INVITATION FOR BIDS: CCK-2689-23

IMPROVE SANDERS-BROWN CENTER ON AGING/NEUROSCIENCE FACILITIES PROJECT #2571.0

ADDENDUM #2

FEBRUARY 17TH, 2023

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT:

BID AND ADDENDUM MUST BE RECEIVED BY 02/28/2023 @ 3:00 P.M. LEXINGTON, KY TIME.

Bidder must acknowledge receipt of this and any addendum as stated in the Invitation for Bids.

Bidders shall conform to the following clarifications, corrections and changes, as same shall become binding on the Contract to be issued in response to this Invitation for Bids. Bidders must acknowledge receipt of this Addendum in the space provided on the Form of Proposal. Failure to do so may subject Bidder to disqualification.

- 1. Clarification to Subcontract <u>All Work Categories:</u> Please see the attached document from OMNI Architects which provides general clarification to drawings and specifications. The Bid Amount shall include the cost to provide this scope.
- **2.** Clarification to Subcontract <u>All Work Categories:</u> Requirements Common to All Work Categories has been updated in addendum #2. The Bid Amount shall include the cost to provide this scope.
- 3. Clarification to Subcontract WC 03A, 05A, 31A: Work Categories 03A Concrete, 05A Misc. Structural Steel, and 31A Earthwork, Hardscape & Landscape have been dissolved and individual bids will not be accepted for these work categories. These scopes of work have now been absorbed in to the 01A General Requirements bid package.
- **4.** Clarification to Subcontract <u>WC 01A:</u> Work Category 01A has been updated in addendum #2 and should be used for bid submission. 01A now includes scope for Concrete, Steel, Earthwork, Hardscape & Landscape. Bid Amount shall include the cost to provide this scope.
- **5.** Clarification to Subcontract <u>WC 02A:</u> Work Category 02A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **6.** Clarification to Subcontract <u>WC 04A:</u> Work Category 04A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- 7. Clarification to Subcontract <u>WC 06A:</u> Work Category 06A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **8.** Clarification to Subcontract <u>WC 07A:</u> Work Category 07A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.

University of Kentucky Purchasing Division 322 Peterson Service Building Lexington, KY 40506-0005

INVITATION FOR BIDS: CCK-2667-23

FRAZEE INTERIOR FIT-UP Project #2591.3 ADDENDUM # 3 NOVEMBER 03, 2022

- 9. Clarification to Subcontract <u>WC 07B:</u> Work Category 07B has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **10.** Clarification to Subcontract <u>WC 08A:</u> Work Category 08A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **11. Clarification to Subcontract <u>WC 08B:</u>** Work Category 08B has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **12.** Clarification to Subcontract <u>WC 09A:</u> Work Category 06A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **13.** Clarification to Subcontract <u>WC 21A:</u> Work Category 21A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **14. Clarification to Subcontract <u>WC 23A:</u>** Work Category 06A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **15. Clarification to Subcontract WC 23B:** Work Category 23B has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **16. Clarification to Subcontract WC 23C:** Work Category 23C has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.
- **17. Clarification to Subcontract WC 26A:** Work Category 26A has been updated in addendum #2 and should be used for bid submission. Bid Amount shall include the cost to provide this scope.

OFFICIAL APPROVAL UNIVERSITY OF KENTUCKY	<u>SIGNATURE</u>
Ken Scott 02/17/2023	
Ken Scott / (859) 257-9102	Typed or Printed Name

End of Addendum #2

University of Kentucky Purchasing Division 322 Peterson Service Building Lexington, KY 40506-0005

ADDENDUM NUMBER TWO

Bidders shall conform to the following changes, as same shall become binding on the Contract to be issued in response to this Invitation to Bid.

PROJECT INFORMATION

- Future Addenda and Bidder Questions The final addendum will be issued on Wednesday, February 21, 2023.
- 2. **Bidder Questions** Since the last addendum, there have been numerous questions submitted to the design team. Any submitted questions not answered in this addendum, will be included in the final addendum.

PRODUCT INFORMATION

For all of the product information listed below, Bidders are reminded that the listing of a manufacturer in this document is in no way an endorsement or approval of the manufacturer's products, nor is it a waiver of any specified criteria. All bidders must comply with the criteria originally specified.

3. Metal Composite Material Panels (07 4223 Paragraph 2.3 A) – The following manufacturers may offer products that meet the specified criteria:

Alfrex, LLC

(470)350-358 www.alfrexusa.com Dann Kerns dann@alrexusa.com

4. Expansion Control (07 9500 Paragraphs 2.2 and 2.3) – The following manufacturers may offer products that meet the specified criteria:

Erie Metal Solutions

(716)542-3991 www.eriemetal.com

Bryan Ferrentino bryan.ferrentino@eriemetal.com

QUESTIONS & CLARIFICATIONS

5. **Specification Section 01 1000 Summary** – Question: "General-Note: Spec section 01100 1.3 "E" lists CM team as Wehr Constructors"

Answer: Remove items 1.3.E.1.a and 1.3.E.1.b and insert the following items:

1.3.E.1.a: "The Whiting-Turner Contracting Company

824 Bull Lea Run, Suite 201 Lexington, Kentucky 40511

(859)436-6800"

1.1.E.1.b: "Contact: Project Manager: Nathan Miller

Nathan.Miller@Whiting-Turner.com

Superintendent: Becky Schneider

Rebecca.Schneider@Whiting-Turner.com"

- 6. **Specification Section 01 5200 Vivarium Construction Protocols** This specification applies only to work occurring in the Level 04 vivarium on the 1979 poriton of the building.
- Specification Section 06 4116 Plastic-Laminate-Clad Architectural Cabinets Question: "Part G.1 specifies
 thermoset panels for semi-exposed surfaces. Some sections on A-5.2 call for plastic laminate interior. Which is
 correct?"

UK Project No. 2571.0 February 2023

Answer: See article 2.2.G "Materials for Semiexposed Surfaces" of specification 06 4116 for correct material application.

8. **Drawing A-5.2** – Question: "Cabinet sections call for metal shelf standards. Is 32mm line boring acceptable?"

Answer: Refer to Specification 06 4116 Plastic-Laminate-Clad Architectural Cabinets for acceptable standards and additional information regarding casework.

9. **Drawing A-5.8** – Question: "Refer to 2/A-5.8. This elevation shows the perforated aluminum panels on the right side, but not the left. Sections 10, 11, 12 show the aluminum panel, with 3 form behind that, and quartz behind that at both sides. The 3form is 3/8 thick but the drawing scales to 2". Is the quartz vertical panel behind the 3form necessary? What are the small rectangles at the right side of that elevation?"

Answer: Translucent plastic panel shall be 2" in depth. See revised specification language associated with item 16 below. The quartz agglomerate behind the translucent plastic panel is being removed. See revised details AD-A-2.2 and AD-A-2 for more information. The rectangles shown over the perforated aluminum wall panel are representative of the Architect's intent for a custom factory cut perforation pattern. Specifics regarding this pattern will be calrified during the shop drawing process.

10. **Drawing A-8.1** – Question: "Good afternoon, Regarding the window film on the doors and frames, Frame type F3 & F4 both have sidelites, do you want film on the sidelites as well as the doors glass? If so do you want full coverage or partial (how high)?

Answer: Film overlay is to be applied to the sidelites only. For the partial coverage that is indicated by "15" in the "Comments" column on the door schedule, the film overlay is to be applied up to 3'6" AFF (above finish floor).

11. **Drawing A-8.1** – Question: "On level 3, there are 2 rooms on the door schedule 312 B & C, they are both type F3 frame with a type 1 (solid?) door. They are marked as #14 (full coverage) is this for the sidelite? Or does the door have a lite in it?"

Answer: Film overlay is to be applied to the sidelites only. Door type 1 is solid with no sidelite.

CORRECTIONS / CHANGES

- 12. Specification Section 05 5213 Pipe and Tube Railings After article 2.3, add section STAINLESS STEEL RAILINGS.
 - A. Tubing: ASTM A 554, Grade MT 316L.
 - B. Pipe: ASTM A 312/A 312M, Grade TP 316L.
 - C. Castings: ASTM A 743/A 743M, Grade CF 8M or CF 3M.
 - D. Plate and Sheet: ASTM A 666, Type 316L.
- 13. Specification Section 05 5213 Pipe and Tube Railings In article 2.4, add Type 316 stainless steel fasteners.
- 14. **Specification Section 05 5213 Pipe and Tube Railings** Add article 2.9 STAINLESS STEEL FINISHES.
 - A. Remove tool and die marks and stretch lines or blend in to finish.
 - B. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
 - C. 180-Grit Polished Finish: Oil-ground, uniform, directionally textured finish.
 - D. 320-Grit Polished: Oil-ground, uniform, fine, directionally textured finish.
 - E. Polished and Buffed Finish: Oil-ground, 180-grit finish followed by buffing.
 - F. Directional Satin Finish: No. 4. G. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- 15. **Specification Section 05 5213 Pipe and Tube Railings** In article 3.6 add item C. Clean stainless steel by washing thoroughly with clean water and soap, then rinsing with clean water.

- 16. Specification 06 4116 Plastic-Laminate-Clad Architectural Cabinets Adjust the following items:
 - 2.2.L.1.a: Change "Varia" to "Chroma"
 - 2.2.L.1.b to read "Color: Catalina B27, opaque"
 - 2.2.L.1.c: Change "Sandstrone" to "Vellum"
 - 2.2.L.1.d: Change thickness from 3/8" to 2"
- 17. **Specification Section 07 2100 Thermal Insulation** Mineral-wool board insulation to be included at 1979-side spandrel glass over precast panels.

Add the following items:

- 1.2.A.5: Mineral-wool board inulation at curtainwall locations
- 1.2.B.5: Section 08 4413 "Glazed Aluminum Curtain Walls" for mineral-wool board insulation field-applied to aluminum curtainwall at select spandrel glass locations. Refer to Drawings for locations.
- 2.3.D: Mineral-Wool Board Insulation, Type II, Unfaced: ASTM C612, Type III; passing ASTM E136 for combustion characteristics.
 - 2.3.D.1: Basis-of-Design Product: Subject to compliance with requirements, provide Thermafiber, Inc.; an Owens Corning company; "Thermafiber Safing" or a comparable product by one of the following:
 - 2.3.D.1.a: Industrial Insulation Group, LLC (IIG-LLC)
 - 2.3.D.1.b: Roxul Inc.
 - 2.3.D.2: Nominal Density: 6 lb/cu. ft (96 kg/cu. m) min.
 - 2.3.D.3: Flame-Spread Index: Not more than 15 when tested in acordance with ASTM E84.
 - 2.3.D.4: Smoke-Developed Index: Not more than zero when tested in accordance with ASTM 84.
 - 2.3.D.5: Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
- 2.4.B.2.b: Spandrel glass at specified locations noted in the Drawings.
- 2.4.D: Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 - 2.4.D.1: Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 2.4.D.1.a: AGM Industries, Inc.
 - 2.4.D.1.b: Gemco.
 - 2.4.D.2: Angle: Formed from 0.030-inch- (0.762mm-) thick, perforated, galvanized carbon-steel sheet with each leg 2 inches (50 mm) square.
 - 2.4.D.3: Spindle: Copper-coated, low-carbn steel; fully annealed; 0.105 inch (2067 mm) in diameter; length to suit depth of insulation.
- 2.4.E: Insulation Standoff: Spacer fabricated from galvanized mild-steel sheet for fitting over spindle of insulation anchor to maintain air space of 1 inch (25 mm) between face of insulation and substrate which anchor is attached.
 - 2.4.E.1: Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2.4.E.1.a: AGM Industries, Inc.
 - 2.4.E.1.b: Gemco

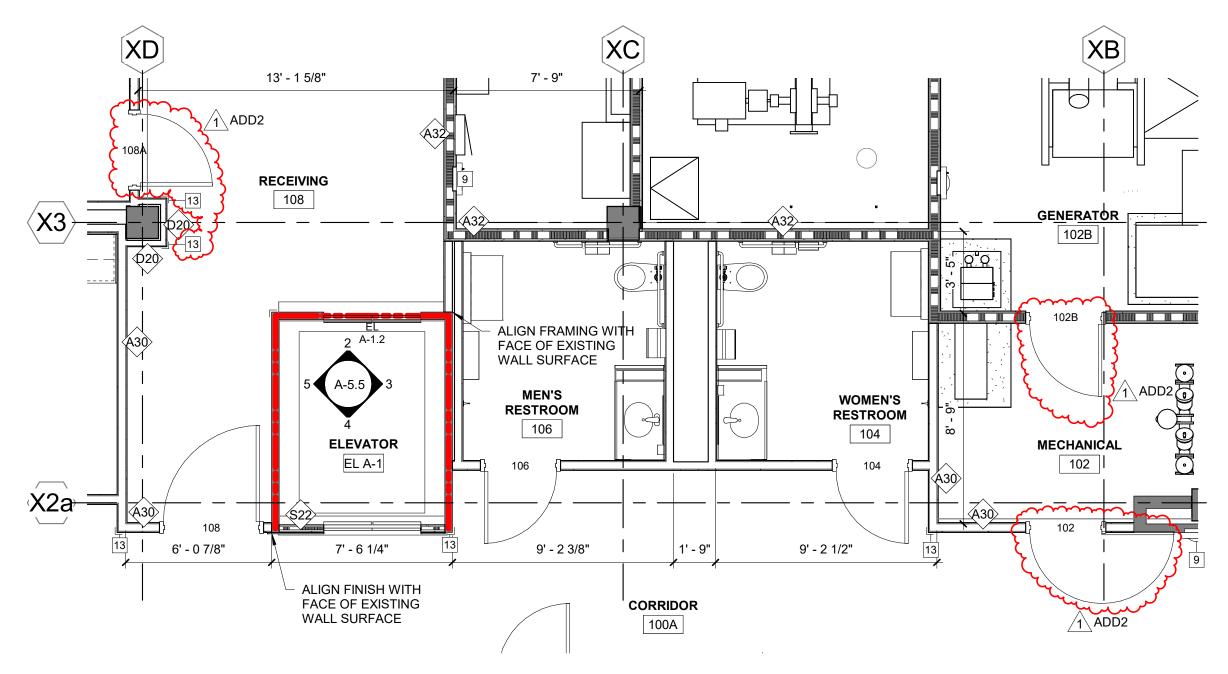
- 18. **Specification Section 07 4223 Metal Composite Material Panels** Change item 2.3.A.1 Basis-of-Design product from Sobotec, SL-4000 to Sobotec, SL2000.
- 19. **Drawings AD-1.1a AD-1.5b** Adjust Demolition Note stating "SEE MEP AND SITE SHEETS FOR EXTENT OF SLAB TRENCHING AND CUTTING. REFER TO SHEETS L-1.0, S-2.1a, FP2.1, FP3.1, P2.0a, P3.0a, and E-4.1a" to include sheet E-2.6b.
- 20. **Drawing 1/A-1.1a** Adjust door swings for doors 102, 102B, and 108A as shown in attached drawing AD-A-2.1.
- 21. **Drawings A-1.4a & A-1.5a** Remove note stating "Emergency communication system patch and repair gypsum board partition as necessary for installation"
- 22. **Drawing 1/A-6.1a** Include spray applied, acoustical insulation applied to underside of concrete deck in order to reach 2 hour rating in rooms 102A (Fire Pump), 102A1 (Electrical), and 102B (Generator). Reference Specification 07 8100 Applied Fire Protection.
- 23. **Drawing E-2.6b** See attached drawing AD-E-2.1 that shows demolition of existing fire alarm pull station.
- 24. **Drawing E-4.1a** See attached drawing E-4.1aR2 that shows updated doors swings, drip pan at generator, and ADA Operator Power updates.
- 25. Drawing E-6.1b See attached drawing AD-E-2.2 that shows relocation of existing fire alarm pull station.

END OF ADDENDUM NO. 2

ADDENDUM 2



IMPROVE SANDERS-BROWN CENTER ON AGING/NEUROSCIENCE FACILITIES

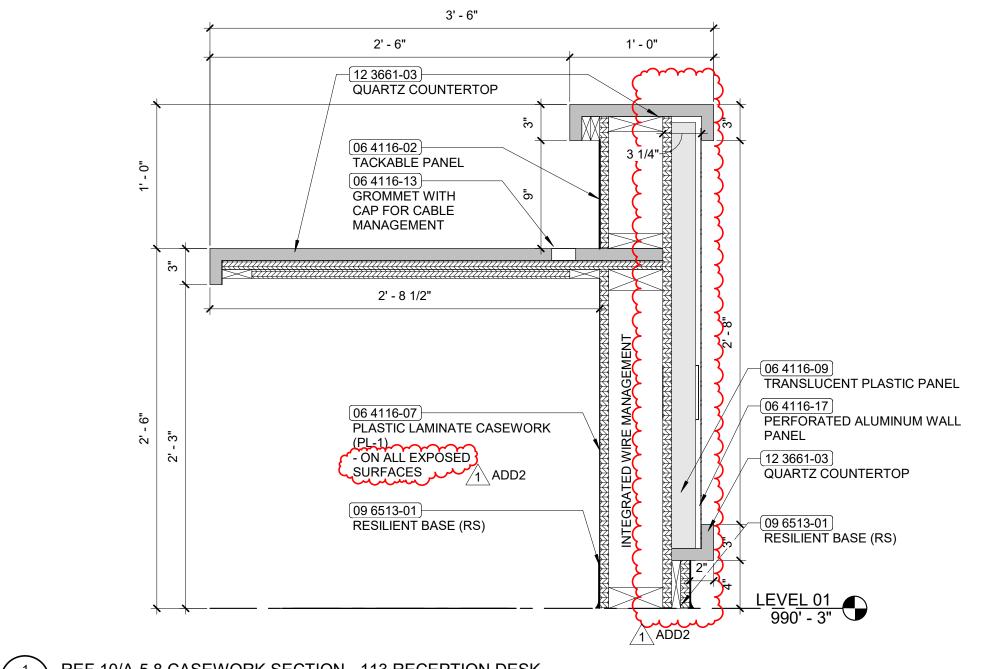


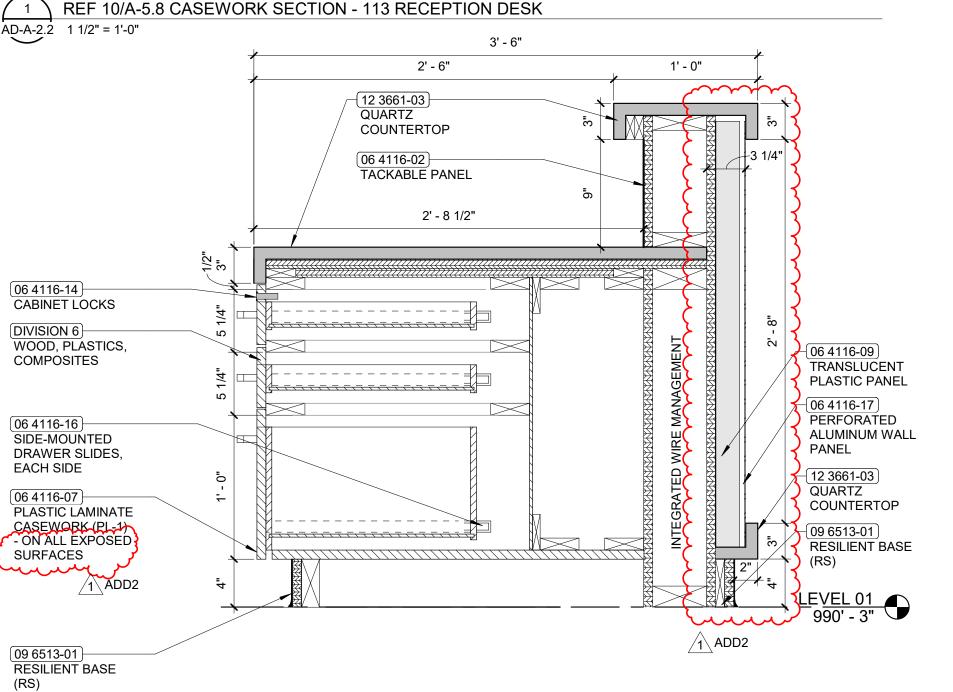
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REF 1/A-1.1a LEVEL 01 FLOOR PLAN



1/4" = 1'-0"





2

REF 11/A-5.8 CASEWORK SECTION - 113 RECEPTION DESK

AD-A-2.2 1 1/2" = 1'-0"

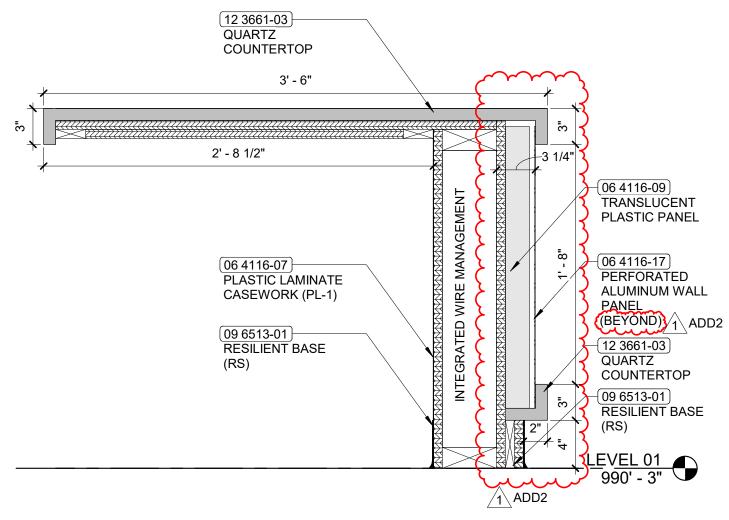
AD-A-2.2

IMPROVE SANDERS-BROWN CENTER ON AGING/NEUROSCIENCE FACILITIES

ADDENDUM 2

RECEPTION DESK SECTIONS

02/17/23





REF 12/A-5.8 CASEWORK SECTION - 113 RECEPTION DESK

AD-A-2.3 1 1/2" = 1'-0"

IMPROVE SANDERS-BROWN CENTER ON AGING/NEUROSCIENCE FACILITIES

ADDENDUM 2

RECEPTION DESK SECTION

02/17/23



1 AD-A-2.4

REF 4/A-8.6 SECTION DETAIL @ 1976 BUILDING

2.4 3" = 1'-0"

