



louisville arena authority

RELEASE DATE: June 15, 2026

REQUEST FOR PROPOSAL

To: Potential Providers – Construction Manager at Risk (“CMAR”) Services for Renovations and Upgrades at KFC YUM! Center

Re: Request for Proposal (“RFP”) – Construction Manager at Risk Services for KFC YUM! Center Renovations and Upgrades – Louisville Arena Authority, Inc.

This document constitutes a request for proposal by the Louisville Arena Authority (“LAA” or “Arena Authority”) from qualified professionals to provide Construction Manager at Risk (“CMAR”) services at the KFC Yum! Center.

The RFP Response Due Date is **Friday, July 17, 2026, by 5 pm EST.**

FACILITY INFORMATION

The Louisville Arena Authority is a Kentucky non-stock, non-profit corporation, created for the purpose of overseeing the creation, design, construction, financing, management and operation of the multi-purpose arena built in downtown Louisville, Kentucky. The arena, the KFC Yum! Center, opened in October 2010. The LAA’s all-volunteer Board of Directors is comprised of ten members appointed by the Governor of the Commonwealth of Kentucky and five appointed by the Mayor of Metro Louisville. The LAA was created under the Kentucky not-for-profit corporation statutes and has obtained 26 USC § 501(c)(3) tax-exempt status.

The KFC Yum! Center is managed and operated by Legends Global, pursuant to a management agreement dated July 1, 2012, and subsequent addendums. Legends Global is authorized to act as agent for the Louisville Arena Authority in the management of this Request for Proposal with the award selection by the Louisville Arena Authority Board of Directors anticipated by **Monday, August 3, 2026.**

The KFC Yum! Center is home to the University of Louisville Men’s and Women’s Basketball programs. Additionally, it is designed to accommodate a wide variety of other events including NCAA championships such as wrestling, gymnastics and volleyball, as well as concerts, family shows, trade shows, private events and conventions. The arena will be host to the 1st and 2nd Rounds of the NCAA Men’s Basketball Championship in March 2027 and the USA Gymnastics Olympic Team Trials in June 2028.

PROJECT BACKGROUND

INTENT AND SCOPE

The Louisville Arena Authority has engaged Forward Associates Group Limited (“Forward Associates”) to identify opportunities for upgrading the KFC Yum! Center (the “Arena”) with the goal of enhancing the guest experience at the Arena. Forward Associates has developed concept overviews, indicative capacities, operational principles, mood boards and early spatial planning for numerous spaces within the Arena and is continuing with the detail design process.

The Arena Authority is looking for a qualified construction manager at risk (“CMAR”) to assist the Arena Authority from preconstruction through post construction of selected spaces throughout the Arena (the “Project”). The majority of the Project work will be renovation / fit out of interior spaces, with a limited amount of true construction. In addition to budget, scheduling and phasing will be especially important considerations for this Project, as the Arena will not shut down for any extended periods beyond already planned repair and replacement projects.

The Arena Authority also anticipates it will retain an architect (the “Architect”), an owner’s representative (the “Owner’s Representative”), and other specialist consultants as needed. Forward’s role is to develop the design intent, guest experience vision, interior design direction, operational principles, mood boards, early spatial planning, and related concept information. Forward is not acting as Architect of Record and is not producing construction drawings. The Architect and other technical consultants will be responsible for the construction documents, specifications, and technical coordination required for pricing, permitting and delivery. Forward will continue to work with the Architect, engineers, and other consultants to explain and protect the design intent and overall vision.

The CMAR will be expected to perform, at a minimum, the scope of services for the Arena Authority listed below. The scope of services is not meant to be comprehensive but are meant to provide a general overview of the Arena Authority’s expectations. The selected CMAR must provide the necessary services to meet the specifications of the Project, to coordinate its work within the Arena Authority’s budget and schedule, and to comply with the requirements of the Project’s Contract Documents. The selected CMAR and the Arena Authority will enter into an agreement describing the scope of duties to be performed by the CMAR (the “CMAR Agreement”).

