reddrawdev.com or andres@reddrawdev.com

**Customer: Commonwealth of Kentucky – Finance / Real Properties
Address: 300 Sower Building
Frankfort, KY 40601**

**Project: 300 Sower Building - EV Chargers
Location of work: EV Chargers on Exterior**

Description	Cost
Blue Sky Electric Quote for EV Chargers (see detail)	\$49,225.00
Administrative Markup (7%)	\$3,445.75
TOTAL	\$52,670.75



ESTIMATE #22785

SENT ON:

Mar 24, 2023

RECIPIENT:

CRM Development Company

1637 Ashwood Rd
Lexington, ky 40502

SENDER:

Blue Sky Electric Company

1750 Alexandria Drive
PO Box 4960
Lexington, Kentucky 40504

SERVICE ADDRESS:

Building 300
300 Sower Blvd
Frankfort, Kentucky 40601

Phone: (859) 469-8439

Email: invoices@blueskyelec.com

Website: <https://www.blueskyelectric.com/>

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Blue Sky Electric will furnish all materials and labor to.	<ul style="list-style-type: none"> - supply and install 2 new Dual Cable Chargepoint CPF50 Pedestal Mount EV Chargers - supply and install new panel and transformer in electric room to allow for the new load to be added - supply and install all equipment and materials required to trench a ditch from the building to the desired location of the two new chargers - new pvc conduit and copper wiring will be installed in pvc conduit from the building - install 2 new concrete pads for the pedestals to be mounted - supply and install the 2 EV chargers - setup and program each EV charger - have all utilities located prior to digging - all work is to be done during normal business hours 	1	\$49,225.00	\$49,225.00
Note	We are not responsible for any unmarked underground lines/conduits etc. If we encounter rock while trenching, there may be additional charges			



CRM DEVELOPMENT COMPANY

**1637 Ashwood Drive
Lexington, KY 40502
954-205-0412**

**MUB06212023
June 21, 2023**

Email: megan@reddrawdev.com or andres@reddrawdev.com

**Customer: Commonwealth of Kentucky - Finance
Address: 300 Sower Building
Frankfort, KY 40601**

**Project: 300 Sower Building EV Charger – Arts Electric
Location of work: EV Chargers on Exterior**

Description	Cost
Arts Electric Quote for EV Chargers (see detail)	\$83,143.00
CRM Development Markup (7%)	\$5,820.00
TOTAL	\$88,963.00



Our Mission: To provide superior workmanship and service to our customers in a safe, cost effective manner.

AE Electrical Solutions
210 Commerce BLVD
Frankfort KY 40601

Tel: (502)223-5754 Fax:(502)227-7608
www.aees.com

PROPOSAL

Quote ID#: PATUNEVC062023

Proposal Submitted To:

KY office of Career and Tech

300 Soveri Blvd

Frankfort KY 40601

Attn: Todd

Job Name: Upgrade panel and transformer to accommodate (2) new ChargePoint CT 4000 dual EV chargers. Installation of chargers.

Job Location:

KY Office of Career and Tech

300 Soveri Blvd.

Frankfort KY 40601

Date: 06/20/23

We hereby submit specifications and estimates for:

Upgrade panel and transformer to accommodate (2) new EV chargers. Installation of chargers.

1. Furnish material and labor to replace the internal components in the existing panel from 60 amp to 200 amp. Existing panel tub will be reused.
2. Remove existing 30 kva 480-to-208/120-volt transformer
3. Furnish and install (1) 75 kva 480-to-208/120-volt transformer
4. Furnish and install new 200 amp rated internal panel components. Reuse existing wire and breakers from existing panel.
5. Furnish and install (1) 200 amp, 208,3 phase, fusible, NEMA 1 disconnect beside panel for panel protection.
6. Furnish all material and labor to upsize primary and secondary feeder wire for new 75 kva transformer.
7. Furnish and install (4) 2 pole 40-amp breakers for the (2) new EV chargers.
8. Furnish and install (2) Charge Point CT 4000 commercial dual EV chargers which includes the following items:
 - (2) ChargePoint CT4021-GVI chargers
 - (2) Concrete bollard mounting kits
 - (2) CT 4000 Power Management Kits
 - 1-year prepaid commercial cloud plan
 - Initial station activation and conf serv
 - On site validation
 - 1-year prepaid assure plan
 - Shipping costs
9. Trench from building electric room to location of new EV chargers
10. Furnish and install concrete pads for chargers.
11. Underground locates included in quote
12. Furnish and install (4) 1" ENT conduits from power panel to a junction box mounted on the exterior wall of electric room.
13. Furnish and install (4) 1" PVC schedule 40 conduits with (2) #4 XHHW wire and (1) # 10 XHHW ground in each of the four conduits from junction box Two conduits to location of each charger
14. Furnish and install (2) quazite boxes. (1) for power and (1) for communications
15. Furnish and install (1) 1" schedule 40 PVC conduit with (2) outdoor rated cat 6 cables for communication connection to chargers.
16. Assume space available in MDF for new data drops.
17. The quote is based on a 40-hour workweek with no overtime included.
18. All equipment necessary is included in the price.
19. Total cost for project \$ 83,143.00

We propose to furnish material and labor - complete in accordance with above specifications, for the sum of
Eighty-three thousand one hundred and forty-three dollars

\$ 83,143.00

Authorized for AE Electrical Solutions by: Kent Hopkins

AE Electrical Solutions may withdraw this proposal if not accepted within thirty days. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be EV CHARGERS

executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. AE Electrical Solutions warrants and guarantees all labor, materials and equipment furnished and installed for a period of one year.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment Terms are 10% on acceptance of proposal, net on receipt of invoice with a 2% per month service charge added on all balances 30 days past due or agreed upon terms. Any payments made via credit card may incur a 3% surcharge.

Date Accepted: _____
By: _____
Title: _____



CRM DEVELOPMENT COMPANY

**1637 Ashwood Drive
Lexington, KY 40502
954-205-0412**

**MUB06062023
June 6, 2023**

Email: megan@reddrawdev.com or andres@reddrawdev.com

Customer: Commonwealth of Kentucky - Finance

**Address: 300 Sower Building
Frankfort, KY 40601**

**Project: 300 Sower Building EV Charger – Fox Electric
Location of work: EV Chargers on Exterior**

Description	Cost
Fox Electric Quote for EV Chargers (see detail)	\$47,800.00
CRM Development Markup (7%)	\$3,346.00
TOTAL	\$51,146.00



From: James Fox <Fox.electric@outlook.com>
Date: June 5, 2023 at 9:53:58 AM EDT
To: Andrés Walsen <andres@crmdev.com>
Subject: FOX ELECTRIC LLC

FOX ELECTRIC LLC

228 VIEW POINT DR
RICHMOND KY 40475
FOX.ELECTRIC@OUTLOOK.COM
(859)351-0370

Proposal to:
CRM DEVELOPMENT COMPANY
1637 Ashwood Road
Lexington KY 40502

06/01/2023

Fox electric agrees to provide all material and labor to install 2 new Dual cable pedestal mount EV Chargers CPF50 Level 2 On new concrete pads @ Building 300 ,300 Sower Blvd Frankfort, Ky 40601
Trench from building to EV location. If rock is encountered during trenching there will be additional cost
Make necessary connection to existing building electric system including add new panel and transformer.
811 & building owner will locate and mark existing utilities. Fox Electric is not responsible for any unmarked utilities damaged by excavation.
Total Proposal \$47,800.00

Thank You & we appreciate the opportunity to earn your business
James Fox