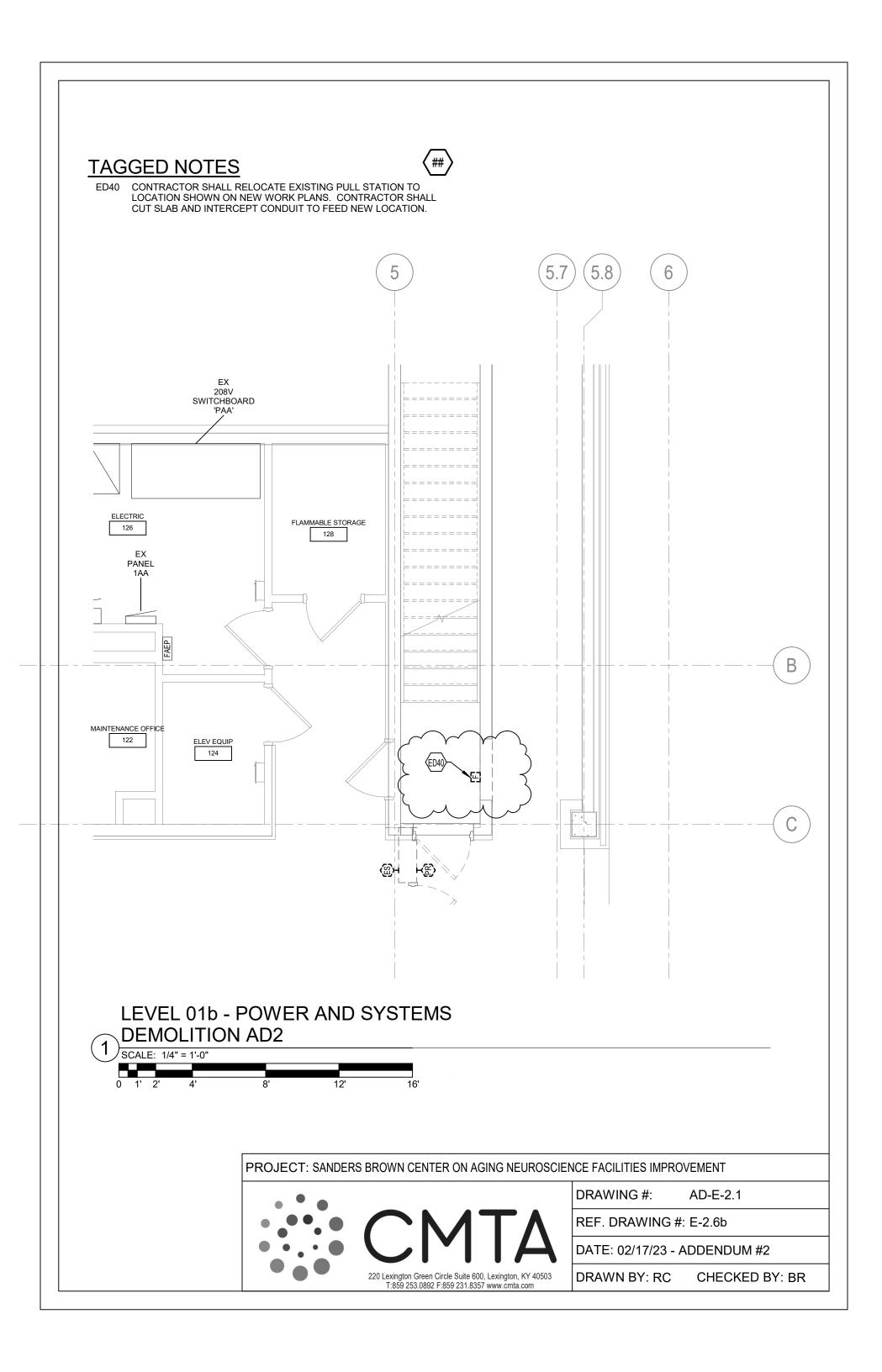
SECTION DETAIL @ 1976 BUILDING

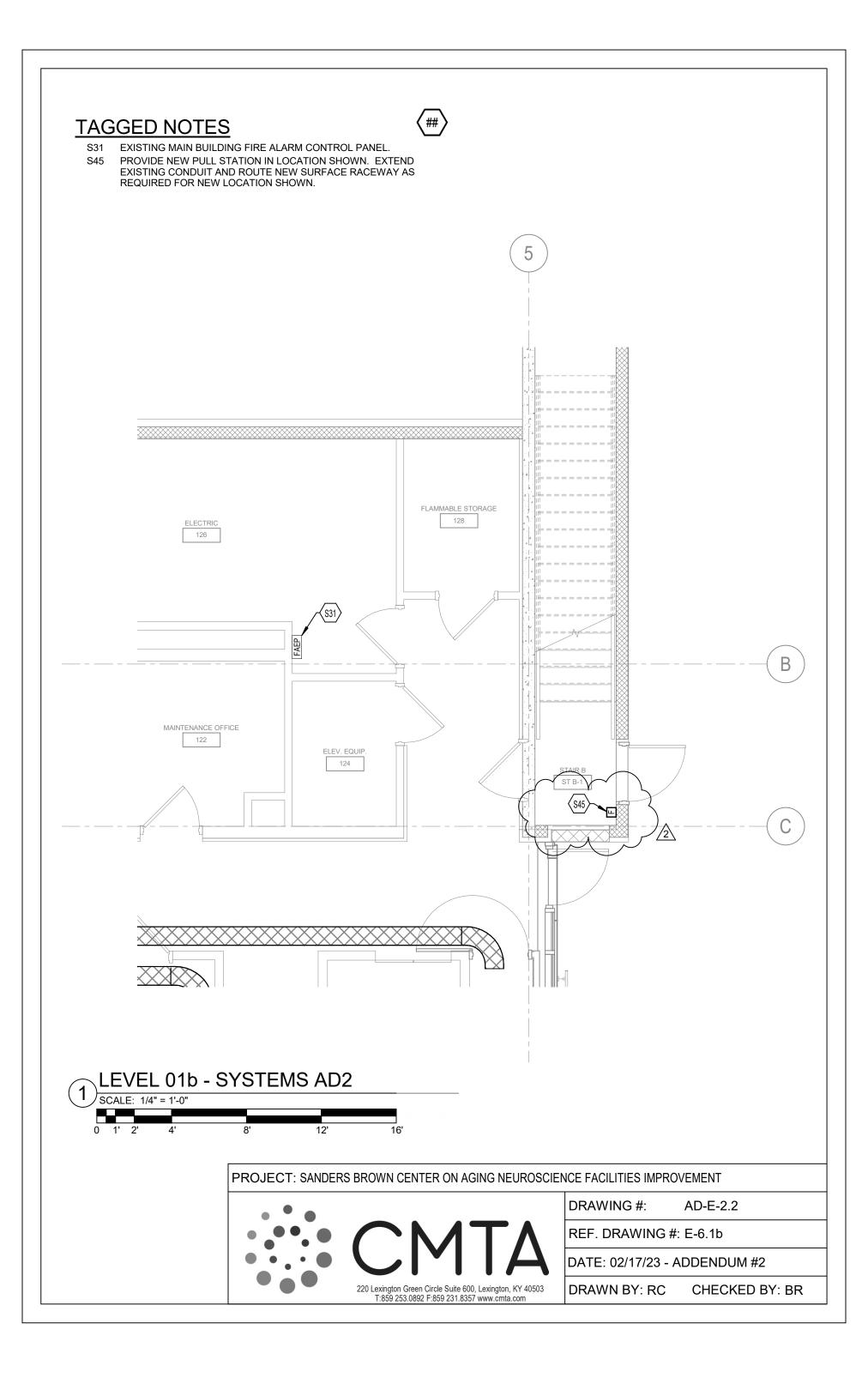
SECTION DETA

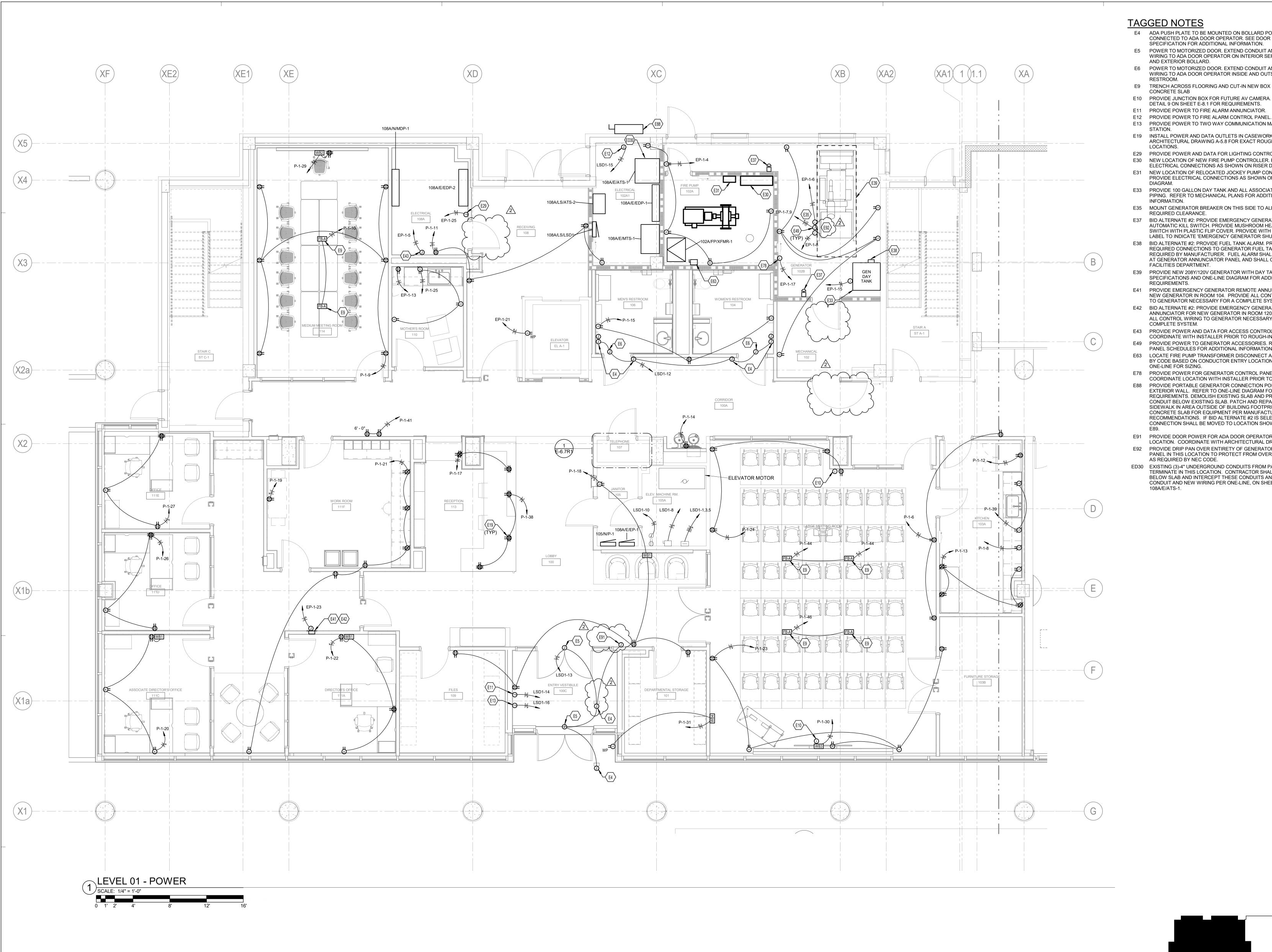
IMPROVE SANDERS-BROWN CENTER ON AGING/NEUROSCIENCE FACILITIES

ADDENDUM 2

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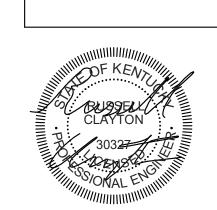


- E4 ADA PUSH PLATE TO BE MOUNTED ON BOLLARD POST AND CONNECTED TO ADA DOOR OPERATOR. SEE DOOR HARDWARE
 - SPECIFICATION FOR ADDITIONAL INFORMATION. E5 POWER TO MOTORIZED DOOR. EXTEND CONDUIT AND CONTROL WIRING TO ADA DOOR OPERATOR ON INTERIOR SERVICE COLUMN
 - AND EXTERIOR BOLLARD. E6 POWER TO MOTORIZED DOOR. EXTEND CONDUIT AND CONTROL
 - WIRING TO ADA DOOR OPERATOR INSIDE AND OUTSIDE OF RESTROOM.
 - E9 TRENCH ACROSS FLOORING AND CUT-IN NEW BOX IN EXISTING CONCRETE SLAB
 - E10 PROVIDE JUNCTION BOX FOR FUTURE AV CAMERA. REFER TO DETAIL 9 ON SHEET E-8.1 FOR REQUIREMENTS. E11 PROVIDE POWER TO FIRE ALARM ANNUNCIATOR.
 - E13 PROVIDE POWER TO TWO WAY COMMUNICATION MASTER STATION.
 - E19 INSTALL POWER AND DATA OUTLETS IN CASEWORK. REFER TO ARCHITECTURAL DRAWING A-5.8 FOR EXACT ROUGH-IN
 - E29 PROVIDE POWER AND DATA FOR LIGHTING CONTROL PANEL.
 - E30 NEW LOCATION OF NEW FIRE PUMP CONTROLLER. PROVIDE ELECTRICAL CONNECTIONS AS SHOWN ON RISER DIAGRAM. E31 NEW LOCATION OF RELOCATED JOCKEY PUMP CONTROLLER. PROVIDE ELECTRICAL CONNECTIONS AS SHOWN ON RISER
 - E33 PROVIDE 100 GALLON DAY TANK AND ALL ASSOCIATED FUEL PIPING. REFER TO MECHANICAL PLANS FOR ADDITIONAL
 - INFORMATION. E35 MOUNT GENERATOR BREAKER ON THIS SIDE TO ALLOW FOR NEC REQUIRED CLEARANCE.
 - E37 BID ALTERNATE #2: PROVIDE EMERGENCY GENERATOR AUTOMATIC KILL SWITCH, PROVIDE MUSHROOM HEAD TYPE SWITCH WITH PLASTIC FLIP COVER. PROVIDE WITH LAMACOID
 - LABEL TO INDICATE 'EMERGENCY GENERATOR SHUT OFF'. E38 BID ALTERNATE #2: PROVIDE FUEL TANK ALARM. PROVIDE ALL REQUIRED CONNECTIONS TO GENERATOR FUEL TANK AS REQUIRED BY MANUFACTURER. FUEL ALARM SHALL ANNUNCIATE AT GENERATOR ANNUNCIATOR PANEL AND SHALL CONTACT UK
 - E39 PROVIDE NEW 208Y/120V GENERATOR WITH DAY TANK. REFER TO SPECIFICATIONS AND ONE-LINE DIAGRAM FOR ADDITIONAL
 - E41 PROVIDE EMERGENCY GENERATOR REMOTE ANNUNCIATOR FOR NEW GENERATOR IN ROOM 104. PROVIDE ALL CONTROL WIRING
 - TO GENERATOR NECESSARY FOR A COMPLETE SYSTEM. E42 BID ALTERNATE #2: PROVIDE EMERGENCY GENERATOR REMOTE ANNUNCIATOR FOR NEW GENERATOR IN ROOM 120A. PROVIDE
 - COMPLETE SYSTEM. E43 PROVIDE POWER AND DATA FOR ACCESS CONTROL PANEL.
 - COORDINATE WITH INSTALLER PRIOR TO ROUGH-IN.
 - E49 PROVIDE POWER TO GENERATOR ACCESSORIES. REFER TO PANEL SCHEDULES FOR ADDITIONAL INFORMATION. E63 LOCATE FIRE PUMP TRANSFORMER DISCONNECT AS REQUIRED BY CODE BASED ON CONDUCTOR ENTRY LOCATION. REFER TO

ALL CONTROL WIRING TO GENERATOR NECESSARY FOR A

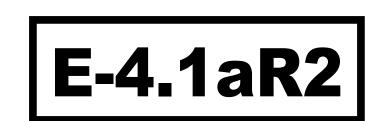
- ONE-LINE FOR SIZING. E78 PROVIDE POWER FOR GENERATOR CONTROL PANEL. COORDINATE LOCATION WITH INSTALLER PRIOR TO ROUGH-IN.
- E88 PROVIDE PORTABLE GENERATOR CONNECTION POINT ON EXTERIOR WALL. REFER TO ONE-LINE DIAGRAM FOR REQUIREMENTS. DEMOLISH EXISTING SLAB AND PROVIDE CONDUIT BELOW EXISTING SLAB. PATCH AND REPAIR SLAB AND SIDEWALK IN AREA OUTSIDE OF BUILDING FOOTPRINT. PROVIDE CONCRETE SLAB FOR EQUIPMENT PER MANUFACTURER RECOMMENDATIONS. IF BID ALTERNATE #2 IS SELECTED, THIS CONNECTION SHALL BE MOVED TO LOCATION SHOWN WITH NOTE
- E91 PROVIDE DOOR POWER FOR ADA DOOR OPERATOR IN THIS LOCATION. COORDINATE WITH ARCHITECTURAL DRAWINGS.
- E92 PROVIDE DRIP PAN OVER ENTIRETY OF GENERATOR BREAKER PANEL IN THIS LOCATION TO PROTECT FROM OVERHEAD UTILIES AS REQUIRED BY NEC CODE.
- ED30 EXISTING (3)-4" UNDERGROUND CONDUITS FROM PANEL PAA FERMINATE IN THIS LOCATION. CONTRACTOR SHALL DIG DOWN BELOW SLAB AND INTERCEPT THESE CONDUITS AND EXTEND CONDUIT AND NEW WIRING PER ONE-LINE, ON SHEET E-9.1, TO





© This Drawing and the Design shown thereon are the property of Omni Architects. The reproduction, copying, or other use of this Drawing or Design without the written consent of Omni Architects is prohibited. UK: 2571.0 PROJECT NUMBER OMNI: 2133 100% CONSTRUCTION DOCUMENTS **ADDENDUM 1** 02/09/23 ADDENDUM 2

LEVEL 01 POWER PLAN



TRUE NORTH

REQUIREMENTS COMMON TO ALL WORK CATEGORIES

PART 1 – GENERAL

SECTION A - GENERAL SCOPE OF WORK

- 1. The following general scope of work is applicable to all Subcontractors and therefore does not address the specifics as to this Subcontractors exact scope of work. Reference Section B for the Specific Scope of Work.
- 2. Unless noted otherwise within this Contract, this Subcontractor shall be bound to the Construction Manager to the same extent that the Construction Manager is bound to the Owner with respect to the General Conditions and Special Conditions of the Specifications and/or Agreement between the Construction Manager and Owner.
- 3. <u>Contract Documents</u> This Subcontractor shall fully maintain (for easy access by field personnel) all Contract Documents and other related Documents effecting this Subcontractors work including:
 - 3.1. Contract Drawings
 - 3.2. Contract Specifications
 - 3.3. Addenda
 - 3.4. Alternates
 - 3.5. Clarification Sketches (issued by Owner, Architect or Subcontractor)
 - 3.6. Shop Drawings (including those from related work by others)
 - 3.7. Changes (including directives, change orders, etc.)
 - 3.8. Project Schedule

A complete up to date set of these Contract Documents noting all of the above changes shall be maintained in good condition in the Subcontractor's field office with a duplicate copy in the Subcontractor's home office. In addition, As-Built drawings shall be maintained in accordance with the Specifications and shall be submitted to the Construction Manager at Substantial Completion of the Subcontractor's work. As-Built Drawings shall be updated at the end of each workday. Both, the As-Built Drawings and the set of Contract Documents shall be made readily available to the Construction Manager and the Owner for their inspection at all times. As-built drawings shall be reviewed by the Construction Manager each month prior to approval of Subcontractors pay application. Final as-builts will be digitally drawn and turned over in .pdf format, hand drawn as-builts will not be accepted.

- 4. Site Safety All work must be safely executed in strict compliance the Construction Manager's Safety Program, inclusive of all AHA's & PTP's, as well as all OSHA (and other governing agencies) rules and regulations including but not limited to the Whiting-Turner Site Specific Safety Program. All Subcontractor site workers, foremen and superintendents must attend weekly scheduled safety meetings held by the Construction Manager during the performance of his work. This Subcontractor shall enforce their own safety program (as approved by the Construction Manager) which includes regularly scheduled safety inspections. Copies of the program and the inspections shall be made available to the Construction Manager upon his request. The Construction Manager shall conduct his own safety inspections of this Subcontractor's work from time to time. Should the Construction Manager observe any condition that is in violation of any of the above safety regulations, the Subcontractor shall be issued a Safety Violation (1 copy to field, 1 copy to office). The Construction Manager shall reserve the right to remove repeat offenders permanently from the project site. All incidents and/or accidents shall be reported to the Construction Manager immediately. A copy of incident and/or accident reports must be submitted to the Construction Manager within 24 hrs.
- 5. OSHA Safety Training At a minimum all subcontractor personnel working on this project must be certified as having successfully completed the OSHA 10 General Outreach class or OSHA 10 hour Construction Industry Outreach class. The OSHA 30 hour can be substituted for the 10 hour class. All foremen and or competent persons must be certified as having successfully completed the OSHA 30 Hour Outreach Training Course and be certified in First Aid and CPR. All OSHA training must be current (within the past 5 years). Documentation must be submitted seven (7) days prior to starting work.

- 6. Presence of Hazardous Materials The structure and surrounding areas being renovated and modernized have been in use since 1979. All known asbestos related items were abated and removed from the interior of the building by the owner. Regardless of this it is possible that asbestos containing materials could be uncovered through the course of renovation activities. As such, all workers on site will be required to attend a 2-hour asbestos awareness course. These certifications will need to be submitted with the required OSHA training and all other training records required to perform work. If asbestos is discovered and not part of your scope, stop work immediately in the area and notify WT Superintendent immediately.
- 7. Parking Due to the size of the jobsite, there will be no parking on site. Parking in front of or adjacent to the jobsite in front of Sanders-Brown or the Kentucky Clinic is strictly prohibited. Parking requirements are the responsibility of the subcontractor. All deliveries must be coordinated in advance with Whiting-Turner in advance to prevent traffic jamming along Limestone.
- 8. Schedule Planning Due to the volatile nature of procurement post COVID-19 and the project schedule, the TouchPlan system will be utilized in order to promote a collaborative environment of scheduling to ensure successful completion of the project. It is required that all Subcontractor personnel participate in the Touchplan and scheduling process. This includes Project Managers, Superintendents, Foreman, and others as needed. Failure to attend required meetings will result in a \$100 penalty for each missed meeting.
- 9. Community Lull Due to the size of the construction project a single lull will be on site for the use of all subcontractors. Each subcontractor will be required to perform an equipment inspection prior to use and provide a trained lull operator for individual subcontractor use. Coordination and authority for the use of the lull will at all times remain with the Construction Manager. Any damage caused to the lull by this subcontractor will be the responsibility of this subcontractor. Equipment inspections and training records for lull operators will be provided to the Construction Manager.
- 10. <u>Platform Ladders</u> Subcontractors on this project shall use platform ladders as the primary ladder type when performing activities/tasks that require a ladder. Use of other ladder types (standard A-frame, extension ladders, etc.) must be approved prior to use and special considerations should be made in AHA when using a ladder other than a platform ladder.
- 11. Point Loading Existing Slab Should a subcontractor on this project need/desire to use scissor lift, forklift or other heavy equipment on the existing elevated slabs they shall be responsible for hiring a structural engineer to perform an analysis on the existing slab and the equipment to confirm that the existing slab can safely bear the point load of said equipment. No heavy equipment will be allowed on the elevated slabs without this analysis being completed first.
- 12. <u>SDS</u> Subcontractor shall submit, to the Construction Manager, copies of all SDS information for applicable materials being utilized by the Subcontractor. This information shall be available at all times to anyone requesting it.
- 13. Right to Know Law In the performance of this contract, the subcontractor agrees to observe all applicable standards prescribed by or pursuant to the ACCESS TO INFORMATION ABOUT HAZARDOUS AND TOXIC SUBSTANCE ACT (the employee Right to Know Law). The subcontractor agrees to indemnify Whiting-Turner and save it harmless from all damages arising from, and all expenses reasonably incurred because of the subcontractor's violation of, or failure to comply with such standards. A copy of the subcontractor's written hazardous communication program must be submitted at least ten (10) working days prior to starting work
- 14. <u>Submittals</u> This Subcontractor has included all submittals as called for in the Contract Documents and Specifications that pertain to his work. Inclusive of all mock ups, shop drawings, engineering, Professional Engineering stamps, calculations, samples, draw downs, product data, Operation & Maintenance Manuals, special & extended warranties, training, attic stock, etc. This Subcontractor agrees to begin the submittal process immediately after award of the contract as time is of the essence. Submittals will be turned over to the Construction Manager no later than 3 weeks after award of Subcontract. This Subcontractor will provide Professional liability insurance for any design/engineering work that is required for this scope of work per the Contract Documents.

- 15. <u>Sanitary Facilities</u> Whiting-Turner will designate specific existing restrooms for construction use during the project. Misuse or damage to these restrooms will result in temporary sanitary facilities having to be used instead and the cost shared amongst onsite contractors. Any damage to the existing restrooms will be borne by all onsite contractors at the time damage occurs.
- 16. <u>Personnel Reassignment</u> This Subcontractor's lead Foreman, Superintendent or Project Manager may not be replaced during the course of his work unless approved in writing by the Construction Manager.
- 17. <u>Preconstruction Meeting</u> Each subcontractor will be required to participate in a pre-construction meeting at least 2 weeks prior to the schedule start of their work. Each subcontractor's superintendent, foreman/foremen, project manager, and subcontractors must be present at this meeting.
- 18. Progress Meetings Attendance at the Construction Manager's Progress Meetings is mandatory to assure proper coordination of this Subcontractor's work with other trades. Furthermore, this Subcontractor shall attend other meetings as requested by the Construction Manager or the Owner from time to time such as the Owner's Progress Meetings, Site Safety Orientations, or special coordination meetings. Failure to attend these meetings without the prior notification of the Construction Manager could result in a deductive \$100 penalty for each missed meeting.
- 19. Coordination The Subcontractor shall coordinate his work with the Construction Manager and all subcontractors as this scope of work pertains to other trades and divisions of work. This Subcontractor shall complete all areas of their scope of work and have this portion of work signed off by the Construction Manager before being turned over to other Subcontractors.
- 20. <u>Hoisting</u> This Subcontractor shall provide his own means of hoisting as necessary to properly deliver, unload, load, place, and erect his work unless otherwise noted in Section B. Access around the construction site is very limited; therefore, all deliveries must be coordinated with the Construction Manager in advance.
- 21. <u>Traffic Control</u> This Subcontractor is responsible for traffic control required by this scope of work including, but not limited to, barricades, pedestrian protection and flagmen as required by the Construction Manager and or as necessitated by local vehicular and pedestrian traffic patterns.
- 22. <u>Deliveries</u> This Subcontractor shall be responsible for the receiving, unloading, and coordination of all deliveries with the Construction Manager. Including flagmen as required in order to maintain traffic flow. This Subcontractor will take all measures to ensure that all delivery and personal vehicles leave the job site in a manner that does not track dirt and debris into the roadways. Deliveries are to be coordinated with the Construction Manager at least 1 week prior to the delivery date and are to be added to the Superintendent's delivery schedule. This Subcontractor is responsible for all cleanup of dirt and debris it tracks into the roadways and will do so immediately. Deliveries which may significantly impact the project or the Owner, shall take place off-hours.
- 23. <u>Layout & Engineering</u> The Construction Manager shall provide specific surveyed benchmarks and building control lines. This Subcontractor shall provide all additional surveying, engineering, field dimensions, and layout as necessary to complete his work. The layout of his work shall be coordinated with the work of other trades. All work shall be laid out far enough in advance that any discrepancies or conflicts can be resolved without delaying the overall work. Any such discrepancies shall be reported to the Construction Manager in writing (requesting written clarification) prior to proceeding.
- 24. <u>Utility Locations</u> Prior to beginning any digging onsite this Subcontractor shall locate all existing underground utilities by careful hand excavation. If potholing of utilities is required, it will be the responsibility of this Subcontractor. If utilities are to remain in place, provide protection from damage during construction operations. Should uncharted or incorrectly charted piping or other utilities be encountered, consult the Construction Manager immediately for further instructions. The Subcontractor is to repair damaged utilities to satisfaction of utility owner. The Subcontractor shall remove underground utilities that are abandoned or in conflict as indicted or required per the Contract Documents.

- 25. <u>Subsurface Conditions</u> This package includes both: a site survey and utility impact plans. The data is not intended as a representation or warranty of the continuity of such conditions. The Subcontractor may examine the site and make his own subsurface explorations at no additional cost to the Construction Manager or Owner. Notify Construction Manager and Owner prior to making any subsurface explorations.
- 26. <u>Staging of Materials</u> The Subcontractor is aware that staging areas may be limited, and therefore, the Subcontractor will not be able to store all necessary materials on-site prior to erection or installation. Such materials and/or equipment may need to be properly stored off-site until needed on-site. The Construction Manager may allocate space within the building for the Subcontractor's use to store material. In such event, the Subcontractor shall be responsible to construct any lock-ups, if needed, to properly secure this material. The Construction Manager shall not be liable for any cost to relocate materials stored in the building as may be necessary.
- 27. <u>Temporary Trailers</u> The Subcontractor shall provide any trailers needed. No construction/storage trailers are to be installed without approval by Whiting-Turner and the Owner and must be requested in writing. This subcontractor shall be responsible for all costs associated with the installation of power, telephone, and data connections to their trailers.
- 28. <u>Access</u> This subcontractor must provide at all times, safe access to all buildings. Under no conditions shall equipment/material deliveries, stored materials, or open trenching affect progress of work performed by others, or obstruct building access/egress.
- 29. <u>Job-site Hours</u> All work must be scheduled during the normal working hours (Monday through Friday) as established by the Construction Manager. Any overtime or weekend work required by the Subcontractor must be scheduled and approved by the Construction Manager at least 48 hours in advance. Normal work hours will start at 7:00 AM till 5:30 PM unless approved otherwise by the Project Superintendent. This Subcontractor will abide by any and all work restraints due to noise, dust generation, or the like as dictated by the Owner or local ordinances. As a result, portions of this Subcontractors work may be required to be performed off hours or with significantly more rigid controls regarding noise, cleanliness, or housekeeping. This Subcontractor will work with the Construction Manager to coordinate any of these potential issues. Under no circumstances shall work be performed without Whiting-Turner personnel being notified and present on-site. In addition no work shall be performed by any subcontractor on-site without their competent person/supervisor being on-site.
- 30. <u>Erosion Control</u> The Construction Manager will have site erosion control measures installed and maintained. This subcontractor is responsible for installation and maintenance of additional erosion and dust control measures as it pertains to his work, in accordance with the Specifications and/or State SWPPP requirements, as deemed necessary by the Construction Manager. This subcontractor is responsible for removal and reinstallation of erosion control measures in order to accomplish his work. This subcontractor is responsible for all cost associated with damage of erosion control measures.
- 31. <u>Dust Control/Street Cleaning</u> The Construction Manager shall provide and maintain an adequate construction entrance and access road onto the site. The Subcontractor shall maintain a safe and clean environment of all streets and sidewalks as a result of this scope of work. This Subcontractor shall ensure that vehicles and/or equipment (including vehicles operated by his vendors) do not track mud, dirt or dust onto adjacent streets or sidewalks. This Subcontractor shall be responsible to wash the mud and gravel off his vehicles prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The Construction Manager has the right to cleanup surrounding roads immediately upon the Subcontractor's failure to do so, the cost of which shall be deducted from the Subcontractor's Contract Amount.
- 32. <u>Permits and Fees</u> This Subcontractor shall obtain and pay for all other special or trade permits, licensing, or business licensing as necessary to complete his work.
- 33. <u>Inspections</u> This Subcontractor shall be responsible for coordinating and obtaining all required inspections of his work with local and other governing agencies, the Construction Manager, Architect/Engineer, and the Owner. Before concealing the work of others, this Subcontractor shall reasonably ascertain whether or not other subcontractors

have had their work inspected. This Subcontractor shall not knowingly conceal any work of others that has not been inspected.