The CMAR is expected to provide, at a minimum, the following services:

- **Preconstruction Services:** CMAR will work cooperatively with the Project Team as it continues to be assembled, including Legends Global / the Arena Authority, Forward Associates, the Owner’s Representative, the Architect, key stakeholders, engineers, and other specialist consultants as needed. The intent is to provide real-time estimates for each of the concepts, so that cost controls can be incorporated into the ongoing design phase. CMAR will provide, at a minimum, the following Preconstruction Services:
 - Participate in regularly scheduled design progress meetings with Forward Associates, Legends Global / the Arena Authority, the Owner’s Representative, the Architect,

- engineers, key stakeholders and other specialist consultants. The CMAR shall provide ongoing input with respect to Project site assessment, budget development, constructability, construction cost estimates, design issues, material selection / evaluations, construction duration and phasing, sequence of construction, preparing the construction schedule (including identification of significant milestones for completion of the Work) and other scheduling services, along with construction means and methods.
- Coordinate / participate in meetings with the Legends Global and Owner's Representative, utility companies, and regulatory agencies to expedite the permit submittal, acquisition, and approval process.
 - Identify, detail, and maintain a plan for construction phasing and scheduling, minimizing interruptions to the KFC Yum! Center's operations.
 - Facilitate long-lead procurement studies and initiate procurement of long-lead items.
 - Develop comments, recommendations, budgets, contingencies, and cost estimates throughout the phases of design.
 - Develop a detailed, open book cost model for the GMP proposal, based on interim cost estimates.
 - Perform constructability reviews and provide value engineering suggestions throughout design phases, considering different design / material / life cycle elements, technology, and systems that support the proposed functions and minimize operating costs.
 - Identify and provide advice regarding inconsistencies or omissions that might affect the accuracy of the GMP.
 - Lead and manage the prequalification process for subcontractors and prequalify subcontractors for the work, in accordance with applicable law.
 - Manage the effort of the development of potential subcontractor bidders' lists.
 - Support and participate in presentations on a periodic basis to the LAA Board, Strategic Planning Committee, Finance Committee, and other key stakeholder groups, as needed. This is particularly relevant where cost, schedule, phasing, constructability, procurement route, delivery risk, or GMP-related matters need to be explained.
- **Guaranteed Maximum Price:** When the drawings, specifications, and technical documents are at the stage of completion by the Architect and relevant technical consultants specified in the CMAR Agreement, those documents shall be provided to the CMAR, together with the Architect's listing of any incomplete design elements or intended scope with respect to such incomplete elements. The CMAR will be charged with distributing bid packages to the trades based upon these documents.

Based on the bids received, the CMAR will develop a proposed guaranteed maximum price (“GMP”) for the Project, which it will present to the Arena Authority for acceptance or rejection. The CMAR will be expected to solicit and evaluate hard bids for various services from trade contractors and subcontractors, for services such as electrical, mechanical, plumbing, tile / flooring, carpet, millwork, audiovisual, etc. To the extent the CMAR seeks bids based on price and qualifications, the qualifications component will be scored independently before the price components are opened. Lump sum bids by subcontractors that are prequalified will be the preferred approach. The CMAR will be required to meet any MWBE requirements for this Project.

- **Construction Services:** The CMAR will work cooperatively with Legends Global, the Arena Authority, the Architect, the Owner’s Representative, Forward Associates, the Project team and other stakeholders as necessary, and will provide, at a minimum, the following construction services:
 - Bond and insure the construction per applicable law and the CMAR Agreement.
 - Arrange for procurement of materials.
 - Manage process for the tax-exempt purchases of materials / equipment.
 - Construct the Project pursuant to the construction documents and in accordance with the schedule and budget requirements.
 - Provide quality control / quality assurance, a safe work site, and construction supervision.
 - Ensure construction schedule compliance through monitoring, reporting, and managing construction operations.
 - Hold all subcontracts and be fully responsible for the means and methods of construction, project safety, and project completion with the schedule and budget agreed upon in the preconstruction phase.
 - Ensure compliance with all applicable laws and regulations, including monitoring compliance with all equal employment and prevailing wage requirements, and submit regular reports of these activities to the Arena Authority as required.
 - Provide progress scheduling / compliance with the Project schedule.
 - Lead and provide meeting minutes for regular Project progress meetings.
 - Monitor / maintain the Project budget and provide regular updates to the Arena Authority.