- 34. <u>Testing</u> Independent testing and inspections services shall be provided by others. This Subcontractor shall coordinate his work with this agency for all specified testing and inspections. The cost of any repeat inspections due to the fault of this Subcontractor shall be deducted from this Subcontractor's Contract Amount.
- 35. QC Reports/QC Program All subcontractors will participate in Whiting-Turner's Quality Management Program. All Subcontractors are to respond to any negative (non-compliant) Quality Control (QC) inspection report no later than 2 days from the date of the report, whether from a 3rd party inspection or by Whiting-Turner. This response is to be in a letterform. If no response is given, then funds may be withheld from the pay application until such time it is deemed by the Construction Manager that the deficiencies are corrected.
- 36. Remedial Work The Subcontractor shall be responsible for furnishing all labor, materials and equipment to perform remedial work for all unacceptable work not installed within acceptable tolerances as described in the specifications. This work includes, but is not limited to: all removal and replacement as required to remedy all deficiencies as a result of this Subcontractor's work. The Subcontractor shall also be responsible for any damages prior to inspection and acceptance by the Construction Manager, Engineers and Owner.
- 37. Owner's Property Subcontractor agrees to take all precautionary measures necessary to prevent damage to Owner's property, buildings, and trees, and to promptly repair/replace any damage caused by his actions. This subcontractor shall also provide any required temporary protection for this scope of work as it relates to weather and dust protection.
- 38. <u>Cutting & Patching</u> Unless noted otherwise within this Contract, this Subcontractor shall be responsible for all cutting and patching as required to properly complete his work. All cutting and patching shall be in accordance with the Specifications.
- 39. <u>Temporary Water</u> Until permanent water is available, the Construction Manager will provide temporary water within the construction area at location(s) to be determined. This Subcontractor shall provide his own hoses, barrels, water wagons, etc. as necessary to distribute this water to his work. Subcontractor shall provide their own drinking water for their employees. The Construction Manager will not provide drinking water.
- 40. <u>Power Distribution</u> This Subcontractor shall provide all power cords, etc. as necessary to distribute power to his work. This Subcontractor may have to provide his own generators, if needed, when performing work within the general site outside of the building construction or prior to slab construction. All electrically operated equipment must be equipped with a GFI (Ground Fault Interrupter). No power provisions will be made for electric welding machines. This Subcontractor will maintain all power cords off the floor and neatly supported or strung to the work area so as to eliminate tripping hazards and or damage to drop cords.
- 41. <u>Temporary HVAC</u> The Construction Manager shall provide minimum temporary heating and/or cooling as necessary to protect installed work. Heat and/or cooling will not be provided for the purpose of producing a comfortable working environment. For the purposes of this project, this Subcontractor will provide any necessary space conditioning and or necessary temporary enclosures in order to perform their work.
- 42. <u>Schedule of Values</u> This Subcontractor shall prepare, submit, and substantiate a detailed labor and material schedule of values corresponding to the Construction Manager's CPM construction schedule. This schedule of values will be used for all progress billings.
- 43. <u>Warranties</u> All warranties and guarantees shall be for the length of time specified, and shall not become effective until the dates established in the Specifications, regardless when portions of this Subcontractor's work was installed, completed, activated, utilized, etc. Subcontractor shall provide all extended warranties as required by the contract documents.
- 44. <u>Security & Fencing</u> The Construction Manager may or may not provide perimeter construction fencing to isolate the Project from the general public. The Construction Manager does not intend to provide a watchman or security

guard during non-working hours. It is this subcontractor's responsibility to ensure the safe storage of their materials, tools, equipment, etc on the jobsite. W-T will not be responsible for loss, theft, damage, etc of these items.

- 45. <u>Schedule</u> Subcontractor agrees to perform the work and deliver the materials covered by the contract within the times and/or durations and sequences necessary to meet the CPM Schedule as directed by the Construction Manager.
- 46. TIME IS OF THE ESSENCE This Subcontractor shall provide a sufficiency of labor, materials, tools and equipment as necessary to expedite the completion of all work made available to him. The construction of this building is to be considered a "FAST-TRACK" project. Some trades may be required to work overtime in order to meet the scheduled completion dates. This Subcontractor shall cooperate with the Construction Manager to achieve long term schedule goals as outlined on the CPM construction schedule, as well as, short term goals established during the weekly progress meetings. Should the Subcontractor fall behind schedule, he shall develop a plan (within 48 hours of notice by the Construction Manager) to make up lost time either by increasing manpower and/or working longer hours. If the Subcontractor is unable to make up lost time, the Construction Manager may direct Subcontractors following his work to accelerate their work. In such case, the Subcontractor shall be responsible for the costs of overtime premiums from such other trades.
- 47. <u>LIQUIDATED DAMAGES</u> This project is subject to liquidated damages by the Owner for each day past the Substantial Completion Date shown on the project schedule. This Subcontractor will be directly liable for liquidated damages for every day that his construction activities cause the Substantial Completion date to push out. This Subcontractor will work all necessary overtime and weekends in order to complete his work as shown on the overall project schedule at no cost to the Construction Manager or the Owner.
- 48. <u>Mobilization</u> This Subcontractor may be required to perform more than one mobilization. Associated cost for additional mobilizations will be included in the cost of this work.
- 49. Owner Contracts The Owner may or may not have separate subcontractors performing work on this project at the same time. This Subcontractor shall fully cooperate with and coordinate his work with such Subcontractors.
- 50. <u>Product Substitutions</u> Unless otherwise noted within this Contract, this Subcontractor shall NOT be allowed to make any material or product substitutions.
- 51. Stored Materials If the Owner agrees to pay for stored materials, the following shall apply:
 - 51.1. Each item of storage must be approved at least 10 days prior to the submission of an application for payment covering such stored materials. Fabrication of the material, for which payment is being requested, must be completed prior to the Subcontractor's/Supplier's submission of the billing for the period in which payment is requested.
 - 51.2. A bill of sale naming the Owner as Owner of the materials must accompany the application for payment.
 - 51.3. An insurance certificate which clearly identifies the material as covered and which protects the interest of the Owner and The Whiting Turner Contracting Company must accompany the application for payment. This insurance certificate must also provide "in transit" coverage during transport to the jobsite.
 - 51.4. The materials shall be specifically identified to the project and segregated from the rest of the Seller's inventory.
 - 51.5. The materials shall be safely stored from theft, damage, deterioration from weather, etc.
- 52. Taxes & FOB The Subcontractor is responsible for all applicable local taxes and F.O.B. delivered to the jobsite.
- 53. <u>Acceptance of Substrates</u> Commencement of the installation of this Subcontractor's materials shall indicate acceptance of related substrate conditions. Subcontractors must make an inspection of substrate, in a timely

manner, in order to provide written notification of deficiency to the Construction Manager so deficiency can be addressed prior to start of associated work. This Subcontractor is responsible for any and all surface preparation of areas as required for proper performance of his work.

- 54. <u>Communications</u> This Subcontractor shall provide and maintain one radio compatible with that of the Construction Manager's. This radio must be monitored full time by the Subcontractor's Foreman or Superintendent.
- 55. <u>Saturday Workdays</u> Saturdays will be used as a makeup workday in the event that weather or some other events caused a non-workday during the normal work week. In the case that a Saturday must be used to complete the normal work week, it will be provided at no additional cost.
- 56. Extra Work Tickets This Subcontractor shall deliver to the Construction Manager field tickets for any additional work claims at the end of each day's work. The Subcontractor is responsible for delivering the work ticket within 24 hours of the completion of the work. If the Subcontractor fails to deliver the work ticket describing work completed for that workday, that work shall be considered free of charge and all claims to compensation for the extra work forfeited by the Subcontractor. For any work, which is agreed upon by the Owner to be performed on a Time & Material basis, an employee's time will be accounted for when his work begins at the jobsite. The subcontractor will not be reimbursed for travel time to and from the job site.
- 57. <u>Daily Field Reports</u> Daily field reports shall be submitted on the attached form to Whiting-Turner supervision on a daily basis. T&M tickets for all or part of the work for that day shall not be used in lieu of the daily field report. In addition, daily field reports shall not be used to track T&M work. Failure to submit field reports on a daily basis may delay payment of a subcontractor's invoice and result in fines of \$100.00 per daily report for every week late.
- 58. Monthly Pay Applications This Subcontractor is responsible for furnishing a monthly payment application and all required payroll documentation to the Construction Manager by the 20th day of each month. If the Subcontractor fails to provide the pay application by the 20th of the month, the pay application will not be processed for that month. All pay applications must be accompanied by a detailed schedule of values which must be approved by the Construction Manager prior to the first pay application.
- 59. <u>Aluminum Ladders</u> At no time shall any individual or Company on the jobsite use or transport aluminum ladders. All ladders are to be constructed of approved material as seen fit by the Construction Manager. The Construction Manager reserves the right to remove any ladder deemed unsafe from the jobsite. It shall be the responsibility of the Subcontractor to disposes of any ladders deemed unsafe.
- 60. Notification For the purposes of this project, email from the Construction Manager constitutes written notice.
- 61. Preventative Maintenance This subcontractor shall perform all manufacturer required preventative maintenance on any equipment installed in this scope of work from time of start-up until owner turnover. Subcontractor shall maintain a log and document all preventative maintenance completed. Documentation shall be a requirement of monthly progress payments and final payment. Subcontractor shall submit preventative maintenance plan 3 months prior to start-up.
- 62. <u>Hot Work</u> No burning, cutting, welding, brazing or soldering without a properly issued and dated burning permit will be allowed without proper notification. Requests must be filed in writing at least (2) days prior to the start of work. The subcontractor performing the work shall properly ventilate all hot work performed.
- 63. <u>Cranes</u> This subcontractor shall follow all applicable state and federal crane regulations associated with the setup/installation, jumping, inspection, use, and dismantle of any crane on the jobsite. All operators must have a valid CCO certification. All signal persons and riggers must be certified per all required regulations. Crane lifting plans must be submitted and approved a minimum of 72 hours prior to the lift and shall include documentation of all certified operators, riggers and signalpersons

- 64. Commissioning This subcontractor understands that a third-party commissioning agent will be utilized on this project. All subcontractors will be required to fully coordinate and participate in all start-up meetings, schedule discussions, pre-testing, pre-functional testing, functional testing etc. Each subcontractor will be required to start-up, test, and turn-over each piece of equipment or system and provide owner training. This subcontractor shall complete any required third-party commissioning agent start-up and pre-functional testing forms. The participation of the third-party commissioning agent does not relieve this subcontractor from any of their responsibilities.
- 65. Supervision Full-time on-site supervision by this subcontractor for this scope of work is a requirement of this contract. In the case of any second-tier subcontractors, the primary subcontractor will supply on-site supervision and coordination of their subcontractors, their work, schedules, and resources. All subcontractor supervision will be required to check in/out each day with the Whiting-Turner Superintendent.
- 66. Contract Notification It is this subcontractor responsibility to inform their employees of all the conditions in the contract that affect their scope of work. This includes all items in the general scope of work, specific scope of work, safety manual, QC manual, and any contract exhibits herein or in the contract documents. It is the responsibility of the subcontractor to inform each of their employees of the Job Rules and Regulations and to cooperate with Whiting-Turner in enforcing them throughout the course of the project. Failure by a subcontractor's employee to follow any of the rules and regulations shall be suitable justification for the Owner or Whiting-Turner to require that the employee be removed from the jobsite. Fines will be issued to any Subcontractor's safety violations.
- 67. Existing Conditions This subcontractor is reminded that this project is taking place on operating campus and that every effort will be made to avoid confrontation or conflict with the owner's employees, representatives, agents, students, facilities personnel, etc. Use of inappropriate language or harassment of any individual, whether on the site or outside of the jobsite, is prohibited and are grounds for immediate removal.
- 68. <u>Roof Systems</u> Each subcontractor is responsible for any damages to the roof systems and must take special precautions to prevent any such damages.
- 69. <u>Barricades</u> In the event that barricades or fencing needs to be moved or relocated by this subcontractor for this scope of work, W-T field supervision must be notified twenty-four (24) hours prior to doing such work. Any damage created by moving/relocating barricades and fencing will be the responsibility of this subcontractor to repair or replace.
- 70. <u>Dewatering</u> Each subcontractor shall be responsible for dewatering of excavated areas as per MDE requirements and project sediment erosion control details.
- 71. Shutdowns All required shutdowns and tie-ins shall be assumed to be performed on overtime in base bid. All shutdowns and tie-ins must be coordinated through Whiting-Turner and scheduled at least three (3) weeks in advance. Whiting-Turner's Request for Outage procedure must be followed. Subcontractor must provide a list of expected shutdowns/tie-ins and their respective anticipated durations. Failure on this Subcontractor's part to enumerate any specific shutdowns is not cause for a change order or request for premium time.

72.	<u>Federal Security and Immigration Compliance Act Requirements</u> – The Subcontractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (RCA), D.L. 99-603 as indicated below (Subcontractor must initial one of the sections below):
	Subcontractor has 500 or more employees and Subcontractor warrants that Subcontractor has complied with the Immigration Reform and Control Act of 1986(RCA), D.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.
	Subcontractor has 100-499 employees and Subcontractor warrants that Subcontractor has complied with the Immigration Reform and Control Act of 1986(RCA), D.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.
	Subcontractor has 99 or fewer employees and Subcontractor warrants that Subcontractor has complied with the Immigration Reform and Control Act of 1986(RCA), D.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.
	Subcontractor warrants that Subcontractor has included a similar provision in all written agreements with any Subcontractors engaged to perform services under this Contract.

END OF GENERAL SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 01A – General Requirements		
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities	
Purchasing Officer: Ken Scott	_	
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon	
This Proposal is submitted by:		
Date:	(NAME AND ADDRESS OF BIDDER)	
Telephone:		
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23	
CAPITAL CONSTRUCTION	BID OPENING DATES: FEBRUARY 28, 2023	
PROCUREMENT	TRADE CONTRACT DESCRIPTION:	
RM. 322 SERVICE BUILDING	General Requirements	
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 01A	
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.	
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepfurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in as, within the time set forth therein, and at the	
The Bidder hereby acknowledges receip	t of the following Addenda:	
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
(Insert the number and date of any Adde issued and received, the word NONE sh	enda issued and received. If none has been ould be inserted.)	

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED B	Y		TITLE
PRINT NAI	ME		FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM OF			
	(USE	WORDS)	
(USE WORDS)	_ DOLLARS AND _	(USE WORDS)	CENTS.
(\$(USE FIGURE	ES))	
BID ALTERNATES			
Add Alternate No. 1: Controls in 19	996 Building		
FOR THE LUMP SUM OF			
		WORDS)	
(USE WORDS)	_ DOLLARS AND _	(USE WORDS)	CENTS.
(\$)	
(USE FIGURE	S)		

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
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BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)Small Business	(06)Woman-Owned Large Business
(02)Large Business	(07)Disadvantaged Woman-Owned Small Business
(03)Disadvantaged Small Business	(08)Disadvantaged Woman-Owned Large Business
(04)Disadvantaged Large Business	(09)Other
(05) Woman-Owned Small Business	

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	U	INIT	COST PER UNIT
Flagman	Н	IR	\$
Laborer	Н	IR	\$
Carpenter	Н	IR	\$
Foreman	Н	IR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors
2.	Minority and Women Material Suppliers
SUPEF	RINTENDENT
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this. Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.
List the	Superintendent's Name

Revised 3/22/06

TRADE CONTRACT - 01A - General Requirements

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 01A – General Requirements

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to this General Requirements scope of work

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor performs all work scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, hauling, rigging, temp. shoring, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein.
- 2. Add Alternate This Subcontractor shall review the Bid Alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternates as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.
 - a. Alternate #2 Provide L2 Lintel. Deliver to 04A contractor for install.
 - b. Alternate #3 Modify Existing Concrete Pad as Required to Match Installed Equipment at new laboratory vacuum pump.

GENERAL REQUIREMENTS

- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents. Additionally, this Subcontractor will provide to the Construction Manager (4) two-year PlanGrid "Crane" licenses to use at their discretion. These licenses shall go into effect at a time chosen by the Construction Manager.
- 4. OpenSpace This Subcontractor shall provide photo documentation tool and software for 24 months from OpenSpace. The tool and software will be used by the Construction Manager.
 - Provide Insta360 ONE X2 Ultimate Kit https://store.insta360.com/product/one x2?c=1164&from=nav

- Provide 24 months of OpenSpace Capture software usage. Negotiated rate for the project is \$10,000. For additional information contact greg.saunders@openspace.ai
- Site Fencing This Subcontractor shall provide and install all temporary fencing consisting for the construction site and associated laydown yard on Leader Ave. Fencing for construction site shall be concrete or water filled "k-rail" or "jersey barriers" with fence on top, as well as road/sidewalk closure signage per the logistics plan. This Subcontractor shall rework fencing for each phase of construction. (See logistics plan for locations and amounts of fencing and temporary signage). This Subcontractor shall provide a fencing allowance of \$10,000 and a signage allowance of \$5,000 to be used for items above-and-beyond what is shown in the logistics plan. At any time during the course of the project the Construction Manager may elect to use any unspent portion of this allowance for other added items within this Scope of Work. Also, any unspent portion of this allowance may be returned to the Construction Manager at any time during the project. This allowance does not alleviate this Subcontractor from any of their contractual requirements spelled out in the Contract Documents or their contractual requirements spelled out in this Subcontract. This allowance cannot be spent without written authorization from Whiting-Turner. Any unspent portion of this allowance will be returned to UK at the end of the project via a subcontract change order to this Subcontractor. This temporary fencing shall be carried for 24 months. Should the duration be less, this Subcontractor will provide a credit for remaining unused months of fencing rental. This Subcontractor has included all gate openings as indicated in the site logistics plan, that will be placed as such or as otherwise directed by the Construction Manager.
- 6. Temp Loading Dock This Subcontractor will build and maintain a raised wooden platform at the dumpster location. (See logistics plan.) This platform will not be built until it has been coordinated and approved with the Construction Manager, in writing. The loading dock will include multiple elevated bays, accommodate one roll off dumpsters, include perimeter railings, a ramp to ground level, and be oriented and large enough to accommodate the movements of trash carts This temp loading dock will have joists spaced close enough together, with a multi-layer deck of plywood, to withstand weighted wheel traffic and pallet jacks without puncturing or collapsing the temp decking.
- 7. <u>Buck Hoist Material Lift</u> This Subcontractor has included a buck hoist / material lift, set within the temp loading dock, that will accommodate hoisting materials to the 2nd and 3rd floors of the building. This includes an 18-month rental, starting time to be dictated by the Construction Manager, maintenance, full time operator, all tie backs, safety inspections, certifications, and any necessary foundational elements whether gravel, concrete or metal plate. This Subcontractor will provide electrical requirements for the system, power to be provided by others.
- 8. <u>Sanders-Brown Restroom Maintenance</u> UK is allowing use of the existing restrooms for construction workers in lieu of temporary sanitary facilities. This subcontractor shall be responsible for daily cleaning and twice daily disinfecting of each restroom in use for construction. This subcontractor shall also be responsible for stocking toilet paper, paper towels and soap for these restrooms.
- 9. This subcontractor shall provide and install non-invasive temporary safety railings at the roof perimeter as shown on the logistics plan. These shall be installed at the start of construction and shall be removed once all roofing activities have been completed.
- 10. This subcontractor shall provide 6' wide covered walking path around the back side of Sanders-Brown as shown on the Logistics Plan. These shall remain in place for the full duration of the project.
- 11. This subcontractor shall provide and install temporary plywood barricade along the covered walkway as shown on the Logistics Plan.
- 12. This subcontractor shall provide and install Edge Guard dust barriers with doors inside the building as shown on the Logistics Plan. This subcontractor shall provide a negative air machine at the temporary "anti-room" that is being installed at the entrance to the Kentucky Clinic.
- 13. <u>CM Office Trailer</u> This subcontractor shall provide and install a covered entry, ramp and stair at the CM office trailer located at 141 Leader Ave. This subcontractor shall also provide office furniture (desks, chairs, tables,

bookcase, kitchenette, etc.), small appliances, printer, TV, docking stations, computer monitors etc. as shown on the logistics plan. Once the office trailer is in place this subcontractor shall provide two days of moving services including labor, truck and trailer to move additional items from WT storage unit (located at: 2640 Sandersville Road, Lexington, KY 40511) and Frazee Hall to the Sanders-Brown project and to the CM office trailer. This subcontractor shall provide two days of moving services at the conclusion of the project to move items out of the office trailer and Sanders-Brown back to the WT Storage unit.

- 14. <u>Safety</u> This Subcontractor has included \$20,000 for Whiting-Turner safety requirements to be directed by the Construction Manager. The Construction Manager will direct the use of these costs to replace safety equipment, provide safety incentives, etc. through the duration of the project. All unused funds will be returned to the Construction Manager upon direction. This subcontractor shall provide three (3) 4'x8' rolling boards with locking casters. These boards shall be built using lumber/plywood and be used to display required safety and other signage inside of Sanders-Brown.
- 15. <u>Misc. Carpentry</u> This Subcontractor has included a \$35,000 misc. carpentry allowance to be utilized at the Construction Manager's discretion for labor or materials. Any unused portion of this allowance will be returned to the Construction Manager at any time.
- 16. <u>Dumpsters</u> This Subcontractor will provide all necessary dumpsters for the duration of the project from the end of demolition through the end of the project. This includes all recycling and separation of materials.
- 17. Cleaning This Subcontractor shall provide two laborers (and all associated tools and materials) for daily cleaning of the project and general cleanup around the project site including general trash removal. This Subcontractor shall provide ten (10) 55 gallon trash cans with dollies and domed lids with spring flap for general trash collection on the construction site. This Subcontractor shall include for a weekly cleaning of the CM office trailer inclusive of sweeping, moping, and wipe down of all desks and tables, cleaning of the restrooms and break room, and a restocking of supplies for each. Supplies include toilet paper, paper towels, hand soap, trash bags, etc.
- 18. <u>Housekeeping & Equipment Pads</u> This Subcontractor has included a \$20,000 allowance for housekeeping and equipment pads not indicated in the Contract Documents. Any unused portion of this allowance will be returned to the Construction Manager.
- 19. This Subcontractor shall provide and maintain boot brushes and heavy-duty entry mats at each exterior entry door and at The Kentucky Clinic and provide and install flooring protection board (i.e., Ram Board) to be used at the discretion of the Construction Manager for all new flooring.
- 20. Weather Protection This Subcontractor shall maintain all temporary weather protection installed by others at exterior openings. The intent is to prevent any major water intrusion into the existing building. If temporary weather protection is damaged through the course of construction or if major water intrusion occurs this Subcontractor shall be responsible for repair, replacement, or reapplication of temporary measures.
- 21. <u>Fall Protection</u> This Subcontractor shall maintain all fall protection installed by others at exterior and interior openings. If temporary fall protection is damaged through the course of construction this Subcontractor shall be responsible for repair, and replacement of said fall protection. This Subcontractor shall remove fall protection as construction progresses and fall protection is no longer required.
- 22. This Subcontractor shall provide a shooting boom forklift (lull) with a minimum 42' lift height from mobilization until the completion of the project. This lull will be shared by all Subcontractors throughout the course of the project and all Subcontractors shall provide their own operator. The primary use will be for offloading deliveries and shuttling materials from the 141 Leader Ave laydown yard to Sanders-Brown. Use of the lull must be scheduled and final approval for use must be given by the WT Superintendent. This Subcontractor shall provide all fuel and maintenance for the lull for the duration of the project.
- 23. This subcontractor shall purchase four (4) E Permit parking passes for a 24-month duration. These parking passes shall be used at the sole discretion of the construction manager.

- 24. This subcontractor shall supply thirty (30) portable plastic fire extinguisher stands (Firemate brand or equal) and shall provide two (2) annual services/inspections for thirty (30) 20lb fire extinguishers. 20lb fire extinguishers will be provided by Whiting-Turner.
- 25. This subcontractor shall provide two (2) industrial cabinet type first aid kits with service for up to 50 people and two (2) Automatic External Defibrillators (AEDs) with wall cabinets to be used at the discretion of the construction manager.
- 26. <u>Pest Control</u> This subcontractor shall provide all pest control requirements for the project including general pest control and special pest control at 4th floor DLAR space.
- 27. Traffic Control This Subcontractor will provide two flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.

CONCRETE

- 28. Specific Items This scope will include all cast-in-place concrete work to include but not be limited to all slab pour backs from removed concrete, edge of slab pours, slabs on metal decking, footer extensions and slab knee walls. This includes all necessary excavation, doweling, reinforcement, forming, and noted rigid insulation. This shall also include, but not be limited to, all stone base and subbase, vapor barrier, under slab insulation, rebar and WWF reinforcing, and any required imbeds.
- 29. <u>Miscellaneous Items</u> This Subcontractor shall provide and install all miscellaneous items related to the cast-in-place concrete scope of work. This shall include the following:
 - This Subcontractor shall provide and install all slab-on-grade prep including all compacted crushed stone, under slab insulation and vapor barrier.
 - Provide and install grout at pump base. See 1/M6.1
 - Provide and install non-shrink grout shown in details B/S-4.1 and D/S-4.1
 - All shown housekeeping / equipment pads.
 - Install dowels where required between new and existing slab on grade or elevated decks.
 - Patch existing slab-on-grade as required by the Contract Documents. This shall include patching for trenching required to run new under slab MEP items.
 - This Subcontractor shall provide termite treatment under slabs as required by the Contract Documents.
 - This Subcontractor shall install all anchor bolts and embeds (provided by others) into concrete.
 - Apply penetrating concrete sealer to exterior face of wall at exposed stem wall.
- 30. Formwork This Subcontractor shall provide concrete formwork systems consisting of plywood, metal, fiberglass, or combination thereof and all related materials and accessories required for a complete concrete formwork system, inclusive of all shop drawings and engineering as required per the Contract Documents. Formwork accessories that are embedded in concrete, including ties and hangers, shall be commercially manufactured products. Do not use non-fabricated wire form ties.
- 31. <u>Masonry Dowels & Dovetails Slots</u> This Subcontractor will be responsible for furnishing and installing all Masonry Dowels and Dovetail Slots if called for in the Contract Documents. This Subcontractor should consult both structural & architectural drawings.
- 32. <u>Layout</u> The Subcontractor shall be responsible for the accurate layout of all formwork and any other work included in this scope. This Subcontractor shall provide building control lines and benchmarks at Floors 1-3. Multiple Mag Nails are shown on the site plan which should be used to establish control lines and benchmarks

inside the building. This contractor shall furnish a slab control line at each SOG elevation. Two lines in the North-South direction and two lines in the East-West Direction. These lines shall be accurate, true, and must be done in a way that they are accessible for the remainder of the project. They should stack with the building to allow all other Subcontractors to use as control. Two elevation benchmarks, 5' above finish floor, shall also be provided at each slab elevation, other than pits.