- Provide overall construction management and supervision.
 - Provide required general conditions services / equipment / materials.
 - Address all construction-related permitting requirements.
 - Provide prevailing wage reporting / accounting.
 - Coordinate and provide testing, inspection, and commissioning procedures.
 - Collaborate with the Owner's Representative and other Project Team members, as needed, regarding the requirements for the procurement and installation of FF&E.
 - Manage punch list administration.
 - Conduct project close-out, including documentation (e.g., final wage reports, lien releases, O&M manuals, as-builts, etc.).
- **Post-Construction Services:** The CMAR will work cooperatively with Legends Global, the Arena Authority, the Architect, the Owner's Representative, Forward Associates and the Project team after completion of construction activities and provide warranty service and warranty close-out services.

RFP SPECIFICATIONS

MWBE PARTICIPATION

The LAA has adopted and is firmly committed to implementing its Affirmative Action Policy to promote the utilization of women and minorities in all phases of the project. It is the responsibility of each respondent to become familiar with the LAA's Affirmative Action Policy. All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance.

SPONSORSHIP / PREMIUM TICKET PURCHASE

Although not a requirement to submit a response, the LAA encourages prospective responders to state any current sponsorship or ticket purchasing status or express any interest in conversations regarding these opportunities.

INSURANCE

- A. The Contractor shall not commence work under this Contract until they have obtained the insurance required and evidence of such insurance has been submitted to and approved by Owner. The submittal of said evidence to Owner shall not relieve or decrease the liability of the Contractor.

- B. Workers' Compensation and Employers' Liability Insurance as required by statute.
- C. Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent, Occurrence Policy, with limits of not less than:
 - a. General Aggregate \$2,000,000.00
 - b. Products - Comp/OPS Aggregate \$2,000,000.00
 - c. Personal & Advertising Injury \$1,000,000.00
 - d. Each Occurrence \$1,000,000.00
 - e. Fire Damage (any one fire) \$ 50,000.00
 - f. Medical Expense (any one person) \$ 5,000.00
- D. Endorsements attached thereto including the following or their equivalent –
 - a. In the event that Contractor does not have a “per project” aggregate limit to its existing policy, then ISO Form CG 25 03 (11/85), Amendment of Limits of Insurance (Designated Project or Premises), describing the subject Contract and specifying limits as shown above.
 - b. ISO Form CG 20 10 (10/93), in combination with ISO Form CG 20 37 (10/01), naming the Owner as additional insureds and containing the following statement - “This endorsement also constitutes primary and non-contributory coverage in the event of any occurrence, claim, or suit.”
- E. Automobile Liability Insurance, with:
 - a. Limits of not less than \$1,000,000 Combined Single Limit per accident.
 - b. The coverage symbol designated in the policy must be symbol “1” applying coverage to any auto.
- F. Builders' Risk policy or installation floater with “all risk” coverage, including named storm, flood, earthquake, or equivalent in an amount equal to 100% of the Contract Sum.
- G. Umbrella Liability of \$10,000,000
- H. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with the Arena Authority identifying:
 - a. Owner, Louisville Arena Authority, as defined in the Contract, as Certificate Holders and Additional Insureds. Additional Insured also listed shall be ASM Global Parent Inc, and AEG Management Louisville LLC.
 - b. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate).
 - c. Project as defined in the Contract.
 - d. Cancellation clause of the certificate amended to read, “Should any of the above-described policies be canceled before the expiration thereof, the issuing company shall provide a minimum of thirty (30) days written notice to the certificate holders named.”
 - e. Insurance Companies Providing Coverage – Unless approved in writing in advance by the Arena Authority , all companies listed must be rated “A+:X” or better in the most recent A.M. Best Ratings Guide.
 - f. The Name, Address, and Telephone Number of the “Producer” - The certificate is to bear a mechanical signature of the Authorized Representative of the Producer.