- 33. Excavation This Subcontractor shall be responsible for all excavation for this scope of work. This shall include all excavation, to include hand excavation, required for final grading of footings or slabs on grade. This Subcontractor has also included any "mucking" of wet soils for the duration of the foundations scope of work. This Subcontractor shall be responsible for removal of all spoils related to this scope of work.
- 34. Concrete This Subcontractor shall provide all concrete material. This Subcontractor shall also include all equipment and labor to pump the concrete into place including associated clean up. This includes a minimum of one man per truck when conducting pours. This Subcontractor shall coordinate with the Owner's testing agency as required per the Specifications; this includes but is not limited to providing proper cylinders and test boxes per applicable ASTM sections. In the event that a test should fail, this Subcontractor shall either remove and replace the represented work, or repair the represented area as directed by the Structural Engineer and Architect. All cost associated with additional testing and rework shall be the responsibility of this Subcontractor.
- 35. Reinforcing Steel The Subcontractor shall furnish and install all reinforcing steel according to Contract Documents. All materials needed to complete the installation of the reinforcing steel shall be the responsibility of this Subcontractor. This will include, but not be limited to, support chairs, reinforcing safety caps, and tie wire. All remedial work and costs caused by failed tests are the responsibility of this Subcontractor.
- 36. This contractor shall drill and adhesive reinforcement as shown in the contract documents. Where existing concrete is drilled this subcontractor shall be responsible for locating the existing reinforcement by means of rebar detector. This subcontractor shall not cut existing reinforcement in existing concrete. This subcontractor shall also be responsible for conducting rebar detection and layout at locations where the steel and curtainwall are required to attach to the existing concrete structure.
- 37. Embeds This Subcontractor shall install all inserts, anchors, anchor bolts and embedded miscellaneous metal items. Mechanical or electrical sleeves, conduits, electrical boxes, etc. shall be furnished and installed by others. The Concrete Subcontractor shall build boxes required for mechanical openings as shown on Contract Documents. This Subcontractor shall schedule placing of all concrete and will give ample notice and the opportunity to inspect embed placement and work related to concrete before concrete is placed. This Subcontractor is responsible for removing all nails or other attachments from embeds when wrecking formwork.
- 38. <u>Anchorage for Embedded Items</u> This Subcontractor shall set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete.
- 39. Receiving Material Provided by Others This contractor shall receive, handle, inventory, inspect, protect, and be responsible for, once delivered, all materials furnished by others to be installed by this Subcontractor. WT shall be copied on all delivery tickets. This shall include but not be limited to all embeds and anchor bolts. Any repair or replacement due to failing to notify the Construction Manager, damage, loss of pieces, or negligence of this Subcontractor will be the responsibility of this Subcontractor.
- 40. Openings in Formwork for Other Trades This Subcontractor will provide openings in formwork to accommodate work for other trades. Determine size and location of openings and recesses from Subcontractors providing such items. Accurately place and support items built into forms. This Subcontractor must obtain written approval from the Construction Manager for openings not shown on the drawings.

- 41. <u>Concrete Pours</u> This Subcontractor shall notify the Construction Manager's project Superintendent a minimum of 72 hours prior to any pour.
- 42. <u>Placement</u> This Subcontractor shall furnish all labor, materials, tools, and requirement to transport the concrete materials to the point of placement, i.e., concrete pumps, wheelbarrows, buggies, etc.
- 43. <u>Manpower at Truck</u> This Subcontractor shall provide the necessary manpower required at the concrete pump and/or truck to coordinate the location of concrete trucks at the concrete pump and operation of the concrete chute.
- 44. <u>Cold or Hot Weather Considerations</u> This Subcontractor shall provide any requirements and provisions to accommodate hot or cold weather placement of the concrete within this Scope of Work.
- 45. <u>Finishes</u> The Subcontractor shall be responsible for maintaining finishing tolerances per Specifications including exposed to structure and trowel finishes. Float finishes see specification, also consolidate concrete surface by hand-floating if area is small or inaccessible to power units. Surfaces should be uniformly sloped toward drains where applicable. Surface should be a uniform, smooth, granular texture. Waterproofing Finish finish of surfaces to receive waterproofing will comply with preparation standards set forth in the applicable Specification or comply with manufacturers' specified instructions for application by product type.
- 46. <u>Curing</u> The Subcontractor shall cure all slabs on grade in a manner consistent with the Specifications. This includes providing all required curing blankets and a watering system for the duration of the curing process.
- 47. Control joint saw cutting Control joint saw cutting required by the Contract Documents shall be the responsibility of this Subcontractor. Control joints shall be made according to the contract documents. This Subcontractor shall ensure that the work area shall remain clean of dust, concrete waste, excess water, and any other debris caused by the saw cutting process.
- 48. <u>Task Lighting</u> Any task lighting required to ensure adequate working conditions is the responsibility of this Subcontractor. This includes the lights stands, lights, generators, power cords, and any other equipment to operate the lights.
- 49. <u>Truck</u> Subcontractor is aware of the constricted area, and that trucks will not be permitted to park in construction zone, unless dispensing concrete.
- 50. Existing Structures The Subcontractor shall make complete examination and survey of all existing adjacent structures, and roadways to determine all information necessary to design and erect the concrete formwork. This Subcontractor shall be responsible for repairing any damage to existing structures or roadways that result from executing this Scope of Work.
- 51. <u>Protection</u> Protect freshly placed concrete from premature drying and excessive cold or hot temperatures per the Contract Documents.
- 52. <u>Concrete Washout</u> This Subcontractor is responsible for providing or building a mobile concrete washout station, (preferably a movable dumpster) including regular maintenance and cleanout. This includes the removal there of once this scope of work has been completed.

MISC. STRUCTURAL STEEL

53. Scope of Work – It is the intent for this project that the Subcontractor performs all the work as scoped herein and as specified in the Project Manual and Contract Drawings. The technique used to install the steel will be the responsibility of the contractor. The techniques established shall allow for all requirements set forth in the Contract Documents. The Subcontractor will furnish all supervision, labor, material, rigging, equipment, tools, appliances, scaffolding, shoring, warrantees, guarantees, Professional Engineer stamps & calculations, and everything necessary for all structural steel and related materials in full compliance with the Contract Documents.

- 54. <u>Misc. Structural Steel</u> The Subcontractor shall detail, fabricate, furnish, and install all misc. structural steel as indicated on the Contract Documents. This shall include, but not be limited to, the following:
 - All tube steel, channels, I-beams, standoffs, gussets, stiffeners, bracing, lintels, shelf angle, angle, bent plate, pour stops, grating, etc.
 - All metal decking
 - All supports for any slab, deck, or roof openings
 - All interior and exterior curtain wall, window, and storefront support angles and tube steel
 - All support steel shown for curtain wall and skrim anchorage
 - All cantilevered steel
 - All sheer studs on metal decking
 - All bent plate, edge and corner angles
 - All anchor bolts & embeds
 - Steel Tube Handrail at Stair C (See 2/A-1.1a) with stainless steel eschutcheon(s)
 - Galvanized Steel Tube Guardrail at roof (See A-7.1a & A-7.2) including surface mount weighted pads
- 55. Embedded Materials It is the responsibility of this Subcontractor to coordinate with other Subcontractors the delivery and exchange of all embedded items for this project. With regards to column anchor bolts, this Subcontractor will provide all necessary anchors and layouts for the Concrete Subcontractor to install.
- 56. <u>Field Dimensions</u> The Subcontractor shall be responsible for verifying field dimensions as required for this scope of work. This includes field measurements of existing conditions and anchor bolt placement prior to commencement of work.
- 57. <u>Erection</u> The Subcontractor shall be responsible for all erection, and anything needed to safely and properly erect all materials. This includes, but is not limited to, all welding, bolts, studs, shims, plates, etc. necessary to erect a complete system. This Subcontractor will be responsible for a plumb and properly aligned the steel in accordance with the Contract Documents, including all necessary demolition and temporary shoring.
- 58. This subcontractor shall install adhesive anchors and wedge anchors into existing concrete where new steel (base plate, bent plate, etc.) are anchored to existing concrete. This subcontractor shall coordinate with the concrete trade to locate existing reinforcement with rebar detector to avoid cutting existing rebar when drilling for adhesive/wedge anchors.
- 59. <u>Deck Cleaning</u> This Subcontractor will clean all decking after installation before turning over to the following sub.
- 60. <u>Materials</u> This Subcontractor shall provide and install any and all necessary alignment items (shims, leveling plates, double nutting, etc.) to perform and complete this scope of work.
- 61. <u>Additional Task Lighting</u> Any task lighting required to ensure adequate working conditions is the responsibility of this Subcontractor. This includes light stands, lights, power cords, generator, and any other equipment to operate the lights.
- 62. Verification of Anchor Bolt / Embed Locations This Subcontractor shall be responsible for field verification of the locations for all anchor bolts and embeds necessary for the completion of work. Any minor modifications, i.e., slotted holes, necessary to complete the steel erection shall be performed at no additional cost to the Construction Manager. All costs associated with installing embeds after concrete pours that are a result of failure to coordinate with the Concrete Subcontractor shall be the responsibility of this Subcontractor. All modifications to the designed layout shall be reviewed and approved by the structural engineer.
- 63. <u>Touch-Up Painting</u> This Subcontractor shall supply and apply all paint required for touch-up painting of all structural steel, miscellaneous steel and metal deck.

- 64. Primer This Subcontractor shall be responsible for coordination with the fireproofing Subcontractor to insure the primer used on all fireproofed structural members is compatible with the fireproofing material. Primer must also be applied to exposed areas of embeds. Do not paint surfaces to be welded or connected with high-strength bolts in slip critical connections.
- 65. Welding All weld connections should comply with the Contract Documents for procedures, appearances and quality of welds, and methods used in correcting welding work. See the General Notes in the Contract Drawings for further requirements. Should this Subcontractors work delay all extensions of tower crane infrastructure and use will be paid for by this Subcontractor.
- 66. <u>Hoisting</u> This Subcontractor is responsible for all means necessary to hoist materials into place to complete all work specified in Contract Documents. This Subcontractor has included any and all necessary crane or lifts necessary for all hoisting and rigging for the misc. structural steel. With little site access, this Subcontractor will work with the Construction Manager to generate a hoisting plan that works with the available access on site.
- 67. Fire Watch This Subcontractor will provide a dedicated fire watch during all welding activities.
- 68. <u>Inspections</u> This Subcontractor shall be responsible for all inspections required by this scope of work. All cost associated with failed tests shall be the responsibility of this Subcontractor.
- 69. <u>Remedial Work</u> Subcontractor shall be responsible for furnishing all labor, materials and equipment to perform remedial work for all unacceptable steel not installed within acceptable tolerances.
- 70. <u>Penetrations</u> This Subcontractor will provide all the penetration support steel per the typical details for all misc. plumbing, mech, and electrical penetrations.

EARTHWORK, HARDSCAPE & LANDSCAPE

- 71. <u>Utility Locating</u> This subcontractor shall be responsible for utility locating by using both 811 and private utility locator. Coordinate with UK for locating campus utilities. This subcontractor must adhere to the Construction Manager's utility avoidance policy and must pothole when locating or excavating around existing utilities.
- 72. <u>Laydown Area</u> This subcontractor shall clear, grub and provide a DGA pad at the 141 Leader Ave laydown area. This subcontractor shall also provide temporary water and sewer connection to the CM construction trailer. All permits associated with these temporary taps will be included by this subcontractor.
- 73. Erosion Control This subcontractor shall provide all perimeter erosion control and as necessary to protect excavations for all utility work. This subcontractor shall provide any additional erosion control measures if the perimeter controls are not adequate to contain erosion caused by this scope of work. This subcontractor shall provide rubber erosion eels around the project perimeter as shown in the Logistic Plan. This subcontractor shall provide inlet protection at newly installed storm structures immediately after construction. This subcontractor shall remove all erosion control once permanent ground cover is established.
- 74. <u>Selective Site Demolition</u> This subcontractor shall be responsible for the following site demolition:
 - Sawcutting and removal of existing concrete sidewalks, walkways, pathways, etc. per the contract documents and logistics plan.
 - Removal of existing top soil and planting beds.
 - Removal and put back of sidewalks on east side of the building for electrical and fire protection runs. Extent of removal and put back as indicated in the Contract Documents.
- 75. Excavation This Subcontractor shall perform excavation to the depths and limits on the drawings and as specified herein. This Subcontractor will remove all existing top soil and replace with 8" of graded and compacted stone suitable for a temporary loading dock and staging area sub-base.
- 76. <u>Survey</u> Prior to construction, the Subcontractor will have the project site staked and certified by a surveyor who is licensed in the state of Kentucky. If discrepancies between actual lines and elevations exist, notify

- Construction Manager before proceeding with drilling activities. This Subcontractor shall be responsible for all surveying of the site so that this scope of work may be completed. This may require multiple surveys.
- 77. <u>Finished Grades</u> The Subcontractor is responsible for the importing/exporting of material to achieve the appropriate finish grades. This Subcontractor is also responsible for all slope protection required as per the OSHA Safety requirements.
- 78. Encountering Groundwater This Subcontractor shall provide dewatering of any groundwater if encountered during excavation and fill operations. The Subcontractor shall also be responsible for all temporary and permanent dewatering needed for construction.
- 79. Protection The Subcontractor shall coordinate and do his grading work in a way that protects existing grades, subgrades, and fills from surface water. All demucking and pumping of surface water from excavations, if necessary, is part of this work. Any site walls to remain should be protected by this Subcontractor. Document condition prior to protection being installed. This subcontractor shall protect existing steam vents through durations of project as directed by mechanical engineer.
- 80. Stockpile This Subcontractor will be responsible for all hauling off and hauling in materials needed to complete the necessary scope of work. Due to the limited size of the site, stockpiles shall not be allowed unless an individual exception is made at the sole discretion of the Construction Manager. This Subcontractor understands that as there is little to no staging area, all of the spoils will need to be removed from the project sight and has accounted for such.
- 81. Construction Entrances This subcontractor shall install new construction entrances per the logistics plan. This Subcontractor shall be responsible for the modification and repair of existing site entrance and mudmat as necessary to complete this scope of work. (Reference logistics plan for existing mudmat and entrance location.) This Subcontractor is to maintain control measures by mucking out and disposing of sediment as needed at said entrances. Removal and disposal of construction entrances at prior to backfilling and landscaping will be the responsibility of this subcontractor.
- 82. Site Conditions All other existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If Whiting-Turner is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. This includes any damage that could result from surface water. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 83. <u>Street Cleaning</u> The Subcontractor shall maintain a safe and clean environment of all streets and sidewalks as a result of this scope of work. This Subcontractor shall ensure that vehicles and/or equipment do not track mud, dirt or dust onto adjacent streets or sidewalks. Any mud, dirt, or dust tracked onto adjacent streets and sidewalks shall be cleaned up immediately.
- 84. This subcontractor must clean the permanent storm structures of any sediment at the conclusion of the project.
- 85. Any existing utility that is exposed during excavation but is intended to remain will be protected for the duration of excavation by this Subcontractor.
- 86. This subcontractor shall provide all utility service markers per the contract documents. This shall include any required for electrical and controls. Coordinate with 23A and 26A for locations
- 87. <u>Stone</u> This Subcontractor shall include all woven geofabric and 8" of stone at job site equipment and pedestrian pathways. (Reference logistics plan for site roads and pathways.) This subcontractor shall freshen up pathways with new stone as necessary, at a minimum of three times at the discretion of the construction manager.
- 88. <u>Temporary Water Connection</u> This subcontractor shall provide and install a temporary metered water connection for used during construction activities. This will be needed specifically by the deep foundations and

concrete trades so pipe sizing and volume requirements should be coordinated with said trades. All cost of temporary water usage shall be included by this subcontractor and paid either to UK or the utility company.

- 89. <u>Hardscape</u> This Subcontractor shall furnish and install all hardscape materials and components in strict compliance with the Contract Documents including but not limited to the following:
 - a) Sidewalks
 - b) Asphalt paving repair including all milling and repaving where impacted during construction
 - c) Replacing curb and gutter where impacted during construction
- 90. Concrete This Subcontractor shall provide all concrete material. This Subcontractor shall also include all equipment and labor to pump the concrete into place including associated clean up, transport concrete to the pouring area, wheelbarrow, buggies, and mobile pump. This includes a minimum of one man per truck when conducting pours. This Subcontractor shall coordinate with the Owner's testing agency as required per the Specifications; this includes, but is not limited to, providing proper cylinders, curing sheds, and test boxes per applicable ASTM sections or as needed. Any additional cylinder breaks requested by this Subcontractor will be paid for by this Subcontractor. In the event that a test should fail, this Subcontractor shall either remove and replace the represented work, or repair the represented area as directed by the Structural Engineer and Architect. All cost associated with additional testing and rework shall be the responsibility of this Subcontractor.
- 91. When pouring, subcontractor will notify the construction manager a minimum of 48 hours prior to any pour.
- 92. All related material to concrete such as curing compound; heated blankets, sealants, etc. are the responsibility of this subcontractor.
- 93. Saw-cutting Saw-cutting required by the Contract Documents shall be the responsibility of this Subcontractor. Construction joints shall be made according to the construction documents. This Subcontractor shall ensure that the work area shall remain clean of dust, concrete waste, excess water, and any other debris caused by the saw cutting process.
- 94. This Subcontractor is responsible for providing or building a concrete washout station, including regular maintenance and cleanout. This includes the removal there of once this scope of work has been completed.
- 95. Misc. Metals Furnish and install all miscellaneous metal items such as handrail and guardrail associated with hardscape and at the exterior entrances.
- 96. This subcontractor shall provide and install all control joints, expansions joints, water stops and joint sealants for hardscaping.
- 97. This subcontractor shall provide and install all base layers for hardscape to include geotextile filter fabric, stone, compacted washed stone, stone aggregate, DGA, etc.
- 98. This subcontractor shall provide and install all reinforcement as required for all hardscaping to include but not limited to the following: rebar, wire mesh, WWF, etc.
- 99. This subcontractor shall provide and install ADA ramps including detectable warning surface.
- 100.Sidewalk Allowance This Subcontractor has included a \$20,000 allowance for the removal and put back of sidewalk. This all allowance will be used at the direction of the Construction Manager, and will be used for any demolition and or put back of existing or new sidewalk at their discretion, above and beyond the noted sidewalks above. Any unused portion of this allowance will be returned to the Construction Manager upon direction.
- 101. <u>Landscape</u> This Subcontractor shall furnish and install ALL landscape materials and components shown or called out for in the Construction Documents including, but not limited to, filling materials, irrigation systems, drainage board, soil testing, plant selections, felt fabric, planting or top soil, bedding, plantings, mulches, composts, light weight planting medium, gravel or decorative rock, turf, sod, shrubs, trees, soil amendments,

- existing lawn re-conditioning, sub drainage, maintenance period, and all necessary materials for a comprehensive installation in strict compliance with the Contract Documents.
- 102. This subcontractor shall replace all sod, mulch and landscaping that has been disturbed.
- 103. Steel Edging This Subcontractor will furnish and install steeling edging around all planting beds and as shown in the contract documents.
- 104. <u>Layout</u> This Subcontractor shall provide all additional surveying, engineering, field dimensions, and layout as necessary to complete his work. The layout of this work shall be coordinated with the work of other trades. All work shall be laid out far enough in advance that any discrepancies or conflicts can be resolved without delaying the overall work. Any such discrepancies shall be reported to the Construction Manager in writing (requesting written clarification) prior to proceeding.
- 105. Return Site Laydown to Original Conditions This Subcontractor will put the site lay down back to it's original conditions as indicated in the Contract Documents. This includes, but is not limited to, removal of existing light pole bases, removal of gravel paving, add back of needed topsoil, grass seeding and turf, etc. as indicated in the Contract Documents.
- 106. Existing Soil Condition It is the responsibility of this Subcontractor to examine, test, and investigate the existing soil conditions to identify his materials source compliance.
- 107. Necessary Items for Completion The Subcontractor will provide all items necessary for a complete and total turnkey landscaping package, including compliance with requirements of the Contract Documents, applicable codes, and governing authorities.
- 108. Weather Subcontractor shall proceed with his work only when weather conditions will permit the materials to be installed in accordance with those recommendations.
- 109. <u>Surface Protection</u> Subcontractor is to provide the proper protection for the landscape varies layers including, filling materials, topsoil, planting medium, roots of trees, etc. It is the responsibility of this subcontractor to protect each of landscape layers from weather conditions, erosion, traffic abuse, etc.
- 110. <u>Maintenance</u> This Subcontractor will provide maintenance services for all landscaping work included in this scope of. This maintenance period shall begin upon the date of substantial completion.
- 111. Mobilizations This Subcontractor has included multiple mobilizations to complete this work.
- 112. <u>Trees</u> This Subcontractor shall provide and install all tree staking and gator bags as required by the contract documents.
- 113. Fertilizer This Subcontractor shall provide and install fertilizer and fertilizer tablets as required by the contract documents
- 114. Grading This subcontractor shall be responsible for fine grading and final grading for all landscaping areas.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 02A – Selective Demolition				
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities			
Purchasing Officer: Ken Scott	Purchasing Officer: Ken Scott			
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon			
This Proposal is submitted by:				
Date:	(NAME AND ADDRESS OF BIDDER)			
Telephone:				
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23			
CAPITAL CONSTRUCTION	BID OPENING DATES: FEBRUARY 28, 2023			
PROCUREMENT	TRADE CONTRACT DESCRIPTION:			
RM. 322 SERVICE BUILDING	Selective Demolition			
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: <u>02A</u>			
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.			
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepfurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in es, within the time set forth therein, and at the			
The Bidder hereby acknowledges receip	t of the following Addenda:			
ADDENDUM NO	DATED			
ADDENDUM NO	DATED			
ADDENDUM NO	DATED			
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)				

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM OF			
	(USE	WORDS)	
(USE WORDS)	_ DOLLARS AND _	(USE WORDS)	CENTS.
(\$(USE FIGURES))		
BID ALTERNATES			
Add Alternate No. 1: Controls in 19	996 Building		
FOR THE LUMP SUM OF			
	(USE	WORDS)	
(USE WORDS)	_ DOLLARS AND _	(USE WORDS)	CENTS.
(\$		_)	
(USE FIGURES	5)		

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 3: New Lab Va	acuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 4: Level 01 Lo		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$)	
(\$(USE FIGUR	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	_Woman-Owned Large Business
(02)	_Large Business	(07)	_Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(80)	_Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UN	IIT (COST PER UNIT
Foreman	HR	Ş	<u> </u>
Laborer	HR	Ş	S

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
projec	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this t. Below, please list the superintendent your firm will employ on this project. The successful Bidde required to furnish a resume of the superintendents' qualifications and or past projects.		
List the	e Superintendent's Name		
Revised	3/22/06		

TRADE CONTRACT - 02A - Selective Demolition

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 02A – Selective Demolition

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Selective Demolition scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that the Selective Demolition Subcontractor performs all the
 work as scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall
 furnish 100% supervision, labor, material, equipment, tools, appliances, warranties and guarantees, and
 everything necessary to selectively demolish, and prepare Sanders Brown for follow on renovation in full
 compliance with the Contract Documents.
- 2) PlanGrid License This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 3) Environmental Sensors This Subcontractor shall include \$28,400 in their price to include environmental sensors to monitor conditions inside the existing building during demolition and throughout construction. The construction manager will use these funds to procure the sensors and manage the service throughout the project.
- 4) Onboarding Service This subcontractor shall include \$9,000 in their price to include GoContractor onboarding software for the project. These funds will be used by the construction manager to procure the service.
- 5) <u>Logistics Plan</u> This subcontractor shall provide and install temporary floor, wall and cabinet protection as shown on pages 7, 8 & 9 of the logistics plan. This subcontractor shall also seal off all doors with plastic as noted on pages 7, 8 & 9 of the logistics plan.
- 6) Exterior Components Demo This Subcontractor shall demolish all existing exterior components as indicated in the Contract Drawings. This shall include but not be limited to the exterior precast, window systems, and any brick indicated in the Contract Documents. Foam Roofing demolition will be by others. See logistics plan for specific doors to remain during construction.
- 7) <u>Interior Components Demo</u> This Subcontractor shall demolish all interior components as indicated in the contract documents. This shall include but not be limited to all walls, saw cutting and removal of noted slab on grade areas saw cutting and removal of noted elevated slab openings, (coordinate with the MEP subcontractors for the full extents of slab cutting/removal as required by the BIM coordination model), remaining furniture,

and equipment, walk in cold rooms or freezers, and all noted MEP systems. Electrical and water will be shut off and isolated by others. This Subcontractor will work with the MEP Subcontractors to identify and protect any and all isolation points.

- 8) Remaining MEP Demo This Subcontractor shall demolish existing MEP utilities under basement flooring and demo all other MEP items remaining in building as indicated in the Contract Drawings.
- 9) <u>Hazardous Materials</u> All known Asbestos Containing Materials (ACM) were removed by the Owner. Should any hazardous material be encountered during this phase of demolition, it will be treated as a change order condition.
- 10) <u>Misc. Manpower</u> This Subcontractor has provided an additional 200 labor hours for additional demolition that is above-and-beyond what is required for this scope of work to be identified and directed by the Construction Manager. Any unused labor will be credited back to the Construction Manager at any time.
- 11) <u>Disposal</u> This Subcontractor shall provide a means of disposal for all demolished materials within this scope of work. Trash chutes will be allowed for removal work on Levels 2 & 3 only. Any trash chutes are to be coordinated with the Construction Manager prior to delivery and set up. This Subcontractor will work with the Construction Manager to coordinate dumpster and trash chute placement, including any requested adjustments or relocations by the Construction Manager.
- 12) Hoisting This Subcontractor has included all means for hoisting and removal of the exterior skin.
- 13) <u>Lane Closure</u> This subcontractor shall be responsible for the cost of overnight lane closures on Limestone in order to remove precast panels from the existing face of the Sander-Brown building.
- 14) <u>Shoring</u> This Subcontractor shall coordinate with the Masonry Subcontractor for building shoring prior to demo of any masonry. This Subcontractor shall also provide and maintain any necessary temporary shoring as indicated in the Contract Documents.
- 15) <u>Coordination</u> The Subcontractor acknowledges that portions of this Subcontractor's scope of work are to be completed in conjunction with work by others and agrees to all coordination and sequencing as required. All demolition activities that could affect nearby occupied buildings must be cleared with the Construction Manager one week in advance. All deliveries must be coordinated with the Construction Manager in advance of the delivery.
- 16) Protection of Rooms 214 & 220 This Subcontractor will diligently and aggressively protect Rooms 214 & 220 on Level 2 including any electrical or MEP feeds to the room. This room is to remain functional and in service, without interruption, for the entirety of the project. Prior to any demolition on Level 2, this Subcontractor will work with the MEP Subcontractors to identify, trace, and protect the existing electrical, mechanical, and plumbing feeds to this room. During demolition operations, this Subcontractor will ensure protection of the same from ongoing work. Should the room or the room's feeds be interrupted by work performed by this Subcontractor, all costs required to bring it immediately back into service by this Subcontractor or the Construction Manager will be borne by this Subcontractor.
- 17) Fall Protection At any opening created by this Subcontractor that creates a fall hazard greater than 4ft, this Subcontractor shall provide a permanent means of fall protection which meets all OSHA and Whiting-Turner fall protection standards. This includes, but is not limited to, installing fall protection at all shafts and building openings with orange netting for visibility. All openings will include one embedded anchor with a tie off retractable lanyard, along the perimeter of Level 2 and 3, an embedded anchor with a tie off retractable lanyard will be located at each column line prior to the removal of skin. Perimeter lanyards do not eliminate this Subcontractor's responsibility to build and maintain OSHA rated perimeter handrails. All retractable lanyards will be installed in order to allow construction of planned walls without being relocated. All retractable lanyards will remain in place until the fall hazard has been eliminated. Retractable lanyards to be new and maintained in good working condition or replaced as needed.

- 18) Out of Sequence Work This Subcontractor agrees and understands that some work may be required to be performed out of sequence to facilitate the construction schedule. This will include, at a minimum, three mobilizations to perform selective demolition.
- 19) Protection This Subcontractor shall take measures required to protect existing structures during all work performed. This Subcontractor is to provide dust control measures and public safety mechanisms to be adequate to owner's standards for the University of Kentucky's campus. All protective measures are to be outlined in Subcontractor's site plan and schedule to be given to Whiting-Turner Construction Manager prior to any work beginning. This subcontractor shall protect the bottom 2' of the round concrete columns at Level 1 exterior. This subcontractor shall use impact board or similar.
- 20) <u>Protection of Materials</u> This Subcontractor is responsible for the protection of adjacent materials and finishes products prior to starting work as well as of the work installed by this Subcontractor. Damage to adjacent surfaces or finish products will be repaired or replaced by this Subcontractor at no additional cost to the Owner or Construction Manager.
- 21) <u>Break Area</u> This Subcontractor shall provide a communal break area for the project. All items will become property of the owner at the conclusion of the project. This shall include providing and setup of the following:
 - a) 6x Commercial outdoor fans Tornado 24 Inch or similar https://www.amazon.com/Tornado-Circulator-Industrial-Commercial-Residential/dp/B07DVPWG6L/ref=sr-1 9?dchild=1&keywords=outdoor+fans&qid=1626131257&sr=8-9
 - b) 5x 6ft plastic folding table
 - c) 20x plastic folding chairs
 - d) 5x 75ft Masterplug Cord Storage Reel or similar <u>Amazon.com: Masterplug OLP751512G4SLU-US OTMP501512G4SL-US Cord Storage Reel, Grey/Green, 75 Ft : Everything Else</u>
 - e) 2x TRINITY PRO Black 4-Tier Rolling Steel Wire Garage Shelving Unit or similar TRINITY PRO Black 4-Tier Rolling Steel Wire Garage Storage Shelving Unit (48 in. W x 77 in. H x 24 in. D) TBFPBA-0925 The Home Depot
- 22) <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 23) Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.
 - a) Add Alternate #2 This subcontractor shall demo exterior wall opening for new louver for consolidated generator.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 04A – MASONRY REPAIR			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: Ken Scott	_		
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon		
This Proposal is submitted by:			
Date:	(NAME AND ADDRESS OF BIDDER)		
Telephone:			
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23		
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING 411 SOUTH LIMESTONE	Masonry Repair TRADE CONTRACT NO.: 04A		
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.		
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in its, within the time set forth therein, and at the		
The Bidder hereby acknowledges receip	ot of the following Addenda:		
ADDENDUM NO	DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO	_ DATED		
(Insert the number and date of any Adde issued and received, the word NONE sh	enda issued and received. If none has been would be inserted.)		

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM	VI OF	
	(USE WORDS)	
(USE WORDS)	DOLLARS AND(USE WORK	
(\$(L	USE FIGURES)	
BID ALTERNATES		
Add Alternate No. 1:	Controls in 1996 Building	
FOR THE LUMP SUM		
	(USE WORDS)	
(USE WORDS)	DOLLARS AND(USE WORK	
(\$)	
(L	USE FIGURES)	

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND (USE WOR	CENTS.
(USE WORDS)	(USE WOR	RDS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 3: New Lab Va	acuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	RDS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 4: Level 01 Lo		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	RDS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)Small Business	(06)Woman-Owned Large Business
(02)Large Business	(07)Disadvantaged Woman-Owned Small Business
(03)Disadvantaged Small Business	(08)Disadvantaged Woman-Owned Large Business
(04)Disadvantaged Large Business	(09)Other
(05) Woman-Owned Small Business	

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Mason	HR	\$
Laborer	HR	\$
Foreman	HR	\$
Masonry Repointing	SF	\$
Repair of Cracks with Grout Injection (Linear Inch)	LI	\$
Installation of New Stone Patches (Square Inch)	SI	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.		
List the	e Superintendent's Name		
Revised 3	3/22/06		

TRADE CONTRACT - 04A - MASONRY REPAIR

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

Unit 04A – Masonry Repair

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Masonry scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> Contract Documents as they pertain to this Unit of Work.

- Scope of Work This Subcontractor is responsible for all the work as scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% supervision, labor, material, accessories, equipment, tools, shop drawings, submittals, layout, unloading, appliances, rigging, ladders, hoisting, scaffolding, transportation, taxes, warranties and guarantees, and everything necessary to completely clean and repair all masonry in full compliance with the Contract Documents.
- 2. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 3. <u>Protection</u> The Subcontractor shall take measures required to protect existing structures during installation of its work. The Subcontractor is also to clean spillage and soilage from adjacent surfaces using cleaning agents and procedures recommended by the manufacturer of the surface. The Subcontractor shall be responsible for and shall clean or repair any damage to existing structures that is related to this scope of work.
- 4. <u>Hoisting & Scaffolding</u> All hoisting and scaffolding necessary for the work is to be furnished by this Subcontractor and has been included in the Trade Contract amount. This includes but is not limited to any scaffolding, stairs, hoists, lifts, climbing towers, or center mast climbing platforms.
- 5. Patching This Subcontractor shall provide an allowance of \$10,000 for masonry patching that is above-and-beyond what is required for this scope. At any time during the project the Construction Manager may elect to use any unspent portion of this allowance for other added items within this Scope of Work. Also, any unspent portion of this allowance may be returned to the Construction Manager at any time during the project. This allowance does not alleviate this Subcontractor from any of their contractual requirements spelled out in the Contract Documents or their contractual requirements spelled out in this Subcontract. This allowance cannot be spent without written authorization from the Construction Manager. Any unspent portion of this allowance will be returned at the end of the project via a Subcontract change order.
- 6. <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations

throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.

- 7. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.
 - Alternate #2 Install L2 Lintel (including grout above lintel) in masonry wall opening and grout jambs solid. Tooth in masonry at ends as required. Reframe block and face brick above lintel. Brace existing CMU to concrete deck above.
- 8. <u>Façade Cleaning</u> This Subcontractor shall clean all masonry, EFIS and precast, new and existing, as indicated in the Contract Documents.
- 9. Masonry Repair This Subcontractor shall inspect, document, and repair all masonry and masonry joints as indicated in the contract documents. This Subcontractor acknowledges that they have had opportunities to visually inspect the condition of the existing masonry prior to submitting the bid. This Subcontractor shall furnish and install all necessary materials for a comprehensive façade restoration in strict compliance with the Contract Documents. This shall include but not be limited to repointing, cleaning all existing brick and investigating all existing steel lintels, notifying the Construction Manager of which lintels require replacement. This subcontractor shall saw cut and repoint brick joint to allow for installation of preformed silicone flashing by 08B as shown on 5/A-8.8
- 10. Stone Repair This subcontractor shall repoint existing stone wall as necessary per the contract documents.
- 11. Receiving Material Provided by Others This Subcontractor shall receive, handle, inventory, inspect, protect, and be responsible for, once delivered, all materials furnished by others to be installed by this Subcontractor. WT shall be copied on all delivery tickets. This shall include but not be limited to all HM door frames located in masonry walls, loose lintels, etc. Any repair or replacement due to: failing to notify the Construction Manager, damage, loss of pieces, or negligence of this Subcontractor will be the responsibility of this Subcontractor.
- 12. <u>Accessories</u> Subcontractor shall furnish and install all accessories required for the masonry work including, but not limited to in wall reinforcing material, anchors, masonry wall ties, rigid and loose insulation, flashing, masonry lintels, grout, and control joint fillers. This Subcontractor is responsible for buttering with caulk all fasteners penetrating waterproofing as well as patching any air vapor barriers.
- 13. <u>Materials</u> This Subcontractor shall clean and protect all masonry cladding before installation and per the Specifications. Also, provide in-progress cleaning and final cleaning per the Contract Documents. Stockpiling and storage of material on site will be prohibited.
- 14. Openings & Block Outs This Subcontractor shall coordinate and provide any openings in masonry partitions required by other trades including all precast concrete header, lintel blocks, lintels, or sills as necessary. Subcontractor shall coordinate with the Mechanical and Electrical Subcontractors for pipes, conduits, and other related items embedded in or concealed in masonry walls and shall be responsible for all costs of remedial work of walls constructed without such provisions due to lack of coordination by this Subcontractor. Subcontractor shall install architectural, structural, and mechanical items as furnished by others that are required to be embedded in the masonry walls.
- 15. Sawcutting The Subcontractor shall wet-saw-cut all masonry requiring cuts.
- 16. <u>Special Construction</u> This Subcontractor shall be responsible for any special masonry units or shapes that may be required for the work. Subcontractor shall furnish and install all materials that may be required to comply

with all details and specifications, including such items as weeps, grouting full all cells of masonry work as required, and other items where area practice indicates work is to be done by a mason, including for the install of cladding materials.

- 17. <u>Door frame Installation</u> Hollow metal door frames in masonry walls will be set and grouted by this Subcontractor. This Subcontractor will lay-out the frame locations and shall take all necessary precautions to assure that the frames remain true, plumb, and square during the construction of the masonry work. This Subcontractor shall fill all frames with grout as required by the Contract Documents.
- 18. Clean up during work Subcontractor shall final clean, dress and stiff broom all finished wall surfaces on a periodic basis, including the removal of all mortar spillages and slopping from the walls, floors, and other adjacent work of other trades. Subcontractor shall patch or point any deficiencies or chips in the work at this time. This process shall not be delayed until the end of the work but shall be done at the completion of each wall and prior to the time scaffolding is relocated, and if the Subcontractor must leave the job for an extended period of time, all work installed to that date must be cleaned prior to leaving. Chipped or damaged masonry are not to be used in finished areas. Finish of surfaces will comply with preparation standards set forth in the applicable Specification or comply with manufacturers' specified instructions for application by product type.
- 19. <u>Sand Mix</u> This Subcontractor is responsible for placing the sand to be used for mortar in locations coordinated with the Construction Manager and is responsible for the removal of all unused or contaminated sand from the building site.
- 20. <u>Cold or Hot Weather Considerations</u> This Subcontractor shall provide any requirements and provisions to accommodate hot or cold weather placement of the CMU & brick per the Specifications.
- 21. Bracing This Subcontractor shall be responsible for all bracing of walls, that may be necessary to prevent damage to same during the construction period, and for the replacement or rebuilding of any walls not so braced. This Subcontractor shall not install unbraced walls higher than allowed by all applicable codes without bringing this to the attention of the Construction Manager in writing and shall only proceed further upon the written directive of the Construction Manager. Any damage or extra costs incurred from the construction of such work not brought to the specific attention of the Construction Manager shall be the responsibility of this Subcontractor.
- 22. Envelope Commissioning Provide envelope commissioning support including but not limited to the following:
 - Completion of envelope commissioning documentation
 - Attendance in envelope commissioning meetings when directed by The Construction Manager.
 - Onsite support to resolve any envelope commissioning issues with your installed work.
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to access your work.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 06A – Millwork			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: Ken Scott	_		
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon		
This Proposal is submitted by:	(NAME AND ADDRESS OF BIDDER)		
Date:			
Telephone:			
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23		
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING	Millwork		
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 06A		
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.		
The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.			
The Bidder hereby acknowledges receip	ot of the following Addenda:		
ADDENDUM NO	_ DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO DATED			
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)			

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

EOD THE LUMB SUM OF

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

LOK THE FOME 20			
	(USE V	VORDS)	
(USE WORDS)	DOLLARS AND	(USE WORDS)	_CENTS.
(\$	(USE FIGURES)	_)	
BID ALTERNATES			
Add Alternate No. 1	Controls in 1996 Building		
FOR THE LUMP SI		VORDS)	
(USE WORDS)	DOLLARS AND	(USE WORDS)	_CENTS.
(\$	(USE FIGURES)	_)	

Add Alternate No. 2: Consolidate	d Generators	
FOR THE LUMP SUM OF	(USE WORDS)	
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGURI)	
(USE FIGURI	ES)	
Add Alternate No. 3: New Lab Va	cuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
		DS)
(\$(USE FIGURE)	
(USE FIGURI	ES)	
Add Alternate No. 4: Level 01 Lol		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND	CENTS.
(USE WORDS)	DOLLARS AND(USE WOR	DS)
(\$)	
(\$(USE FIGURI	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	_Woman-Owned Large Business
(02)	_Large Business	(07)	_Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(80)	_Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Foreman	HR	\$
Laborer	HR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
projec	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this t. Below, please list the superintendent your firm will employ on this project. The successful Bidde required to furnish a resume of the superintendents' qualifications and or past projects.		
List the	e Superintendent's Name		
Revised	3/22/06		

TRADE CONTRACT - 06A - Millwork

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

Millwork as specified in Contract Documents.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u>

<u>Contract Documents</u> as they pertain to this Unit of Work.

- 1. Scope of Work It is the intent for this project that the Millwork Subcontractor supplies all materials as scoped herein and as specified in the and Contract Documents. This Subcontractor shall furnish 100% supervision, labor, material, equipment, tools, ladders, lifts, appliances, warranties and guarantees, and everything necessary to completely detail, fabricate, finish, deliver F.O.B. to jobsite, furnish and install all of the required millwork and architectural woodwork in full compliance with the Contract Documents.
- 2. Specific Scope This includes, but is not limited to, interior millwork, countertops, restroom counter tops, solid surfaces, reception desks, supports, architectural woodwork furring, blocking, shims, any required misc. steel supports, and hanging strips for installing woodwork and millwork items unless concealed within other construction before woodwork installation. Interior paneling & trim, window trims, mill work cabinets, lavatory tops, display niches, wall trim, wood handrail, exposed wood blocking, varnishes, clear wood finishes, staining, solid surfaces, plastic laminate work, shop drawings, and wood blocking drawings are all supplied and installed by this Subcontractor.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. <u>Plastic Laminate Work</u> This Subcontractor shall furnish and install all base cabinets, wall cabinets, wall shelving, lockers (including all hardware) counter tops, closet and utility shelving, desktops, and any other millwork associated with architectural woodwork.
- 5. <u>Solid Wood Surfaces</u> This Subcontractor shall furnish and install interior and standing running trim, interior frames and jambs, flush wood panels, wood cabinets, millwork doors, shop finishes for interior woodwork and any other custom finish carpentry as shown in the Contract Documents.
- 6. <u>Solid Stone Surfaces</u> This Subcontractor shall furnish and install all solid surface sills, table & counter tops, tables, bathroom sinks with integral trough drain, and any other item depicted in the Contract Documents as solid surface.

- 7. Medium Density Fiberboard (MDF) The Subcontractor shall furnish and install all MDF shown throughout details, and in all recessed locations for equipment which is N.I.C.
- 8. <u>Steel Supports</u> This subcontractor shall provide and install steel support angles as necessary to support restroom countertops and sinks and stainless steel angle countertop support bracket as shown in detail 12/A-5.2.
- 9. <u>Blocking</u> This Subcontractor will provide blocking drawings, complete with top & bottom elevations and wall layout dimensions, which are pertinent to this work, to the Construction Manager in advance of the framing installation. In-wall blocking will be installed by others. Any blocking that is missed as a result of this Subcontractor's incomplete or undelivered blocking drawings will be the sole responsibility of this Subcontractor.
- Exposed Blocking This Subcontractor shall be responsible for all exposed blocking associated with this scope of work.
- 11. <u>Caulking</u> This Subcontractor shall be responsible for all caulking necessary to complete this scope of work. This Subcontractor shall be responsible for caulking all transitions to other materials. This includes but is not limited to backsplashes, gaps between millwork, solid surfaces, P-lam, and walls, gaps at the base of these items, and non-painted wood and millwork to adjacent surfaces.
- 12. <u>Adjusting & Cleaning</u> This Subcontractor shall provide all final adjustments, cleaning, and instruction related to this Subcontractor's scope of work. Final adjustments of all hinges and doors associated with this scope of work shall be the responsibility of this Subcontractor.
- 13. <u>Temporary Protection</u> This Subcontractor has included temp protection, in the form of "Ram Board", or approved equal by the Construction Manager, type plastic or other water resistant covering, approved by the Construction Manager, for all counter tops, wall panels, and millwork. This temp protection will be installed as installation progresses and as agreed to with the Construction Manager. Temp protection will be removed by others.
- 14. Coordination This Subcontractor shall provide coordination with all Subcontractors related to this scope of work including, but not limited to the following Subcontractors: casework, electrical, mechanical, security, masonry, flooring, drywall, and painting. The Subcontractor acknowledges that portions of this scope of work are to be installed in conjunction with work by others and agrees to all coordination and sequencing as required. This Subcontractor shall attend weekly coordination meetings.
- 15. <u>Field Measurements</u> This Subcontractor shall field verify all locations of installation for the material in this scope of work. Components that cannot be field verified shall be capable of being adjusted during installation.
- 16. <u>Additional Task Lighting</u> Any task lighting required to ensure adequate working conditions is the responsibility of this Subcontractor. This includes the lights stands, lights, power cords, and any other equipment to operate the lights.
- 17. <u>Items installed in millwork</u> This Subcontractor shall be responsible for making cut outs for other Trades whose materials are to be installed into the millwork. This shall include, but not be limited to, lighting, electrical, plumbing, grommets, locks, and all other items to be installed in the millwork once it is delivered to the site. This subcontractor shall be responsible for undermounting of sinks provided by others including drilling and anchoring clips into underside of countertop.
- 18. <u>Damaged Products</u> It shall be the responsibility of this Subcontractor to notify the Construction Manager of any materials that are damaged during the processes of construction. This Subcontractor shall be responsible for all minor touch up associated with this scope of work.
- 19. <u>Installed Floors Protection</u> This Subcontractor realizes that the floors will be installed prior to the millwork installation. This Subcontractor shall be responsible for the removal of all floor protection necessary for this scope of work. This Subcontractor shall be responsible for protecting all floor areas in which protection has

been removed due to installation of millwork. If additional floor protection has been removed for the installation of millwork, it is the responsibility of this contractor to re-install floor protection in the unprotected areas. This Subcontractor shall be responsible for cost associated with damages to the flooring caused by the millwork installation.

- 20. <u>Craftsmanship</u> Subcontractor understands that the exposed elements of the work performed under this Subcontract are an integral part of the finished product and will install all such items in a manner clearly indicative of the best trade practices possible. Any items installed in a manner not representing the best workmanship possible shall be reworked until they meet with the approval of the Construction Manager, Owner, or Design Team.
- 21. <u>Traffic Control</u> This Subcontractor will provide a flagmen with stop signs and appropriate training to assist and manage traffic flow, for haul trucks to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 22. Add Alternates This subcontractor shall review all four alternates as listed in specification section 012300 and as shown in the contract documents. This subcontractor shall provide alternate pricing for each alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 07A – FOAM ROOFING			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	Sanders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: <u>Ken Scott</u>	_		
	shall be followed exactly in submitting a st, an additional copy will be furnished upon Contract Documents.		
This Proposal is submitted by:			
Date:	(NAME AND ADDRESS OF BIDDER)		
Telephone:			
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23		
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING 411 SOUTH LIMESTONE	Foam Roofing TRADE CONTRACT NO.: 07A		
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.		
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prefurnish all labor, materials, supplies and	itation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in ts, within the time set forth therein, and at the		
The Bidder hereby acknowledges receip	ot of the following Addenda:		
ADDENDUM NO	DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO	DATED		
(Insert the number and date of any Add	enda issued and received. If none has been		
issued and received, the word NONE sh	nould be inserted.)		

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM OF				
	(USE WORDS)			
(USE WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.	
(\$(USE FIGUR	ES))		
BID ALTERNATES				
Add Alternate No. 1: Controls in 1	1996 Building			
FOR THE LUMP SUM OF				
	(USE	WORDS)		
(USE WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.	
(\$)		
(USE FIGURE	ES)			

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 3: New Lab Va	acuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 4: Level 01 Lo		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$)	
(\$(USE FIGUR	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	_Woman-Owned Large Business
(02)	_Large Business	(07)	_Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(80)	_Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
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- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.

questionnaire is available upon request to all Bidders.

5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
INSTALLER	HR	\$
FOREMAN	HR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors
2.	Minority and Women Material Suppliers
SUPE	RINTENDENT
projec	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this t. Below, please list the superintendent your firm will employ on this project. The successful Bidde required to furnish a resume of the superintendents' qualifications and or past projects.
List the	e Superintendent's Name
Revised	3/22/06

TRADE CONTRACT - 07A - FOAM ROOFING

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

Unit 07A – Foam Roofing

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

Foam Roofing, Sheet Metal Flashing and Trim, Roof Specialties, and Roof Accessories as specified in Contract Documents.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- 1. Scope of Work It is the intent for this project is that this Subcontractor performs all works scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. Sanders Brown is split between the 1979 portion of the building and the 1996 portion of the building. This scope only applies to the 1979 portion of the building.
- 2. <u>PlanGrid License</u> Include all necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 3. Quality Control This Subcontractor shall respond both in regard to corrective action and with written notification to the Construction Manager of Quality Control Reports that are noted as being deficient. Corrective action and written notification is required within 48 hours of issuance of the deficient Quality Control Report, unless the deficiency requires a more rapid response which would make the needed corrections to be made within 24 hours of issuance of the report. Issued QC Reports will show the required time to correct any deficiencies. Any delays and cost caused to other Subcontractors who are directly associated to a lack of response to a deficient QC Report by this Subcontractor will be the responsibility of this Subcontractor. If no response is given, payment may be withheld until corrections are made. See project specific quality management plan for full QC requirements.
- 4. <u>Protection of Materials</u> This Subcontractor is responsible for the protection of adjacent materials and finishes products prior to starting work as well as of the work installed by this Subcontractor. Damage to adjacent surfaces or finish products will be repaired or replaced by this Subcontractor at no additional cost to the Owner or Construction Manager.
- 5. Remedial Work This Subcontractor shall be responsible for furnishing all labor, materials and equipment to perform remedial work for all unacceptable work not installed within acceptable tolerances as described in the specifications. This work includes but is not limited to all removal and replacement as required to

- remedy all deficiencies as a result of this Subcontractor's work. The Subcontractor shall also be responsible for any damages prior to inspection and acceptance by the Construction Manager, Engineers, and Owner.
- 6. Traffic Control This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 7. Water Damaged Existing Roofing Sanders Brown is split between the 1979 portion of the building and the 1996 portion of the building. This scope only applies to the 1979 portion of the building. This Subcontractor will review the contract documents and replace any and all known water damaged existing foam roofing. This includes demolition, cleanup, and installation and tie in of new foam roofing in the locations noted in the inspection report as well as in the Contract Documents.
- 8. Foam Roofing Sanders Brown is split between the 1979 portion of the building and the 1996 portion of the building. This scope only applies to the 1979 portion of the building. This Subcontractor shall provide and install all materials and accessories related to the new foam roofing system as shown in the Contract Documents. This shall include but not be limited to all roof membranes, foam roof coatings, insulation, screws, adhesives, membranes, flashings, coping, blocking, etc. for a complete and turnkey installation.
- 9. Miscellaneous Scope This Subcontractor shall be responsible for the miscellaneous scope items related to roofing to include the following:
 - Provide temporary weatherproofing for roofing where necessary and or where indicated in the Contract Documents.
 - Install caps and provide flashing for vents.
 - This Subcontractor shall provide and install cover flashing over parapet expansion joints
 - All blocking on top of roof sheathing and on top of parapets shall be the responsibility of this Subcontractor.
 - Provide and install all roof expansion joints as indicated in the Contract Documents.
 - All roof coping as shown in the contract documents for the 1979 portion of the building.
- 10. Tie-off This Subcontractor shall tie-off 100% of the time while performing this scope of work.
- 11. Weather This Subcontractor will not remove or open any existing foam roofing except what can be replaced prior to inclement weather. No areas will remain open overnight.
- 12. Prepare substrate surface according to the roofing manufacturer's written instructions. A representative from this Subcontractor will be required to be present to verify, examine, and document substrate conditions prior to roof installation.
- 13. Apply and Install roof layers of foam and tapered insulation, etc. so as to provide positive flow based on roof drains locations and elevations.
- 14. Field tests will be conducted by this Subcontractor according to the applicable construction documents requirements.
- 15. This Subcontractor is responsible of conducting a proper coordination with the MEP roof activities to ensure complete installation of equipment curbs and drains prior to roofing is started.
- 16. Provide and install all flashing, cone flashing, coping, sealants, and termination details to ensure a watertight assembly of parapets, vents, dunnage, clamping ring, all pipes, roof drains, guy wires, and all other MEP penetrations for a complete roof system.