- I. The Arena Authority reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and materials payment bond with or without cause.
- J. The cost of such insurance as required above shall be the obligation of the Contractor and included in the Contract Sum.
- K. Any Engineer retained by the Contractor shall have and maintain in force during the period of this Contract Professional Liability Insurance in a minimum amount of \$1,000,000.
 - a. The agreement with the Contractor shall contain an indemnification statement acceptable to the Arena Authority and in substantial accord with the following: “The Engineer agrees to indemnify and hold harmless the Arena Authority , their officers, directors, employees, agents, members, successors and assigns from any claims, losses and damages arising out of the negligent acts, errors or omissions of the Engineer and all subcontractors, engineers, or consultants hired by the Engineer for this project”.
 - b. The insurance may be written on either “claims made” or “occurrence” forms, but if on a “claims made” form the insurance must be maintained in full force and effect for a period of five years beyond the final acceptance of the project. If a “claims made” form is used, verification of an insurance “tail” must be made by an insurance certificate annually to the Arena Authority for the five-year period.
 - c. The insurance must be obtained from an insurance company authorized to do business in the State of Kentucky, and unless approved in writing and in advance by the Arena Authority , rated “A+:X” or better in the most recent A.M. Best Ratings Guide.
- L. The acceptance of any certificate of insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Arena Authority that the insurance requirements have been met or that the insurance policies shown are in compliance with the contract requirements. Insurance effected or procured by Contractor shall not reduce or limit the Contractor’s contractual obligation to indemnify and defend the Arena Authority for claims made or suits brought which result from or are in connection with the performance of this Contract, and Contractor agrees to indemnify the Arena Authority for all costs and damages, including attorneys’ fees, arising from a failure by Contractor to procure the insurance coverages in the forms and amounts required herein.

REQUIREMENTS OF QUALIFIED RESPONDERS

- Understanding the vision for enhancing the guest experience at the KFC Yum! Center
- Experience in serving as Construction Manager at Risk for large commercial projects, high-quality renovation / fit-out, and guest-facing or complex operational environments.
- Ability to provide Experienced Staff
- Ability to perform on Time / Schedule and on Budget
- Professional Liability Insurance

RFP SCHEDULE

- RFP Advertisement 6/15/2026
- Mandatory Prebid Meeting Onsite 6/26/2026 at 9 am
- Addendum #1 Issued (project manual) 6/26/2026 – NDA Required
- Written Questions Due Date 7/1/2026 - no later than 5 pm EST

- Responses to Questions / Final Addendum Due 7/7/2026
- Bid Due Date 7/17/2026 - no later than 5 pm EST
- Evaluation Period 7/18/2026 - 8/3/2026
- Anticipated Project Award 8/3/2026
- Contract Window 8/3/2026 - 8/17/2026

INSTRUCTIONS TO RESPONDERS

Mandatory Pre-Bid Meeting

All potential bidders are required to attend the mandatory pre-bid meeting that will be held on-site at the KFC Yum! Center One Arena Plaza Louisville, KY 40202. Project specifications, project manual, responses to questions, and any RFP addenda will be distributed according to this attendance sheet of potential bidders. Any potential bidders that fail to attend this pre-bid meeting will be rejected accordingly as seen fit in the best interest of the Louisville Arena Authority. Please indicate intent to attend this Pre-Bid Meeting in advance by emailing thamilton@kfcyumcenter.com with the name of the company and anticipated attendee names.

At this mandatory pre-bid meeting, bidders will be required to sign a Non-Disclosure Agreement before receiving the project manual. The agenda of the pre-bid meeting includes a walk-through the project vision, design intent, scope complexity, and phasing considerations, as well as a walk-through the facility to associate actual spaces with those in the project manual.