- 17. Deliver material on site in original sealed package marked with manufacturer's name or brand, and the UL label as indicated in the project specifications. This Subcontractor may be required to provide a crane to hoist material onto roof. This Subcontracting shall include all means and methods for hoisting and coordinate with the construction manager for timing and staging of lifts.
- 18. Proceed with roof installation when forecasted weather conditions allow for a proper application according to the manufacturer's written instructions and warranty requirements. This Subcontractor will make sure, prior to finishing work on any given day, regardless of the reason, that all installed and stored materials are properly covered and protected from inclement weather as well as weighted down to keep materials from being damaged or blown by wind.
- 19. Store material in a proper condition throughout the project as per manufacturer recommendations. This Subcontractor will adhere to the requirements set forth in the Contract Documents related to storage and handling.
- 20. Comply with the quality assurance requirements including but not limited to manufacturer and installer qualification letters, licenses, certifications, safety, and accreditations.
- 21. This Subcontractor has included all blocking required for this work, including any and all coping blocking, plywood, etc.
- 22. Provide and install roof hatch with a safety railing system and ladder assist post from the suppliers that complies with the project specifications.
- 23. This Subcontractor will provide and install a complete roof coping system at the building parapets, in accordance with the Contract Documents. This includes but is not limited to: all required sealants, metal coping, flashing, expansion and control joints, cover pieces, end dams and corner pieces, fasteners, clips, cleats, accessories, etc. for a complete water tight system.
- 24. This Subcontractor is responsible to daily cover and/or barricade any roof openings, or fall hazards created by this scope of work.
- 25. Clean roof surfaces properly after installation and before the final completion of the project. Remove all stickers on the aluminum metal coping surfaces. Include the cost of remobilization for final cleaning.
- 26. <u>Metal Flashing</u> This Subcontractor shall furnish and install all pre-finished aluminum flashing and trim related to the roofing system indicated in the Contract Documents.
- 27. Envelope Commissioning Provide envelope commissioning support including but not limited to the following:
 - Completion of envelope commissioning documentation
 - Attendance in envelope commissioning meetings when directed by The Construction Manager.
 - Onsite support to resolve any envelope commissioning issues with your installed work.
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to access your work.
- 28. Add Alternates This subcontractor shall review all four alternates as listed in specification section 012300 and as shown in the contract documents. This subcontractor shall provide alternate pricing for each alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 07B – Waterproofing & Caulking				
Project No. <u>2571.0</u> Project Title: <u>Improve Sanders-Brown Center on Aging/Neuroscience Facilities</u>				
Purchasing Officer: Ken Scott				
NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.				
This Proposal is submitted by:				
Date:	(NAME AND ADDRESS OF BIDDER)			
Telephone:				
TO: BID CLERK	INVITATION TO BID: <u>CCK-2689-23</u>			
UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT RM. 322 SERVICE BUILDING 411 SOUTH LIMESTONE LEXINGTON, KY 40506-0005	BID OPENING DATES: February 28, 2023 TRADE CONTRACT DESCRIPTION: Waterproofing & Caulking TRADE CONTRACT NO.: _07B TIME: 3:00 P.M. E.D.T.			
The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.				
The Bidder hereby acknowledges recei	pt of the following Addenda:			
ADDENDUM NO	DATED			
ADDENDUM NO	DATED			
ADDENDUM NO	DATED			
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)				

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY	TITLE
PRINT NAME	FIRM
ADDRESS	PHONE ()
	FAX ()

ZIP CODE

CITY STATE

DATE

Contractor Report of Prior Violations of

Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

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The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM	OF	
	(USE WORDS)
(USE WORDS)	DOLLARS AND(USE \	CENTS.
(\$(US	SE FIGURES)	
BID ALTERNATES		
Add Alternate No. 1: Co	ntrols in 1996 Building	
FOR THE LUMP SUM		
	(USE WORDS	h)
(USE WORDS)	DOLLARS AND	CENTS.
(USE WORDS)	(OSE)	WORDS)
(\$	SE FIGURES)	
(,	

Add Alternate No. 2: Consolidated			
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND	(USE WORDS)	_CENTS.
(\$(USE FIGURE			
(USE FIGURE	5)		
Add Alternate No. 3: New Lab Vac		_	
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		
Add Alternate No. 4: Level 01 Lob			
FOR THE LUMP SUM OF			
FOR THE LUMP SUM OF	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		

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(03)	_Disadvantaged Small Business	(08)	
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

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- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Installer	HR	\$
Foreman	HR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors
2.	Minority and Women Material Suppliers
SUPEI	RINTENDENT
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.
List the	e Superintendent's Name

Revised 3/22/06

TRADE CONTRACT - 07B - Waterproofing

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 07B – Waterproofing & Caulking

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Waterproofing & Caulking scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor performs all work scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, hauling, rigging, temp. shoring, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein
- 2. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 3. <u>Joint Sealers/Sealants</u> This Contractor shall furnish and install all joint sealants to dissimilar materials and all necessary materials for a comprehensive installation in strict compliance with the contract documents. All provisions required for this unit of work are applicable to this work. The Subcontractor shall exclude all hardscaping sealant, and all joint sealant to similar materials. Examples of responsibility are as follows, but are not limited to:
 - Gypsum Sheathing to Adjacent
 - Concrete to Adjacent
 - Metal Panel to Adjacent
 - Window/Curtain Wall to Adjacent
 - CMU, Brick or Stone to Adjacent
 - Steel to Adjacent
 - Remove sealant at existing window/louver/door opening perimeter and apply new sealant.
 - Remove existing sealant at brick control joints and relief angle and apply new sealant.

- 4. <u>Air and Vapor Barrier</u> This Contractor shall furnish and install all Fluid-Applied Air and Vapor Barrier for a comprehensive installation in strict compliance with the contract documents on all exterior sheathing. This shall apply to all substrates behind all skin types.
- 5. <u>Below Grade Waterproofing</u> This subcontractor shall provide below grade waterproofing/bituminous dampproofing at locations where new concrete stem wall is below grade. Coordinate with site plan and terminate waterproofing so that no waterproofing is visible above grade.
- 6. <u>Elastomeric Coating</u> This subcontractor shall apply elastomeric coatings per the contract documents. This shall include but not be limited to, at exposed precast concrete panels and at bases of exterior columns.
- 7. <u>Mockup</u> This Subcontractor shall furnish and install Joint Sealants as described above for the project mockup. All provisions required are applicable to this scope of work.
- 8. <u>Surface Preparation</u> This Subcontractor will provide misc. surface preparation if minor work is required to install this scope of work. In the event this Subcontractor discovers large areas of substrate that have not been prepared per specification or manufacturer's requirements, this Subcontractor will provide written notification to the Construction Manager in order for others to fix.
- 9. <u>Weather</u> Subcontractor shall proceed with his work only when weather conditions comply with Manufacturer's recommendations and will permit the materials to be applied in accordance with those recommendations.
- 10. <u>Watertight system</u> The complete waterproofing system is to be installed watertight. Damage to finished materials of other Subcontractors and vendors resulting from leaks in the waterproofing system shall be the responsibility and liability of this Subcontractor, including all direct and indirect costs of repair.
- 11. Metal Flashing This Subcontractor shall furnish and install stainless steel flashing as required by the contract documents.
- 12. Envelope Commissioning Provide envelope commissioning support including but not limited to the following:
 - Completion of envelope commissioning documentation
 - Attendance in envelope commissioning meetings when directed by The Construction Manager.
 - Onsite support to resolve any envelope commissioning issues with your installed work.
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to access your work.
- 13. Traffic Control This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 14. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 08A – Doors, Hardware, & Security		
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	Sanders-Brown Center on Aging/Neuroscience Facilities	
Purchasing Officer: Ken Scott		
	I shall be followed exactly in submitting a st, an additional copy will be furnished upon Contract Documents.	
This Proposal is submitted by:		
Date:	(NAME AND ADDRESS OF BIDDER)	
Telephone:		
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23	
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023	
PROCUREMENT	TRADE CONTRACT DESCRIPTION:	
RM. 322 SERVICE BUILDING 411 SOUTH LIMESTONE	<u>Doors, Hardware, & Security</u> TRADE CONTRACT NO.: <u>08A</u>	
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.	
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prefurnish all labor, materials, supplies and	pared by the Consultant, hereby proposes to d services required to construct the Project in nts, within the time set forth therein, and at the	
The Bidder hereby acknowledges recei	pt of the following Addenda:	
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)		
FORM	OF PROPOSAL	

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. <u>CCK-2689-23</u> have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED B	SY		TITLE
PRINT NA	ME		FIRM
ADDRESS	8		PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE	ELUMP SUM OF			
		(USE	WORDS)	
(USE	E WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.
(\$(USE	FIGURES)			
BID ALTE	RNATES			
Add Alter	nate No. 1: Controls in	n 1996 Building		
FOR THE	LUMP SUM OF			
			WORDS)	
(USE	E WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.
(\$	(USE FIGU	RES)	_)	

Add Alternate No. 2: Consolida		
FOR THE LUMP SUM OF	(USE WORDS)	
	(USE WORDS)	
	DOLLARS AND(USE WORDS)	CENTS.
(USE WORDS)	(USE WORDS)	
(\$(USE FIGU)	
(USE FIGU	JRES)	
Add Alternate No. 3: New Lab	Vacuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
_	(USE WORDS)	
	DOLLARS AND(USE WORDS)	CENTS.
(USE WORDS)	(USE WORDS)	
(\$(USE FIGU)	
(USE FIGL	JRES)	
<u> </u>	Lobby and Corridor Floor Finishes	
FOR THE LUMP SUM OF	(USE WORDS)	
	(USE WORDS)	
	DOLLARS AND(USE WORDS)	CENTS.
(USE WORDS)	(USE WORDS)	
(\$(USE FIGU)	
(USE FIGL	JRES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)Small Business	(06)Woman-Owned Large Business
(02)Large Business	(07)Disadvantaged Woman-Owned Small Business
(03)Disadvantaged Small Business	(08)Disadvantaged Woman-Owned Large Business
(04)Disadvantaged Large Business	(09)Other
(05) Woman-Owned Small Business	

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Installer	HR	\$
Foreman	HR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

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ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

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Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
projec	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this t. Below, please list the superintendent your firm will employ on this project. The successful Bidde required to furnish a resume of the superintendents' qualifications and or past projects.		
List th	e Superintendent's Name		
Revised	3/22/06		

TRADE CONTRACT - 08A - DOORS, HARDWARE, & SECURITY

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 08A –Doors, Hardware, & Security

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Doors, Hardware, and Security scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u>
Contract Documents as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project is that this Subcontractor performs all works scoped herein and
 as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor,
 supervision, materials, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders,
 hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, warranties, guarantees,
 and any other items or services necessary for and reasonably incidental to safely execute and complete the work
 scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda,
 general conditions, requirements, and other related documents as indicated herein.
- 2. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 3. <u>Specific Scope Items</u> This Subcontractor shall provide and install the following items related to Doors Hardware & Security to include but not be limited to:
 - Provide all new door frames (does not include storefront frames).
 - Provide and install all new doors (does not include storefront).
 - Provide all door hardware sets regardless of door type. Hardware for aluminum storefront doors will be provided and installed by 08B Glass & Glazing Subcontractor. This Subcontractor shall install all other hardware.
 - Modify preparation of existing doors and frames to receive new hardware. Removal and replacement of
 existing to remain door should be included if required to complete hardware preparation.
 - Provide and install all door security including but not limited to all electrified hardware, card readers, DPS, REX, Lenel boards, enclosures, power supplies, low voltage door wiring, etc. Card readers, DPS, REX, Lenel boards, power supplies and wiring for these doors are still the responsibility of this Subcontractor.
 - Complete all programming for door security.
 - Provide all cylinders with temporary construction cores for use during construction. Provide permanent cores and keys and coordinate keying with owner.
 - Provide and install four sets of double doors (two of these will be uneven pair with 54" opening width) and two single doors including frames and hardware for temporary use during construction. These shall be

used at the discretion of Whiting-Turner and any unused portion should be credited back at the end of the project. Typical hardware shall include cylindrical lock, heavy duty hinges, flush bolt, gasket/weather stripping, astragal and sweep. One temporary single door will need a PIN lock and a surface closer in addition to the typical hardware.

- Doors should arrive to site with hardware already installed and ready to hang. There will not be room for onsite hardware storage and installation and for this reason pre-assembly will be required.
- This Subcontractor to provide and install all door auto-operators. This shall include all associated push buttons, electric push button door lock, bollards for push button, bollard sleeve etc. Pathway and concrete base for bollards shall be installed by others.
- Security/Access Control/Video Surveillance.
- This Subcontractor shall provide and install all interior and exterior cameras and be responsible for all programming, adjusting, positioning, etc.
- Finishes for new doors and hardware to comply with the Contract Documents.
- This Subcontractor shall provide all wiring, devices, hardware, controllers, etc. required for a complete security/access control install to include but not be limited to the following:
 - Security and door access control panels
 - Card Readers
 - Bollards for bollard mounted card readers and push buttons
 - o Power Supplies
- 4. Certain perimeter doors and frames are shown to be replaced. In order to maintain security and weathertight perimeter of building these doors and frames will remain in place until the new doors and frames are onsite and ready to be installed. This subcontractor shall remove and dispose of these specific existing doors and frames in the general construction dumpster. See logistics plans for specific door locations.
- 5. <u>Scope by Others</u> Installation of all door frames will be by others. Signed written documentation and receipts are required to be provided to The Construction Manager and frame installer when frames are turned over to others. All frames shall be inspected two weeks prior to installation of doors to ensure that the frames have been installed correctly and plumb. Aluminum Storefront doors shall be by others.
- 6. <u>Blocking</u> This Subcontractor will provide blocking drawings, complete with top & bottom elevations and wall layout dimensions, which are pertinent to this work, to the Construction Manager in advance of the framing installation. In-wall blocking will be installed by others. Any blocking that is missed as a result of this Subcontractor's incomplete or undelivered blocking drawings will be the sole responsibility of this Subcontractor.
- 7. <u>Preparation</u> This Subcontractor shall properly detail, fabricate, tag, furnish, and deliver the hollow metal & wood doors and frames as detailed in the Contract Documents.
- 8. <u>Fabrication</u> This Subcontractor agrees to fabricate all doors and frames utilizing the approved hardware schedule and templates as provided in the Contract Documents and as approved by the Architect. All frames and doors are to be assembled off site so that they are delivered to the jobsite "pre-fabricated" and assembled, ready for installation.
- 9. <u>Labeling</u> This Subcontractor shall provide fire-rated doors, frames, and hardware with permanently affixed labels at all rated openings. This Subcontractor shall also be responsible for compliance with all code requirements (local, state, and federal), NFPA Standards, and U.L. rating requirements related to this scope of work. Advise Construction Manager of any building code violations Subcontractor is knowledgeable of and shall be responsible for all costs associated with such labels being inadequate or improper for the usage intended.
- 10. <u>Astragals & Sweeps</u> This Subcontractor agrees to furnish and install all necessary astragals at doors and sweeps as required in the Contract Documents.

- 11. Wood Doors This Subcontractor shall promptly detail, fabricate, finish, tag, deliver F.O.B. to jobsite, prep, assemble, and install all wood doors as required and indicated on the Contract Documents. All glazing for wood doors shall be the responsibility of this Subcontractor.
- 12. <u>Hardware</u> This Subcontractor shall properly detail, fabricate, tag, furnish, deliver, and install the finish hardware for the Project as required and indicted on the Contract Documents including but not limited to: stanchions, hinges, cores, lock sets, pull handles, crash bars, kick plates, card scanners, wall mounted card scanners, door position switches, auto operators, ADA operators, request for exit switches, all electrified hardware, power supplies, card readers, etc. or as otherwise noted in the Contract Documents. All hardware will be catalogued and confirmed as delivered.
- 13. <u>Door Glazing</u> This Subcontractor shall include all door glazing for this scope of work. This shall include preglazed doors or glazing onsite. This shall include all glazing stops, adhesives, and sealants.
- 14. <u>Delivery</u> This Subcontractor shall have a representative on site for receiving and logging in all frames, wood doors, hollow metal doors, and finish hardware as it is delivered. The Subcontractor's monthly Pay Application shall be based on delivery tickets signed by the Construction Manager for any given month. All deliveries must be coordinated with the Construction Manager and are to be made in accordance with the scheduled sequence of work. Out of sequence delivers will not be accepted.
- 15. Receive and Inventory Materials This Subcontractor is responsible for receiving, creating inventory, and storing all doors, hardware, and accessories that are required to be installed by this Scope of Work. This Subcontractor will notify the Construction Manager within 3 days of receipt of inventory of any missing, damaged, or incorrect item as listed in the Contract Documents.
- 16. Shop Drawings and Coordination This Subcontractor shall provide all of the required coordination between the approved hardware shop drawings and the preparation and fabrication of the doors and frames. This includes coordinating all frames with wall thicknesses. This Subcontractor shall correct all miss-fabricated doors or frames in the field as required by the Construction Manager. This Subcontractor will be responsible for the reproduction of all shop drawings and other submittals including the cost thereof. This includes "field use" shop drawings which are to be sent to the jobsite immediately after shop drawings have been approved.
- 17. <u>Quality Control</u> This Subcontractor shall be responsible to coordinate quality control walks with The Construction Manager and with itself after and during the installation of all doors.
- 18. <u>Transport of Doors and Hardware</u> This Subcontractor shall be responsible for relocating all doors and hardware from the door and hardware room to the final installation location. All labor and cost associated with this work shall be this Subcontractors responsibility.
- 19. <u>Preparation</u> This Subcontractor shall install the hollow metal doors, wood doors, and hardware as required and indicated on the Contract Documents. Any minor adjustments required to provide a fully operational door, frame, and hardware assembly shall be included in this Subcontractors scope of work.
- 20. <u>Adjusting</u> This Subcontractor shall provide all lubrication, adjustment, cleaning, and instruction related to their scope of work. This Subcontractor shall be responsible for all final adjustment of the doors and hardware after final building Test & Balance has been taken place. This Subcontractor has included all necessary mobilizations in order to accomplish these adjustments.
- 21. Security This Subcontractor shall be responsible for installing a complete security package. This includes but is not limited to the installation of door security device, wiring, from the power supply to the device, REX sets, card readers, all power supplies, electrified hardware, security cards, card enclosures, programing, wiring harnesses, wiring from the security panel and board to hardware, Lenel boards, all testing, and coordination for communication with Construction Manager and the Owner.
- 22. This Subcontractor shall provide elevator lobby two way communicating devices as required by the Contract Documents, including signage.

- 23. <u>Storefront Doors</u> This Subcontractor will be responsible for wiring and devicing all aluminum strorefront doors indicated to have security and or electrified hardware. This includes all door side wiring, including, but not limited to, all power supplies, position switches, card readers, etc. necessary for a complete and functioning door.
- 24. Wiring This Subcontractor shall be responsible for all door side security and electrified hardware wiring from the power supply to the installed equipment. This includes but not limited to card readers, door position switches, eye scanners, wall mounted card readers, and request for exit switches. This Subcontractor will provide all necessary systems, parts, or accessories necessary for a fully functioning door. This Subcontractor shall also be responsible for all wiring necessary to complete a complete and turnkey security system.
- 25. Necessary items for Completion This Subcontractor agrees that the intent of this Subcontract is to provide all items necessary for a complete and total job. Items such as but not limited to wall bumpers, extra silencers (+15% of job), weather stripping, thresholds, anchors, fasteners, adhesives, bolts, shims, and related items are the responsibility of this Subcontractor whether or not they are specifically called for in the Contract Documents. They are to be furnished by the Subcontractor at no additional cost, if necessary, to provide a complete and total job, including compliance with requirements of applicable codes and governing authorities.
- 26. <u>Damaged Products</u> It shall be the responsibility of this Subcontractor to notify the Construction Manager of any materials that are damaged during the processes of construction. This Subcontractor shall be responsible for all minor touch up associated with this scope of work.
- 27. <u>Final Keying</u> This Subcontractor will provide all final keying for the entire building, including all required submittals and the Owner keying conference to map out degree of security as noted in the Contract Documents. All final cores will be delivered directly to the Owner's lock shop and will be installed by the Owner's lock shop.
- 28. <u>Commissioning</u> Provide envelope and security commissioning support including but not limited to the following:
 - Completion of commissioning documentation
 - Attendance in commissioning meetings when directed by The Construction Manager.
 - Onsite support to resolve any commissioning issues with your installed work.
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to access your work.
- 29. <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 30. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 08B – Glass & Glazing			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: Kenn Scott	_		
•	shall be followed exactly in submitting a st, an additional copy will be furnished upon Contract Documents.		
This Proposal is submitted by:	(NAME AND ADDRESS OF DIDDED)		
Date:	(NAME AND ADDRESS OF BIDDER)		
Telephone:			
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23		
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING	Glass & Glazing		
411 SOUTH LIMESTONE LEXINGTON, KY 40506-0005	TRADE CONTRACT NO.: 08B TIME: 3:00 P.M. E.D.T.		
The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.			
The Bidder hereby acknowledges receipt of the following Addenda:			
ADDENDUM NO	DATED		
ADDENDUM NO	DATED		
ADDENDUM NO	_ DATED		
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)			

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED B	Y		TITLE
PRINT NA	ME		FIRM
ADDRESS	<u> </u>		PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR	THE LUMP SUM OF			
		(USE	WORDS)	
	(USE WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.
(\$	(USE FIGUE	RES)	_)	
BID A	<u>ALTERNATES</u>			
Add .	Alternate No. 1: Controls in 1	1996 Building		
FOR	THE LUMP SUM OF			
		(USE	WORDS)	
	(USE WORDS)	DOLLARS AND _	(USE WORDS)	CENTS.
(\$	(OGE WORDS))	
` -	(USF FIGURE	-S)	 ,	

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 3: New Lab Va	acuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 4: Level 01 Lo		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$)	
(\$(USE FIGUR	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)Small Business	(06)Woman-Owned Large Business
(02)Large Business	(07)Disadvantaged Woman-Owned Small Business
(03)Disadvantaged Small Business	(08)Disadvantaged Woman-Owned Large Business
(04)Disadvantaged Large Business	(09)Other
(05) Woman-Owned Small Business	

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Installer	HR	
Foreman	HR	

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
projec	cordance with Article 17 of the General Conditions a full-time superintendent will be required on this ct. Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.		
 List th	e Superintendent's Name		
List til	e oupenitiendent's Name		
Revised	3/22/06		

TRADE CONTRACT - 08B - Glass & Glazing

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

Glass, Glazing, & Metal Panels as specified in Contract Documents

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- 1. Scope of Work It is the intent for this project that this Subcontractor perform all the work as scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% supervision, labor, material, equipment, tools, appliances, warranties and guarantees, and everything necessary to completely detail, fabricate, tag, and deliver F.O.B. to jobsite, and install all of the required:
 - a) Provide and install curtainwall systems. This shall include all accessories such as anchorage brackets, extruded trim, gasketing, internal weep drainage system, interior sill extension, partition closure, custom aluminum jamb extensions, etc.
 - b) Provide and install all interior glass & glazing. This shall include all accessories such as anchorage, fasteners, trim, and gaskets.
 - c) Provide and install new storefront.
 - d) Provide and install all fire rated glazing systems.
 - e) Provide and install all fixed louvers
 - f) Provide and install new storefront frames, doors and hardware including electrified hardware. Security devices and wiring will be by others.
 - g) Provide and install all glazing to include insulated glass, tempered glass, infill panels, spandrels, ceramic frit glass etc.
 - h) Provide and install applied film to all glazing as indicated on the Contract Documents.
 - Provide and install all joint sealants, air seal, weather barrier/seal, edge seal, gasket seal, preformed silicone flashing, self-adhered flashing strips, custom fabricated sheet metal flashing, etc. associated with this scope of work.
 - j) This Subcontractor shall be responsible for all means of access including all scaffolding, lifts, etc. to complete the installation of this scope of work.
 - k) This Subcontractor shall provide and install joint sealants relating to this scope of work. This shall include all joint sealant between curtainwall and steel.
 - l) Provide and install all metal composite panels including all exterior load bearing sub-framing, mineral-wool board insulation, panel clips, anchors, fasteners, joint sealants, sheet metal flashing & trim in accordance with the Contract Documents.
 - m) Provide and install all exterior expansion control joints (EJ-EXT2) in accordance with the Contract Documents. Roofing expansion control joints will be by others.

This work will be completed in full compliance with the Contract Documents. The technique used to install this scope of work will be the responsibility of this contractor. The techniques established shall allow for all requirements set forth in the Contract Documents and for a complete turn key glass & glazing package.

- 2. <u>Materials & Accessories</u> This Subcontractor shall furnish and install all flashing, trim, wood blocking, caulking, weather barrier seal, spray polyurethane foam insulation, glass-fiber blanket insulation, accessories, anchors, fasteners, clips, aluminum framing, glazing, dustless strikes, extruded aluminum caps with insulation where window mullions meet walls, anchors and any other items necessary to furnish and complete the systems associated with this unit of work as detailed within the Contract Documents.
- 3. <u>Doors & Accessories</u> This Subcontractor shall furnish and install all storefront doors, hardware, glazing, thresholds, fasteners, closures, power supplies, handicap push buttons, exit devices, weather stripping, and accessories for storefront doors. This Subcontractor shall provide necessary raceways for electrical wiring, security wiring, etc. within all doors and frames provided within this scope. This Subcontractor will wire all low voltage connections from auto operators to the push buttons. 120 V power and wiring from power supply and upstream will be by others.
- 4. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 5. <u>Flashing</u> This Subcontractor shall be responsible for all pre-finished aluminum flashing and trim that is directly adjacent to all windows, storefront, and curtainwall. This shall include but not be limited to all window head, jambs and sills.
- 6. <u>Caulking</u> This Subcontractor shall furnish and install all interior and exterior caulking and sealants, backer rod, and fastener penetrations for all the items associated with this unit of work. This includes caulking this Subcontractors work to the adjacent substrates and surfaces to complete a complete and final product.
- 7. Shop Drawings and Coordination This Subcontractor shall provide all of the required coordination between the approved shop drawings and the preparation and fabrication of the glazing systems. This Subcontractor will be responsible for the reproduction of all shop drawings and other submittals including the cost thereof. This includes "field use" shop drawings that are to be sent to the jobsite immediately after shop drawings have been approved. This Subcontractor shall immediately commence with the preparation of all items to be submitted/approved as required by the Construction Documents.
- 8. <u>Coordination</u> This Subcontractor acknowledges that portions of this Subcontractor's scope of work are to be installed in conjunction with work by others and agrees to all coordination and sequencing as required by the Construction Manager. Coordinate all deliveries with the Construction Manager.
- 9. <u>Field Measurements</u> This Subcontractor shall be responsible for field measurements as required to perform this scope of work. The requirements of field measurements shall not alter or extend the contract schedule.
- 10. Existing Structures This Subcontractor shall survey and examine all existing adjacent structures to determine all information necessary to furnish and install the glazing systems. This Subcontractor shall clean or repair any damage to existing structures that results from executing this Scope of Work.
- 11. <u>Storage</u> This Subcontractor is responsible for protection of all stored materials on site. Store materials in an upright position, off the ground, undercover, and protected from weather, direct sunlight, and construction activities. Protect materials and finish during handling and installation to prevent damage. Special precautions will be required due to increased wind loading and weather conditions.
- 12. <u>Protection of Materials</u> This Subcontractor is responsible for the protection of adjacent materials and finishes products prior to starting work as well as of the work installed by this Contractor. Damage to adjacent surfaces

- or finish products will be repaired or replaced by this Contractor at no additional cost to the Owner or Construction Manager.
- 13. <u>Samples</u> This Subcontractor shall provide samples for initial material selection and for verification with specified size, type, and quantities as stated within the Specifications.
- 14. <u>Cleaning</u> This Subcontractor shall clean all glazing and frames upon completion of his work. This includes the removal of all stickers, sealants, or other items that are not cleanable with soap and water if these were caused by this Subcontractor's work. It is agreed that a final cleaning shall not be included in this scope of work.
- 15. Acceptance of Substrates This Subcontractor will verify the dimensions and any other conditions (including moisture content) of the substrate to confirm that it is acceptable prior to beginning this unit of work. This Subcontractor should review the substrate and notify the Construction Manager in writing of any deficiencies. Commencement of this unit of work shall constitute acceptance of substrates.
- 16. <u>Supplemental Framing</u> This Subcontractor shall provide any supplemental framing requirements to properly support this work that is not shown on the Contract Documents.
- 17. <u>Surveying</u> It is this Subcontractors responsibility to survey opening sizes, supports, and other conditions affecting this work at least two weeks prior to installation. Notify Whiting-Turner immediately of any problems.
- 18. <u>Proper Operation</u> It is this Subcontractor responsibility to install all doors leveled, plumb, and square to ensure a properly functional and operating door.
- 19. This subcontractor shall coordinate with 03A Concrete for rebar detection an layout prior to anchoring curtainwall into existing concrete structure. This subcontractor shall not cut existing reinforcement in existing concrete.
- 20. Envelope Commissioning Provide envelope commissioning support including but not limited to the following:
 - Completion of envelope commissioning documentation
 - Attendance in envelope commissioning meetings when directed by The Construction Manager.
 - Onsite support to resolve any envelope commissioning issues with your installed work.
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to access your work.
- 21. <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 22. <u>Alternate</u> This Subcontractor shall review the alternate as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0.
 - Add Alternate #2 Provide and install new 152"x100" louver. Provide and install insulated blank of panel at existing louver.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 09A – Drywall & Ceilings			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: Corey Leslie	_		
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon		
This Proposal is submitted by:			
Date:	(NAME AND ADDRESS OF BIDDER)		
Telephone:			
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23		
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING	CFMF, Sheathing & Drywall		
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: <u>09A</u>		
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.		
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepfurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in its, within the time set forth therein, and at the		
The Bidder hereby acknowledges receip	ot of the following Addenda:		
ADDENDUM NO	DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO	DATED		
(Insert the number and date of any Adde issued and received, the word NONE sh	enda issued and received. If none has been would be inserted.)		