Meeting Date: Friday, June 26, 2026 at 9am Eastern Standard Time.
 Meeting Location: KFC Yum! Center
 One Arena Plaza
 Louisville, KY 40202

Submitting Questions

Any prospective Responder to this RFP is encouraged to submit any written questions they may have **no later than 5pm on July 1, 2026**. Email questions to Trevor Hamilton at the KFC Yum! Center at thamilton@kfcyumcenter.com. No verbal responses made by any staff member or Arena Authority board member shall be binding. [Upon request, following any requirements instituted by the Louisville Arena Authority, CAD drawings will be supplied to pre-qualified responders]. Specific data requests related to facility information or event activity will be supplied to all responders at the discretion of the Louisville Arena Authority.

Preparation of Response

The respondent is expected to comply with all specifications, terms, conditions and instructions contained in this Request for Proposal (RFP). Failure to do so will be cause for rejection.

Form of Response

All items below should be included in the bid response in the stated order. Include the certification and signature provided at the end of this section.

1. Most recent experience as Construction Manager at Risk for large commercial projects, high-quality renovation / fit-out, and guest-facing or complex operational environments to include at least three relevant references with contact information
2. Key team members that will be assigned to the Project, and their relevant qualifications / experience.
3. Examples of ability to perform work on time / schedule and on budget
4. Practices used to ensure fair competitive bidding, if CMAR has expectations to self-perform any of the work
5. Process for managing tax-exempt purchases of materials / equipment
6. A one-page summary of plan to address challenges of Project, which may include dealing with complex refurbishment, live venue work, guest-facing environments, etc. plus a high-level estimate of total Project cost based on mandatory pre-bid meeting and project manual (demonstrates understanding of vision and scope of Project)
7. Letter of surety from bonding agent, stating your ability to provide a 100% payment and performance bond if you are the successful bidder.
8. Copy of bid bond.
9. Copy of Certificate of Insurance for the required amounts.
10. Owner purchase material form.
11. Pricing
 - CMAR’s supervisory personnel, overhead and general conditions (insurance, performance bond etc.)
 - CMAR’s temporary office space – provide space requirements and the related cost separately, in case the LAA may be able to provide temporary office space within the arena.
 - CMAR’s fee
 - a. Provide basis for fee (i.e., fixed fee, fee as a percentage of Construction costs, share in savings from Project being under budget, etc.)
 - b. Indicate whether Preconstruction Costs are priced separately, included in overall fee, or have dependencies.
 - c. Explain how any unused contingencies within the GMP are distributed and any related dependencies.

CERTIFICATION OF INFORMATION PROVIDED

The information provided herein is accurate to the best of my knowledge and may be accepted by the recipient as a true representation of:

Firm Name: _____

Signed: _____

Principal-in-Charge: _____

Date: _____

Submission of Proposal:

Responses are accepted only via email to Trevor Hamilton at thamilton@kfcyumcenter.com by the stated due date – **no later than 5pm EST on July 17, 2026**. The subject line of the email should

state “Response to CMAR RFP – Company Name. Responder will receive confirmation that the response has been received.

Form of CMAR Agreement:

- The responder is advised that the RFP Documents contain information that will be incorporated in whole or part, into the CMAR Agreement.
- The RFP Documents may be superseded by such CMAR Agreement.
- The terms of the CMAR Agreement will be subject to the approval of the Arena Authority, in its sole discretion.
- The CMAR Agreement, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, Specifications and a complete Scope of Work, and any other Schedules as may be required to fully describe the work under the contract.

Prospective Responders are encouraged to review the Arena Authority’s reservation of rights concerning cancelation of this RFP discussed below. This RFP may be canceled or withdrawn at the election of the Louisville Arena Authority.

Qualified Responders

The Authority shall review each proposal for compliance with all necessary requirements of this Request for Proposal. Failure to comply with any requirements may disqualify a proposal. Only those Responders who have met the minimum requirements of this RFP may be selected. Any alternative solution proposals submitted must be complete and will be subject to a full and independent evaluation.