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

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The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

	(USE WO	RDS)	
(USE WORDS)	DOLLARS AND	JSE WORDS)	CENTS.
(OOL WORDS)	(C	JOE WORDO)	
(\$(USE FIGURES)		
BID ALTERNATES			
Add Alternate No. 1: Controls in 199	96 Building		
FOR THE LUMP SUM OF			
	(USE WO	RDS)	
	DOLLARS AND		CENTS.
(USE WORDS)	(L	JSE WORDS)	
(\$)		
(USE FIGURES)			

Add Alternate No. 2: Consolidated			
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND	(USE WORDS)	_CENTS.
(\$(USE FIGURE			
(USE FIGURE	5)		
Add Alternate No. 3: New Lab Vac		_	
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		
Add Alternate No. 4: Level 01 Lob			
FOR THE LUMP SUM OF			
FOR THE LUMP SUM OF	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	_Woman-Owned Large Business
(02)	_Large Business	(07)	_Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(08)	_Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Foreman	HR	\$
Laborer	HR	\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors			
2.	Minority and Women Material Suppliers			
SUPE	RINTENDENT			
projec	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this t. Below, please list the superintendent your firm will employ on this project. The successful Bidde required to furnish a resume of the superintendents' qualifications and or past projects.			
List the	e Superintendent's Name			
Revised	3/22/06			

TRADE CONTRACT - 09A - Drywall & Ceilings

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 09A – Drywall & Ceilings

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

Drywall & Ceilings as specified in Contract Documents.

***Note: This Subcontractor is responsible for the requirements of the <u>complete Contract</u> <u>Documents</u> as they pertain to this Unit of Work.

- Scope of Work The CFMF, Sheathing & Drywall Subcontractor shall perform all the work as scoped herein
 and as specified in the Project Manual and Contract Drawings. The technique used to install the drywall and
 framing systems will be the responsibility of this Subcontractor. The techniques established shall allow for all
 requirements set forth in the Contract Documents. This Subcontractor will furnish 100% supervision, labor,
 material, hoisting, rigging, equipment, tools, appliances, warrantees, guarantees, shop drawings for all drywall,
 framing, sheathing, drywall including but not limited to the following:
 - Provide and install all CFMF and exterior sheathing.
 - Provide and install all interior metal framing and drywall for partitions. Finish drywall.
 - Provide and install all vertical and horizontal shaft assemblies related to Chase B and all shaft assemblies for MEP shafts.
 - Provide and install all batt and or rigid foam insulation indicated in the Contract Documents.
 - Provide and install drywall soffits
 - Receive and install new door frames in drywall partitions. Door frames provided by others.
 - Provide and install all wood blocking indicated in the contract documents. In-wall blocking shall be treated
 as required by the Contract Documents. This subcontractor shall provide all in-wall wood blocking for lab
 casework, millwork, accessories, visual display boards, TV brackets, corner guards, wall and ceiling
 mounted equipment, owner furnished items and equipment, etc. This subcontractor shall coordinate with
 and install in-wall wood blocking for other trades per their shop drawings or blocking drawings.
 - Provide and install all joint sealants for all top and bottom of wall conditions required by the Contract Documents. Provide all joint sealants and accessories for control and expansion joints in drywall walls.
 - This Subcontractor shall be responsible for labeling all walls with ratings regardless of wall construction.
 - This Subcontractor shall provide control lines on each floor to be used by other trades for locating all interior installations. This shall include noting the ceiling height on the floor of each room.
 - This Subcontractor shall install fire treated plywood to all walls of each telecommunications room.
 - This Subcontractor shall provide and install all edge of slab firestopping as indicated.
 - All drywall for this project shall be moisture resistant type. Due to the façade removal/replacement duration we will need to hang interior drywall prior to final dry-in. In order to mitigate moisture/mold risks all drywall shall be priced as moisture resistant.

- 2. <u>Coordination</u> This Subcontractor acknowledges that portions of this scope of work are to be installed in conjunction with work by others and agrees to all coordination and sequencing as required. All deliveries must be coordinated with the Construction Manager.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. <u>Mobilization</u> This Subcontractor may be required to perform more than one mobilization as a requirement of this scope of work.
- 5. Finish This Subcontract shall provide the gypsum board finish level in accordance with the Contract Documents. The finished drywall shall be plumb, level, and true to line, and must have a smooth and unblemished finish ready for the application of surface treatments by others. This Subcontractor understands that the exposed elements of work performed under this subcontract are an integral part of the finished product and will install all such items in a manner clearly indicative of the best trade practices possible. Any items installed in a manner not representing the best workmanship possible shall be reworked until they meet with the approval of the Construction Manager and the Architect. This Subcontractor will wipe-down all walls after completion of finishing prior to prime painting of walls (painting by others) to remove any drywall paper raised from the sanding process. This includes finishing all walls within the limits of construction, including any existing walls not specifically called out in the Construction Documents. This Subcontractor has included a \$25,000 finishing allowance that is above and beyond the provided base finishing. This allowance will be used at the discretion of the Construction Manager, with any unused portion being returned at any time to the Construction Manager.
- 6. <u>Caulking</u> This Subcontractor shall provide all acoustical caulking and fire resistive joint sealants at floors and structure at all walls related to this scope of work.
- 7. Expansion & Control Joints This Subcontractor shall be responsible for furnishing and installing all expansion and control joints associated with the drywall and ceiling scope of work whether shown or not in the Contract Documents, specifically along walls and ceilings, in accordance with the specifications and or the USG requirements. Flooring expansion joints will be provided by others. This includes walls within the limits of construction, but not specifically called out in Construction Documents.
 - This subcontractor shall specifically include the Interior Expansion Joint Ceiling and Wall Assemblies shown on A-5.7 and Penetration Firestopping expansion joint at horizontal shaft assembly at Chase B shown on A-4.8. Exterior expansion joint EJ-EXT2 and roof expansion joints are by others.
- 8. <u>Cold Formed Metal Framing (CFMF)</u> This Subcontractor shall engineer, fabricate, provide and install all necessary CFMF for the project.
- 9. <u>Blocking</u> This Subcontractor shall be responsible for furnishing and installing all in-wall blocking to support the intended loads as detailed in the Contract Documents. This includes, but is not limited to, all bathroom accessories, marker and display boards, millwork, handrails, flat panel TV monitors, shelving, window blinds, wall bumper guards, all Owner supplied & installed equipment, etc.; all to be in strict accordance with the Contract Documents, including any required fire-retardant wood blocking. This Subcontractor will be provided plans for blocking. Blocking for curtain wall, aluminum windows, and storefront entrances shall be by this Subcontractor. The intent is that if the Contract Drawings show blocking for fit out, this Subcontractor will provide and install it. Unless otherwise noted in the Contract Documents, this Subcontractor will provide substantial blocking. Layout and dimensions assistance may come from others, but this Subcontractor will coordinate with the Construction Manager and other Subcontractors to install all wood blocking as indicated in the Contract Documents.
- 10. Protection of Room 214 This Subcontractor will diligently and aggressively protect Room 214 on Level 2 including any electrical or MEP feeds to the room. This room is to remain functional and in service, without interruption, for the entirety of the project. During installation operations, this Subcontractor will ensure

protection of the same from ongoing work. Should the room or the room's feeds be interrupted by work performed by this Subcontractor, <u>all costs</u> required to bring it immediately back into service by this Subcontractor or the Construction Manager will be borne by this Subcontractor.

- 11. <u>Fire-Safing/Fire-Stopping</u> This Subcontractor shall be responsible for furnishing and installing all fire-safing/fire stopping as required by the Contract Documents for this scope of work. Fire-Safing / Fire-Stop shall be by others for all penetrations made by others for piping, ductwork, etc. This Subcontractor shall include firestopping at top of wall details and at gap between exterior wall and roof decking.
- 12. <u>Insulation</u> This Subcontractor shall furnish and install all in wall or above ceiling loose fill and rigid insulation whether for sound or temperature insulation. This includes all insulation required in soffits as well as above any ceilings and in walls as called out on the Contract Documents. This Subcontractor will provide and install all spray applied, noise & vibration reducing, ceiling fiberglass fiber reinforced wall & ceiling surfacing systems as indicated in the Contract Documents.
- 13. Temp Exterior Protection This Subcontractor will provide a temporary weather protection barrier along the perimeter of Levels 1, 2, and 3 and at level 4 on 1996 portion only as demolition of the exterior building skin is conducted. As a portion of the existing building exterior becomes demolished and exposed to the outside elements and weather, this Subcontractor shall install a coordinated temporary weather protection barrier on that portion to ensure no weather intrusion or damage will occur to building interior. This temp barrier will be coordinated with both the Demolition & Glass/Glazing Subcontractors and Whiting-Turner prior to installation for both placement and access needs. It will consist of some type of easily installed wood or pre-manufactured barrier that will run the length of the removed skin and be easily modifiable to accommodate ongoing demolition, and subsequent construction, while maintaining an appropriate level of weather protection. The temporary barrier should include at a minimum 3-5/8" 18GA CFMF studs at 16" O.C. with 5/8" glass-mat exterior sheathing on the exterior side and stud cavities filled with batt insulation. Means and methods for making the barrier weathertight shall be at the discretion of this subcontractor and approved by Construction Manager prior to installation. This temporary barrier will remain in place until such time that the new exterior skin is in place. This Subcontractor shall be responsible for the removal of the temporary barrier and will coordinate with the Construction Manager such that there is an agreed upon system for removal that maintains the necessary protection of the building interior.
- 14. <u>Sheathing</u> This Subcontractor is responsible for all exterior wall sheathing as detailed in the Contract Documents.
- 15. <u>EIFS</u> This subcontractor shall be responsible for installing new EIFS shown on the contract documents. This shall specifically include patching the EIFS soffit where it meets the new metal panel soffit near Stair B and providing an EIFS coating over the masonry infill at the existing Level 1 Stair B door.
- 16. <u>Installation of Hollow Metal Door Frames in GWB</u> This Subcontractor shall install all hollow metal door frames in GWB walls, furnished by others. This Subcontractor shall install hollow metal frames plumb, rigid, properly aligned, and securely fastened in place. Once a frame is installed, this Subcontractor will provide a robust plastic or cardboard frame protection system for 4' minimum on each jamb. Extras will be maintained on site in order to replace any lost or damaged frame protectors.
- 17. Receiving Material Provided by Others This contractor shall receive, handle, inventory, inspect, protect, and be responsible for, once delivered, all materials furnished by others to be installed by this Subcontractor. WT shall be copied on all delivery tickets. This shall include but not be limited to all door frames & access panels. Any repair or replacement due to failing to notify the Construction Manager, damage, loss of pieces, or negligence of this Subcontractor will be the responsibility of this Subcontractor.
- 18. <u>Layout</u> This Subcontractor shall be responsible for all walls, ceilings, door frame, and window opening layout.
- 19. <u>Storage</u> This Subcontractor is responsible for protection of all stored materials on site. Special precautions will be required due to increased wind loading and weather conditions. This includes items such as protecting

stored drywall with plastic, bundling of studs, proper distribution of stored drywall to prevent overloading the structure, etc.

- 20. Quality Control This Subcontractor shall respond both in regard to corrective action and with written notification to the Construction Manager of Quality Control Reports that are noted as being deficient. Corrective action and written notification is required within 48 hours of issuance of the deficient Quality Control Report, unless the deficiency requires a more rapid response which would make the needed corrections to be made within 24 hours of issuance of the report. Issued QC Reports will show the required time to correct any deficiencies. Any delays and cost caused to other Subcontractors who are directly associated to a lack of response to a deficient QC Report by this Subcontractor will be the responsibility of this Subcontractor. If no response is given, payment may be withheld until corrections are made.
- 21. <u>Protection of Materials</u> This Subcontractor is responsible for the protection of adjacent materials and finishes products prior to starting work as well as of the work installed by this Subcontractor. Damage to adjacent surfaces or finish products will be repaired or replaced by this Subcontractor at no additional cost to the Owner or Construction Manager.
- 22. Remedial Work This Subcontractor shall be responsible for furnishing all labor, materials and equipment to perform remedial work for all unacceptable work not installed within acceptable tolerances as described in the specifications. This work includes but is not limited to all removal and replacement as required to remedy all deficiencies as a result of this Contractor's work. The Subcontractor shall also be responsible for any damages prior to inspection and acceptance by the Construction Manager, Engineers and Owner.
- 23. <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 24. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

Add Alternate #2 – This subcontractor shall patch and repair the EIFS soffit as shown on A-6.1b.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 21A – Fire Protection				
Project No. <u>2571.0</u> Project Title: <u>Improve Sanders-Brown Center on Aging/Neuroscience Facilities</u>				
Purchasing Officer: Ken Scott	_			
NOTE: The following Form of Proposal proposal for this work. If this copy is los written request to the authority issuing C	t, an additional copy will be furnished upon			
This Proposal is submitted by:				
Date:	(NAME AND ADDRESS OF BIDDER)			
Telephone:				
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23			
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023			
PROCUREMENT	TRADE CONTRACT DESCRIPTION:			
RM. 322 SERVICE BUILDING 411 SOUTH LIMESTONE	Fire Protection			
LEXINGTON, KY 40506-0005	TRADE CONTRACT NO.: 21A TIME: 3:00PM			
The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.				
The Bidder hereby acknowledges receip	ot of the following Addenda:			
ADDENDUM NO	DATED			
ADDENDUM NO	_ DATED			
ADDENDUM NO DATED				
(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)				

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

EOD THE LUMB SUM OF

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

		(USE	WORDS)	
(USE WO	RDS)	DOLLARS AND _	(USE WORDS)	CENTS.
	1100)		(OOL WORDS)	
(\$	(USE FIGUR	RES)	_)	
BID ALTERNA	TES			
Add Alternate	No. 1: Controls in	1996 Building		
FOR THE LUI	MP SUM OF			
		(USE	WORDS)	
/USE MO	DD6)	DOLLARS AND _	(USE WORDS)	CENTS.
(USE WO	KD9)		(USE WORDS)	
(\$	(USE FIGURI	ES)	_)	
	•	•		

Add Alternate No. 2: Consolidated			
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND	(USE WORDS)	_CENTS.
(\$(USE FIGURE			
(USE FIGURE	5)		
Add Alternate No. 3: New Lab Vac		_	
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		
Add Alternate No. 4: Level 01 Lob			
FOR THE LUMP SUM OF			
FOR THE LUMP SUM OF	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	_Woman-Owned Large Business
(02)	_Large Business	(07)	_Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(80)	_Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UN	IIT	COST PER UNIT
Journeyman	HR		\$
Foreman	HR		\$

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this . Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.		
List the	e Superintendent's Name		
Revised 3	3/22/06		

TRADE CONTRACT - 21A - Fire Suppression

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 21A – Fire Suppression

The work covered under this Contract includes but is not limited to the following specific work items: This work shall include all items indicated in **Section A: General Scope of Work**, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Fire Suppression scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project is that this Subcontractor performs all work scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein.
- 2. <u>Building Information Modeling (BIM)</u> Coordination shall be 3-D VDC, based on the Construction Manager BIM Implementation Plan. Lay out work using 3-D surveying technology (Trimble or other). This Subcontractor shall be responsible for modeling and coordination of sprinkler mains and standpipe locations. This Subcontractor shall provide floor and wall penetration layout drawings for approval based on coordination drawings. Refer to BIM Implementation Plan for details.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. <u>Engineering</u> This Subcontractor shall be responsible for complete engineering and design of the fire protection system to the extent needed for permitting. Verify existing flow data and provide a design based on available flow. Furnish and install all seismic bracing required by local code for this scope of work. Provide complete engineering for seismic systems. Furnish and install vibration isolation for fire protection equipment and piping per Contract Documents for this scope of work. Provide complete engineering for isolation systems.
- 5. This Subcontractor shall be responsible for all design, material and labor for a fully operational fire suppression system. This shall include both wet and dry sprinkler systems.
- 6. This Subcontractor shall be responsible for all coring, drilling, cutting or other means to create penetrations where fire protection piping is required to pass through bearing walls, foundation walls, etc.

- 7. This Subcontractor shall seal all penetrations for this scope of work as required by the Contract Documents.
- 8. This Subcontractor shall provide and install all labeling for the fire suppression system as required by the Contract Documents and by local AHJ
- 9. Prior to demolition, this subcontractor shall be responsible for draining, cutting, capping and making safe all fire protection lines that are shown to be demoed so that they can be safely removed by the 02A demolition subcontractor.
- 10. Protection of Room 214 & 220 This Subcontractor will diligently and aggressively protect Room 214 & 220 on Level 2 including any electrical or MEP feeds to the room. This room is to remain functional and in service, without interruption, for the entirety of the project. Prior to any demolition on Level 2, this Subcontractor will work with the Demolition and MEP Subcontractors to identify, trace, and protect the existing electrical, mechanical, plumbing and fire protection feeds to this room. During installation operations, this Subcontractor will ensure protection of the same from ongoing work. Should the room or the room's feeds be interrupted by work performed by this Subcontractor, all costs required to bring it immediately back into service by this Subcontractor or the Construction Manager will be borne by this Subcontractor.
- 11. This Subcontractor shall be responsible for all fire suppression work as shown on the contract documents to take place in the 1979 portion of the building. This shall include but not be limited to the following:
 - Coordinate shutdown, draining, cutting and tie-in to existing fire sprinkler line.
 - Install monitored valves, check valves and flow switch.
 - Coordination with other trades for the removal and replacement of Acoustic Ceiling Panels through the building for main installation.
 - Cutting or coring walls to accommodate routing of sprinkler main and sealing of penetration.
 - Saw cutting any pathways outside the building needed for new fire line feed.
 - This subcontractor relocate and reinstall existing fire protection equipment including but not limited to the backflow preventor, jockey pump, fire pump, etc.
- 12. This Subcontractor shall provide and install all sensors and switches required for the fire suppression system to integrate with the fire alarm system. This shall include but not be limited to the following:
 - Flow sensor/flow switch
 - Tamper switch
 - Alarm valves
 - Supervised valves
 - Floor Control Valves
- 13. This Subcontractor shall provide all components required for the wet & dry sprinkler system including but not limited to the following:
 - Piping, risers and standpipes
 - Sidewall sprinkler for elevator pit
 - Drain and drain valves
 - Remote Test
 - Inspector test connection
 - Check valves
 - Pressure gauges
 - Dry Valve
 - Air Compressor
- 14. This Subcontractor shall supply all components required for the stairwell standpipes including but not limited to the following:
 - Piping
 - Hose valves
 - Hose valve cabinet

- 15. This Subcontractor shall provide all escutcheons for this scope of work as required by the Contract Documents.
- 16. <u>Access Doors</u> Furnish all access doors required for access to fire protection system. Access doors to be installed by others.
- 17. Fire Stopping Provide fire stopping at all fire protection penetrations in floors, ceilings, and walls.
- 18. Subcontractor shall seal all penetrations where fire protection piping penetrates interior or exterior partitions. Ensure that all penetrations through exterior walls to receive waterproofing have been properly sealed according to the requirements of the Contract Documents and manufacturer's recommendations before waterproofing is installed.
- 19. This subcontractor shall be responsible for coordination of slab on grade saw cutting and removal for 02A Demolition and new slab on grade installation with other trades per BIM coordination drawings. This subcontractor shall provide a coordination drawing detailed with specific locations for existing slab on grade to be cut/removed so that this subcontractor's work below slab can take place. Slab removal shall be by 02A after coordination. This subcontractor shall be responsible for excavation/trenching below slab for this work and shall be responsible for installation of rock bedding for new piping installed. This subcontractor shall be responsible for all inspections of under slab piping. Concrete pour back to be completed by others. Any rework, as a result of failure to coordinate work by this subcontractor, shall be the responsibility of this subcontractor.
- 20. Commissioning Provide commissioning support including but not limited to the following:
 - Completion of commissioning documentation
 - Attendance in commissioning meetings when directed by The Construction Manager
 - Onsite support during functional testing
 - Onsite support to resolve any commissioning issues with installed work
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to complete their work.
- 21. Site Conditions All existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. This includes any damage that could result from surface water. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 22. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 23A – Plumbing, HVAC & TAB			
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities		
Purchasing Officer: Ken Scott	_		
NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.			
This Proposal is submitted by:	(NAME AND ADDRESS OF BIDDER)		
Date:	(INAINE AND ADDRESS OF BIDDER)		
Telephone:			
TO: BID CLERK	INVITATION TO BID: CCK-2689-23		
UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023		
PROCUREMENT	TRADE CONTRACT DESCRIPTION:		
RM. 322 SERVICE BUILDING	Plumbing, HVAC & TAB		
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 23A		
LEXINGTON, KY 40506-0005	TIME: <u>3:00PM</u>		
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepfurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in its, within the time set forth therein, and at the		
price stated below without qualification.			
The Bidder hereby acknowledges receip	ot of the following Addenda:		
ADDENDUM NO	DATED		
ADDENDUM NO	DATED		
ADDENDUM NO	_ DATED		
(Insert the number and date of any Adde issued and received, the word NONE sh	enda issued and received. If none has been nould be inserted.)		

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR	THE LUMP SUM OF			
		(USE	WORDS)	
		DOLLARS AND _		CENTS.
	(USE WORDS)		(USE WORDS)	
(\$)	
`	(USE FI	GURES)	<u> </u>	
BID /	<u>ALTERNATES</u>			
<u>Add</u>	Alternate No. 1: Controls	in 1996 Building		
FOR	THE LUMP SUM OF _			
	_		WORDS)	
		DOLLARS AND		CENTS.
	(USE WORDS)		(USE WORDS)	
(\$)	
`	(USE FIG	URES)	 ,	

Add Alternate No. 2: Consolidate		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 3: New Lab Va	acuum Pump in 1979 Building	
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$(USE FIGUR)	
(USE FIGUR	ES)	
Add Alternate No. 4: Level 01 Lo		
FOR THE LUMP SUM OF		
	(USE WORDS)	
	DOLLARS AND(USE WOR	CENTS.
(USE WORDS)	(USE WOR	DS)
(\$)	
(\$(USE FIGUR	ES)	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	Woman-Owned Large Business
(02)	_Large Business	(07)	Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(80)	Disadvantaged Woman-Owned Large Business
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
Journeyman	HR	
Foreman	HR	

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors		
2.	Minority and Women Material Suppliers		
SUPE	RINTENDENT		
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this . Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.		
List the	e Superintendent's Name		
Revised 3	3/22/06		

TRADE CONTRACT - 23A - Plumbing, HVAC & TAB

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

The work covered under this Contract includes but is not limited to the following specific work items: This work shall include all items indicated in **Section A: General Scope of Work**, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to Plumbing, Mechanical, HVAC, & Testing and Balancing

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u>
<u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor perform all work scoped herein and as specified in the Project Manual and Contract Drawings. This subcontract includes the Mechanical, Plumbing, and Testing and Balancing of all systems for the Sanders-Brown project, including engineering, testing and modifications required to existing active systems.
- Building Information Modeling (BIM) Coordination shall be 3-D VDC, based on the Construction Manager BIM Implementation Plan. Lay out work using 3-D surveying technology (Trimble or other). 23A shall be responsible for performing clash detection for the entire coordination model and issuing report for all other subcontractors participating in coordination to resolve clashes. 23A is responsible for drawing out all access zones for FCU, VAVs, pumps, valves, and other critical equipment. Refer to BIM Implementation Plan for details.

This subcontractor shall perform a point cloud of Levels 1-3 of the 1979 portion of the building after demo is mostly completed so that it can better inform the BIM Coordination regarding existing conditions.

- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. <u>Demolition</u> This subcontractor shall make-safe, cut and cap all plumbing piping, hydronic piping and ductwork shown to be demoed prior to removal by the selective demolition contractor.
- 5. Protection of Room 214 & 220 This Subcontractor will diligently and aggressively protect Room 214 & 220 on Level 2 including any electrical or MEP feeds to the room. These rooms are to remain functional and in service, without interruption, for the entirety of the project. Prior to any demolition on Level 2, this Subcontractor will work with the Demolition and MEP Subcontractors to identify, trace, and protect the existing electrical, mechanical, plumbing and fire protection feeds to this room. During installation operations, this Subcontractor will ensure protection of the same from ongoing work. Should the rooms or the room's feeds be interrupted by work performed by this Subcontractor, all costs required to bring it immediately back into service by this Subcontractor or the Construction Manager will be borne by this Subcontractor.