Evaluation

The Louisville Arena Authority’s management and operations firm, Legends Global, will facilitate the review of proposals and provide technical input as needed. The Arena Authority, in conjunction with input from Legends Global’s staff, will evaluate and score each qualified bid. Minor irregularities in bids that are immaterial or inconsequential in nature may be waived wherever it is determined to be in the Arena Authority’s best interest. The Louisville Arena Authority Board of Directors will make the award to the highest-scoring proposal, subject to the right to reject all proposals reserved below.

Final Ranking and Selection

The Arena Authority will award the Contract to the Responder whose bid is determined to be the most advantageous to the Arena Authority, considering the criteria identified next.

Basis of Selection

The evaluation of bids will be made from the criteria listed below, in order of importance.

Proposal Element	Scoring	Notes
CMAR Pricing	25 points	The bid pricing that provides the greatest value to the Arena Authority will receive the full 25 points. Any competing bids will be scored on a scale of comparison.
Relevant Company Experience and demonstrated ability to deliver	20 points	The response’s relevant experience and reference list will be scored and receive up to 20 points.
Demonstrated ability to manage projects on Schedule and within Budget	20 points	The response’s demonstrated ability for managing on schedule and within budget will be scored and receive up to 20 points.
Strength of Team Members assigned to Project	20 points	The response’s assignment of qualified team members will be scored and receive up to 20 points.
Understanding of Vision and End Result	15points	The response’s summary of approach to Project challenges and the high-level Project cost estimate will be scored and receive up to 15 points.
Total	100 points	

Negotiation and Award of Contract

Interviews and negotiations may be held to promote further understanding of bid requirements, and to facilitate arrival at a Contract. The LAA reserves the right to accept the best proposal, as submitted, without further conversations or negotiations, and may do so. The Committee will rank each finalist. The Arena Authority and the first-ranked finalist shall then negotiate in good faith the terms and conditions of a contract. If such negotiations are unsuccessful, the Arena Authority shall then negotiate with the second-ranked finalist. This process will continue until the Arena Authority has reached a satisfactory agreement. The Arena Authority retains the right to reject all bids at any time during the process. No public submittal opening will be held. All proposals will be treated as closed records until a contract award is made or until all submittals are rejected except as required by law.

Reservation of Rights

The LAA reserves the right to amend, modify or withdraw this request; to waive or revise any requirements of this request; to require supplemental statements or information from any

responding party; to reject any response submitted; to accept or reject any or all responses received with respect to this request; to extend the deadline for submission of responses; to negotiate or hold discussions with any responding party and to cancel, in whole or in part, this request if the Arena Authority deems it to be in its best interests to do so. The Louisville Arena Authority (LAA) expressly reserves the right, at its sole discretion, to procure certain materials or equipment directly, including but not limited to long-lead items or high-value components, in order to mitigate schedule risk, ensure quality, or reduce costs, as direct purchases of materials by the LAA are exempt from Kentucky sales and use tax. . In such cases, the selected Contractor shall coordinate receipt, storage, and installation of any the Arena Authority -furnished materials as part of its contractual obligations. The Arena Authority may exercise the foregoing rights at any time without notice and without liability to any responding party or other parties for their expenses incurred in the preparation of responses or otherwise. Responses with respect to this request will be prepared at the sole cost and expense of the responding party. The issuance of this request and the submission of a response and / or the acceptance of such response by the Arena Authority does not obligate the Arena Authority in any manner whatsoever. Legal obligations will only arise upon execution of a formal agreement by the Arena Authority and the selected provider. *The LAA reserves the right to implement Liquidated Damages for failure to complete project per the Response.

PROPOSAL DEADLINE

Bids must be submitted via email by **5:00 PM Eastern Daylight Time on July 17, 2026** to:

Trevor Hamilton
thamilton@kfcyumcenter.com

Firms submitting inquiries are advised not to rely on any verbal advice/instruction, and only to rely on written instructions from the Louisville Arena Authority authorized representatives.