- 6. <u>Controls</u> This subcontractor shall be responsible for the installation of specific control's devices that are integral to this scope of work. This subcontractor shall install the following: Venturi Air Valves, wells for sensors, control valves, control dampers, meters, etc.
- 7. This subcontractor shall install sleeves at all floor penetrations. Layout to be coordinated with wall layout.
- 8. Provide cutting and patching, saw cutting and core drilling for any penetrations required for this scope of work. No core drilling will take place without the Structural Engineer's written approval.
- 9. <u>Access Doors</u> Furnish all access doors required for access to plumbing and HVAC systems. This shall be required whenever access is needed but component is in an inaccessible location (within a drywall wall, above a drywall ceiling, withing a CMU wall, etc. Access panels will be installed by the drywall or CMU contractor.
- 10. <u>Fire Stopping</u> Provide fire stopping at all plumbing and HVAC penetrations through UL assemblies. This shall include fire stopping required when a new wall is built and existing piping or existing ductwork penetrates the new wall.
- 11. Caulking and Sealing Provide caulking for all piping installed in this subcontract. This Subcontractor shall seal all penetrations where HVAC piping, ductwork and equipment penetrates interior or exterior partitions. Ensure that all penetrations through exterior walls to receive waterproofing have been properly sealed according to the requirements of the Contract Documents and manufacturer's recommendations before waterproofing is installed. This shall include sealing required when a new wall is built, and existing piping or existing ductwork penetrates the new wall.
- 12. Extended warranties Provide extended warranties for period of temporary use of equipment during construction. Provide maintenance of all equipment used during the temporary power and heating periods according to manufacturer's recommendations. Maintain a log of all maintenance performed through the temporary construction period until substantial completion. Submit a sample log to The Construction Manager for approval before the start of temporary use.
- 13. <u>Labeling</u> Furnish and install labels and signage which meet contract documents along with the governing code for plumbing, HVAC, Mechanical and Controls Systems.
- 14. <u>Insulation</u> Furnish and install all insulation and jacketing required by specification, drawings and governing energy codes for this scope of work. This subcontractor shall also include valve handle extensions for these valves as needed to provide proper operation once insulated.

PLUMBING

- 15. This subcontractor shall provide and install all plumbing piping, valves, fittings, insulation, fixtures, accessories, etc. to complete a fully turnkey plumbing system. This shall include but not be limited to the following:
 - Domestic Cold Water including salvaged backflow preventers at water service entrance
 - Sanitary Drain and Vent Piping, cleanouts
 - Roof Drains, Roof Leader Piping, Downspout Nozzles
 - Floor Drains
 - Trap primer system and piping
 - Wall hydrants/hose bibs
 - Water closets, urinals, lavatories, sinks, mop basin, ice maker supply box
 - Electric Water Cooler
 - Lab Water Recirculation Pump
 - Lab DI Water
 - Lab/Acid Waste
 - New steam to hot water heaters

- 16. This subcontractor shall coordinate penetrations through roof with the roofing subcontractor and provide curbs/flashing boots as required by the contract documents
- 17. Subcontractor shall be responsible for flushing, cleaning and certification of plumbing systems as required by contract documents and codes.
- 18. This subcontractor shall plumb and make final connections to owner furnished lab equipment per the matrix on OL060.
- 19. This subcontractor shall provide a temporary water connection inside the building include backflow preventor and connect the temporary water service to the restrooms for construction use and provide multiple hose bib connections for water needs during construction. Coordinate with the construction manager for final locations prior to installation.

HVAC

- 20. This subcontractor shall provide and install all HVAC equipment to include but not be limited to the following:
 - Exhaust Fan
 - VAV Boxes
 - Fan Coil
 - Mini-Split Indoor & Outdoor Unit
- 21. This subcontractor shall provide all supports and hangers for HVAC equipment.
- 22. This subcontractor shall provide all ductwork, insulation grilles, registers, diffusers, volume dampers, etc. related to the HVAC system.
- 23. This subcontractor shall supply and install smoke/fire dampers and coordinate with electrical, fire alarm and controls for required connection to fire/smoke damper.
- 24. Provide crane, rigging and operator to set new Strobic exhaust fan on roof of Sanders-Brown. This subcontractor shall be responsible for all road lane closures and shall provide a crane plan and lane closure plan to the construction manager prior to commencing work.
- 25. This subcontractor shall provide filter changes at existing AHUs that will remain in use during construction. This shall include maintaining filter media over the primary filters and four (4) filter changes throughout construction.

MECHANICAL

- 26. This subcontractor shall provide and install all mechanical piping systems within the building to include but not be limited to the following:
 - Chilled & Hot water hydronic piping.
 - Reheat Coils
 - Split System Refrigerant piping
 - Steam-to-Water Heat exchangers and new heating water pumps.
 - Relocated piping for CRAC units in Room 214 & 220 prior to demolition.
 - Steam piping including flash tank
 - Condensate Pump and associated piping.
 - Main Steam PRV upgrade
 - Water Treatment Chemical Feeder
 - Piping for Day Tank and Generator. (Generator and Day Tank provided by 26A)

27. Coordinate any and all shutdowns or tie-in work with The Construction Manager and the Owner's Representative 2 weeks prior to performing this work.

GENERAL

- 28. <u>Testing</u> This Subcontractor shall be responsible for all testing of systems installed under this scope of work. Provide factory testing and third-party testing as required. Coordinate all testing and inspections with Authority Having Jurisdiction and The Construction Manager. Provide multiple testing of installations as required to meet the project schedule. Extent of all testing is to be reviewed with The Construction Manager within one month of contract award to establish limits of testing and methods.
- 29. <u>Training</u> Subcontractor shall provide training and demonstrations per contract documents. Include videotaped records of training sessions. Coordinate training with W-T and owner.
- 30. This subcontractor shall be responsible for coordination of slab on grade saw cutting and removal for 02A Demolition and new slab on grade installation with other trades per BIM coordination drawings. This subcontractor shall provide a coordination drawing detailed with specific locations for existing slab on grade to be cut/removed so that this subcontractor's work below slab can take place. Slab removal shall be by 02A after coordination. This subcontractor shall be responsible for excavation/trenching below slab for this work and shall be responsible for installation of rock bedding for new piping installed. This subcontractor shall be responsible for all inspections of under slab piping. Concrete pour back to be completed by others. Any rework, as a result of failure to coordinate work by this subcontractor, shall be the responsibility of this subcontractor.
- 31. Commissioning Provide commissioning support including but not limited to the following:
 - Completion of commissioning documentation
 - Attendance in commissioning meetings when directed by The Construction Manager
 - Onsite support during functional testing
 - Onsite support to resolve any commissioning issues with installed work
 - Ladders, lifts, tools and any other equipment required to allow Cx agent to complete their work.
- 32. Site Conditions All existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. This includes any damage that could result from surface water. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 33. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.
 - Add Alternate #1 Install control valves associated with DDC controls.
 - Add Alternate #2 –Piping for consolidated generator and day tank.
 - Add Alternate #3 New Lab Vacuum Pump

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontrac	et 23B – Building Controls
Project No. <u>2571.0</u> Project Title: <u>Improv</u> Purchasing Officer: <u>Ken Scott</u>	ve Sanders-Brown Center on Aging/Neuroscience Facilities
	sal shall be followed exactly in submitting a lost, an additional copy will be furnished upon ng Contract Documents.
This Proposal is submitted by:	
Date:	(NAME AND ADDRESS OF BIDDER)
Telephone:	
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: <u>CCK-2689-23</u>
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28th, 2023
PROCUREMENT	TRADE CONTRACT DESCRIPTION:
RM. 322 SERVICE BUILDING	
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 23B
LEXINGTON, KY 40506-000	5 TIME: <u>3:00PM EST</u>
having carefully examined the site of Documents as defined in Article I of Specifications affecting the work as plurnish all labor, materials, supplies a	Invitation for Bids for the above referenced Project, the Work, the Drawings and complete Contract the General Conditions, as well as the prepared by the Consultant, hereby proposes to and services required to construct the Project in hents, within the time set forth therein, and at the on.
The Bidder hereby acknowledges re-	ceipt of the following Addenda:
ADDENDUM NO	DATED
ADDENDUM NO	DATED
ADDENDUM NO	DATED
(Insert the number and date of any a issued and received, the word NONE	Addenda issued and received. If none has been Eshould be inserted.)

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM	OF	
	(USE WORDS)	
(105,140,000)	DOLLARS AND	CENTS.
(USE WORDS)	(USE WORD	DS)
(\$(USE FIGURES))	
BID ALTERNATES		
Add Alternate No. 1: Co	ontrols in 1996 Building	
FOR THE LUMP SUM	OF	
	(USE WORDS)	
(USE WORDS)	DOLLARS AND(USE WORD	CENTS.
(\$	SE FIGURES)	
•	,	

Add Alternate No. 2: Consolidated			
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND	(USE WORDS)	_CENTS.
(\$(USE FIGURE			
(USE FIGURE	5)		
Add Alternate No. 3: New Lab Vac		_	
FOR THE LUMP SUM OF			
	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		
Add Alternate No. 4: Level 01 Lob			
FOR THE LUMP SUM OF			
FOR THE LUMP SUM OF	(USE V	VORDS)	
(USE WORDS)	_ DOLLARS AND		_CENTS.
(USE WORDS)		(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

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(02)	_Large Business	(07)	Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(08)	
(04)	_Disadvantaged Large Business	(09)	_Other
(05)	Woman-Owned Small Business		

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
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- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
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- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

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NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

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Foreman	HR	

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

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Provide the address, phone number and contact information for the following subcontractor/suppliers:

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LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will know what the Bidder proposes to furnish.

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ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

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Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

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List the	e Superintendent's Name
Revised	3/22/06

TRADE CONTRACT - 23B - Building Controls

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

Unit 23B – Building Controls

The work covered under this Contract includes but is not limited to the following specific work items: This work shall include all items indicated in **Section A: General Scope of Work**, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Building Controls.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor perform all work scoped herein and
 as specified in the Project Manual and Contract Drawings. This subcontract includes Controls System for
 the Sanders-Brown project, including engineering, testing and modifications required to existing active
 systems.
- Building Information Modeling (BIM) Coordination shall be 3-D VDC, based on the Construction Manager BIM Implementation Plan. Lay out work using 3-D surveying technology (Trimble or other).
 23B will be responsible for modeling and coordinating locations for power supplies, controllers, conduit racks and large/critical junction/pull boxes above ceiling to ensure accessibility. Refer to BIM Implementation Plan for details.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. Provide cutting and patching, saw cutting and core drilling for any penetrations required for this scope of work. No core drilling will take place without the Structural Engineer's written approval.
- 5. Provide drawings showing all required in-wall blocking. Blocking to be provided by others. If blocking is not indicated in drawings and missed, this Subcontractor will be responsible for its installation.
- Access Doors Furnish all access doors required for access to controls systems. Access doors to be installed by others
- Fire Stopping Provide fire stopping at all controls penetrations through UL rated assemblies. This shall
 include fire stopping required when a new wall is built, and existing controls conduits penetrates the new
 wall.

- 8. Caulking and Sealing Provide caulking for all controls conduit/pathway installed in this subcontract. Subcontractor shall seal all penetrations where, Controls Conduit, and equipment penetrates interior or exterior partitions. This shall include sealing required when a new wall is built, and existing control's conduit penetrates the new wall. Ensure that all penetrations through exterior walls to receive waterproofing have been properly sealed according to the requirements of the Contract Documents and manufacturer's recommendations before waterproofing is installed.
- 9. Subcontractor is responsible for Coordination of HVAC, Plumbing, and electrical Contractor for interface between these systems and Building Automation System.
- 10. Coordinate with the Electrical Subcontractor the locations and requirements of power feeds and/or receptacles needed for all equipment provided by this scope of work. Provide electrical interconnect wiring for control's equipment to provide a single point electrical connection.
- 11. Coordinate all shutdowns or tie-in work with The Construction Manager and the Owner's Representative 2 weeks prior to performing this work.

CONTROLS

- 12. This subcontractor is responsible to furnish and install a complete operating controls system, including but not limited to conduit, wiring, devices, controllers, panels, workstation, software and programming. Provide controls interconnect and interlock wiring between systems and components. All controls cabling and wiring is to be in conduit. This DOES NOT include any laboratory controls sequences related to Phoenix Controls.
- 13. This subcontractor shall review provide the scope as outlined in the responsibility matrix shown on IC0.1.
- 14. This subcontractor shall provide all controls devices and sensors as required for a complete turnkey installation. This shall include but not be limited to the following:
 - Thermostats
 - Temp sensors (intake and discharge air temperature, water temperature, hydronic temperature,)
 - Control valves (steam, chilled water, hot water)
 - Isolation valves
 - Condensate Meters
 - Chilled Water BTU Meter
 - Decoupled valves
 - Pressure sensors (steam, chilled water, hot water)
 - Flow sensors
- 15. This subcontractor will be required to interface with, monitor and transfer data to UK Tridium system for the following third-party systems to include but not be limited to:
 - Automatic Transfer Switch
 - Power Metering
 - Variable Frequency Drives
 - Steam Condensate Pump
 - Indoor and Outdoor Lighting
 - Ductless Mini-Split Unit
 - Sump Pumps/Duplex Storm and Sewage Ejectors
 - Exhaust Fans
 - Domestic Hot Water Heaters
 - Domestic Water Meter
- 16. <u>Integration</u> This subcontractor shall take primary responsibility for integration of all devices as required by the contract documents. This shall include but not be limited to the following:
 - a. For non-BACnet IP devices and equipment this subcontractor shall be responsible for either providing a tier-1 reporting device capable of communication with the device or providing an

- automation gateway to convert the protocol. This subcontractor shall be responsible for all programming, setup, connections and testing for all reporting devices and gateways.
- b. For BACnet IP devices this subcontractor shall be responsible for providing the MAC Address, programming IP addresses, Gateway addresses, instance numbers, etc., providing patch cables at device and confirming device is online and ping-able.
- c. This subcontractor shall coordinate with UK UEM for pulling-in of all controls points to Tridium and working with UK UEM to confirm that all points naming, facets, point values and states are accurate and make sense as they relate to each system.
- 17. This subcontractor shall provide occupancy sensors where required by control sequence and not already provided by others. 26A to provide occupancy sensors with auxiliary relays as shown on the lighting drawings. Any location where an occupancy sensor is required by the controls sequence but not required for lighting it shall be provided by this subcontractor. This applies to all sequences. Coordinate with the 26A subcontractor for connections to occupancy sensors that they provide.
- 18. Testing & Balancing will be by others. Coordinate with Testing & Balancing contractor including modulating FCU speeds and control valves. Review Testing & Balancing documents and provide comments for coordination.
- 19. Test and calibrate all devices and test/tune control loops prior to start of commissioning activities. Replace any devices found to be damaged, malfunctioning, or out of specifications prior to start of commissioning.
- 20. All graphics, alarming, and trending is to be by UK through the Tridium system.
- 21. Provide weekly updates of point to point check out status.
- 22. <u>Testing</u> This Subcontractor shall be responsible for all testing of systems installed under this scope of work. Provide factory testing and third-party testing as required. Coordinate all testing and inspections with Authority Having Jurisdiction and The Construction Manager. Provide multiple testing of installations as required to meet the project schedule. Extent of all testing is to be reviewed with The Construction Manager within one month of contract award to establish limits of testing and methods.
- 23. <u>Training</u> Subcontractor shall provide training and demonstrations per contract documents. Include videotaped records of training sessions. Coordinate training with W-T and owner.
- 24. Commissioning Provide commissioning support including but not limited to the following:
 - a. Completion of commissioning documentation
 - b. Attendance in commissioning meetings when directed by The Construction Manager
 - c. Onsite support during functional testing
 - d. Onsite support to resolve any commissioning issues with installed work
 - e. Ladders, lifts, tools and any other equipment required to allow Cx agent to complete their work.
- 25. Site Conditions All existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 26. Add Alternates This subcontractor shall review all four alternates as listed in specification section 012300 and as shown in the contract documents. This subcontractor shall provide alternate pricing for each alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification:
 - a. Add Alternate No. 1: Provide scope shown on IC0.1 noted as Alternate #1. This excludes Lab Controls sequences.

- b. Add Alternate No. 2: Provide controls monitoring for consolidated generator and new ATS.
- c. Add Alternate No. 3: Provide controls monitoring for new Lab Vacuum Pump

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 23C – Lab Controls	
Project No. <u>2571.0</u> Project Title: <u>Improve S</u> Purchasing Officer: <u>Ken Scott</u>	Sanders-Brown Center on Aging/Neuroscience Facilities —
	I shall be followed exactly in submitting a st, an additional copy will be furnished upon Contract Documents.
This Proposal is submitted by:	
Date:	(NAME AND ADDRESS OF BIDDER)
Telephone:	
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23
CAPITAL CONSTRUCTION PROCUREMENT	BID OPENING DATES: <u>February 28th, 2023</u> TRADE CONTRACT DESCRIPTION:
RM. 322 SERVICE BUILDING	Lab Controls
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 23C
LEXINGTON, KY 40506-0005	TIME: 3:00PM EST
·	ritation for Bids for the above referenced Project, e Work, the Drawings and complete Contract e General Conditions, as well as the
furnish all labor, materials, supplies and	pared by the Consultant, hereby proposes to diservices required to construct the Project in https://example.com/strain-reserved-
The Bidder hereby acknowledges recei	
ADDENDUM NO	DATED
ADDENDUM NO	
ADDENDUM NO	DATED
(Insert the number and date of any Addissued and received, the word NONE s	denda issued and received. If none has been hould be inserted.)

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY_			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUN	IP SUM OF			
(USE WORDS			WORDS)	
(1105.1405	200	DOLLARS AND _	(105 110 550)	CENTS.
(USE WOF	RDS)		(USE WORDS)	
(\$	JRES)			
BID ALTERNA	TES			
Add Alternate	No. 1: Controls in 1	1996 Building		
FOR THE LUN	MP SUM OF			
		(USE	WORDS)	
(USE WOF	RDS)	DOLLARS AND _	(USE WORDS)	CENTS.
(\$	(USE FIGURI	ES)	_)	
	(3 = = : : 3 3 :	,		

Add Alternate No. 2: Consolidated			
FOR THE LUMP SUM OF			
	(USE W	/ORDS)	
(USE WORDS)	_ DOLLARS AND	(USE WORDS)	_CENTS.
(\$(USE FIGURE		_)	
(USE FIGURE	3)		
Add Alternate No. 3: New Lab Vac		_	
FOR THE LUMP SUM OF			
	(USE W	/ORDS)	
(USE WORDS)	_ DOLLARS AND		CENTS.
(USE WORDS)	_	(USE WORDS)	
(\$(USE FIGURE		_)	
(USE FIGURE	S)		
Add Alternate No. 4: Level 01 Lob			
FOR THE LUMP SUM OF			
	(USE W	/ORDS)	
(USE WORDS)	DOLLARS AND		CENTS.
(USE WORDS)		(USE WORDS)	_
(\$)	
(\$	S)	-,	

BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)	_Small Business	(06)	Woman-Owned Large Business
(02)	_Large Business	(07)	Disadvantaged Woman-Owned Small Business
(03)	_Disadvantaged Small Business	(08)	Disadvantaged Woman-Owned Large Business
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DEFINITIONS

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 List th	e Superintendent's Name			
List til	e oupenitiendent's Name			
Revised	3/22/06			

TRADE CONTRACT - 23C - Lab Controls

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

The work covered under this Contract includes but is not limited to the following specific work items:

The work covered under this Contract includes but is not limited to the following specific work items: This work shall include all items indicated in **Section A: General Scope of Work**, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Building Controls.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor perform all work scoped herein and
 as specified in the Project Manual and Contract Drawings. This subcontract includes Controls System for
 the Sanders-Brown project, including engineering, testing and modifications required to existing active
 systems.
- Building Information Modeling (BIM) Coordination shall be 3-D VDC, based on the Construction
 Manager BIM Implementation Plan. Lay out work using 3-D surveying technology (Trimble or other).
 23B will be responsible for modeling and coordinating locations for power supplies, controllers, conduit
 racks and large/critical junction/pull boxes above ceiling to ensure accessibility. Refer to BIM
 Implementation Plan for details.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. Provide cutting and patching, saw cutting and core drilling for any penetrations required for this scope of work. No core drilling will take place without the Structural Engineer's written approval.
- 5. Provide drawings showing all required in-wall blocking. Blocking to be provided by others. If blocking is not indicated in drawings and missed, this Subcontractor will be responsible for its installation.
- Access Doors Furnish all access doors required for access to controls systems. Access doors to be installed by others
- 7. <u>Fire Stopping</u> Provide fire stopping at all controls penetrations through UL rated assemblies. This shall include fire stopping required when a new wall is built, and existing controls conduits penetrates the new wall.

- 8. Caulking and Sealing Provide caulking for all controls conduit/pathway installed in this subcontract. Subcontractor shall seal all penetrations where, Controls Conduit, and equipment penetrates interior or exterior partitions. This shall include sealing required when a new wall is built, and existing control's conduit penetrates the new wall. Ensure that all penetrations through exterior walls to receive waterproofing have been properly sealed according to the requirements of the Contract Documents and manufacturer's recommendations before waterproofing is installed.
- 9. Subcontractor is responsible for Coordination of HVAC, Plumbing, and electrical Contractor for interface between these systems and Building Automation System.
- 10. Coordinate with the Electrical Subcontractor the locations and requirements of power feeds and/or receptacles needed for all equipment provided by this scope of work. Provide electrical interconnect wiring for control's equipment to provide a single point electrical connection.
- 11. Coordinate all shutdowns or tie-in work with The Construction Manager and the Owner's Representative 2 weeks prior to performing this work.

CONTROLS

- 12. This subcontractor is responsible to furnish and install a complete operating lab controls system, including but not limited to conduit, wiring, devices, controllers, panels, workstation, software and programming. Provide controls interconnect and interlock wiring between systems and components. All controls cabling and wiring is to be in conduit. This includes all laboratory controls sequences related to Phoenix Controls.
- 13. This subcontractor shall provide all Venturi Air Valves including all necessary connections for installation on ductwork. Venturi Valves should be delivered to 23A subcontractor for installation.
- 14. This subcontractor shall review provide the scope as outlined in the responsibility matrix shown on IC0.1.
- 15. This subcontractor shall provide all controls devices and sensors as required for a complete turnkey installation. This shall include but not be limited to the following:
 - Thermostats
 - Temp sensors
 - Control valves
 - Pressure sensors
 - Flow sensors
- 16. <u>Integration</u> This subcontractor shall take primary responsibility for integration of all devices as required by the contract documents. This shall include but not be limited to the following:
 - a. For non-BACnet IP devices and equipment this subcontractor shall be responsible for either providing a tier-1 reporting device capable of communication with the device or providing an automation gateway to convert the protocol. This subcontractor shall be responsible for all programming, setup, connections and testing for all reporting devices and gateways.
 - b. For BACnet IP devices this subcontractor shall be responsible for providing the MAC Address, programming IP addresses, Gateway addresses, instance numbers, etc., providing patch cables at device and confirming device is online and ping-able.
 - c. This subcontractor shall coordinate with UK UEM for pulling-in of all controls points to Tridium and working with UK UEM to confirm that all points naming, facets, point values and states are accurate and make sense as they relate to each system.
- 17. This subcontractor shall provide occupancy sensors where required by control sequence and not already provided by others. 26A to provide occupancy sensors with auxiliary relays as shown on the lighting drawings. Any location where an occupancy sensor is required by the controls sequence but not required for lighting it shall be provided by this subcontractor. This applies to all sequences. Coordinate with the 26A subcontractor for connections to occupancy sensors that they provide.

- 18. Testing & Balancing will be by others. Coordinate with Testing & Balancing contractor including modulating Venturi valves and control valves. Review Testing & Balancing documents and provide comments for coordination.
- 19. Test and calibrate all devices and test/tune control loops prior to start of commissioning activities. Replace any devices found to be damaged, malfunctioning, or out of specifications prior to start of commissioning.
- 20. All graphics, alarming, and trending is to be by UK through the Tridium system.
- 21. Provide weekly updates of point to point check out status.
- 22. <u>Testing</u> This Subcontractor shall be responsible for all testing of systems installed under this scope of work. Provide factory testing and third-party testing as required. Coordinate all testing and inspections with Authority Having Jurisdiction and The Construction Manager. Provide multiple testing of installations as required to meet the project schedule. Extent of all testing is to be reviewed with The Construction Manager within one month of contract award to establish limits of testing and methods.
- 23. <u>Training</u> Subcontractor shall provide training and demonstrations per contract documents. Include videotaped records of training sessions. Coordinate training with W-T and owner.
- 24. Commissioning Provide commissioning support including but not limited to the following:
 - a. Completion of commissioning documentation
 - b. Attendance in commissioning meetings when directed by The Construction Manager
 - c. Onsite support during functional testing
 - d. Onsite support to resolve any commissioning issues with installed work
 - e. Ladders, lifts, tools and any other equipment required to allow Cx agent to complete their work.
- 25. <u>Site Conditions</u> All existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 26. Add Alternates This subcontractor shall review all four alternates as listed in specification section 012300 and as shown in the contract documents. This subcontractor shall provide alternate pricing for each alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification:
 - a. Add Alternate No. 1: Provide scope shown on IC0.1 noted as Alternate #1. This includes Lab Controls sequences.

END OF SPECIFIC SCOPE

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION FORM OF PROPOSAL

Improve Sanders-Brown Center on Aging/Neuroscience Facilities

Subcontract 26A – Electrical & Fire Alarm				
Project No. <u>2571.0</u> Project Title: <u>Improve S</u>	anders-Brown Center on Aging/Neuroscience Facilities			
Purchasing Officer: Ken Scott				
	shall be followed exactly in submitting a t, an additional copy will be furnished upon Contract Documents.			
This Proposal is submitted by:				
Date:	(NAME AND ADDRESS OF BIDDER)			
Telephone:				
TO: BID CLERK UNIVERSITY OF KENTUCKY	INVITATION TO BID: CCK-2689-23			
CAPITAL CONSTRUCTION	BID OPENING DATES: February 28, 2023			
PROCUREMENT	TRADE CONTRACT DESCRIPTION:			
RM. 322 SERVICE BUILDING	Electrical & Fire Alarm			
411 SOUTH LIMESTONE	TRADE CONTRACT NO.: 26A			
LEXINGTON, KY 40506-0005	TIME: 3:00 P.M. E.D.T.			
having carefully examined the site of the Documents as defined in Article I of the Specifications affecting the work as prepurnish all labor, materials, supplies and	tation for Bids for the above referenced Project, e Work, the Drawings and complete Contract General Conditions, as well as the pared by the Consultant, hereby proposes to services required to construct the Project in ts, within the time set forth therein, and at the			
The Bidder hereby acknowledges receipt of the following Addenda:				
ADDENDUM NO	DATED			
ADDENDUM NO	_ DATED			
ADDENDUM NO	DATED			
(Insert the number and date of any Adde issued and received, the word NONE sh	enda issued and received. If none has been nould be inserted.)			

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST I hereby certify:

- 1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2689-23 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325:
- 3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids:
- 4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
- 5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
- 6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
- 7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
- 8. That the bidding contractor and all Subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
- 9. In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY			TITLE
PRINT NAME_			FIRM
ADDRESS			PHONE ()
			FAX ()
CITY	STATE	ZIP CODE	DATE

Contractor Report of Prior Violations of Chapters 136,139, 141, 337, 338, 341, and 342

Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor's operations. The Contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that have occurred in the previous five (5) years prior to the award of a Contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder, in compliance with the Invitation to Bid <u>CCK-2689-23</u> having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM OF $___$			
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BID ALTERNATES			
Add Alternate No. 1: Controls in	1996 Building		
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Add Alternate No. 2: Consolidated			
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Add Alternate No. 3: New Lab Vac	uum Pump in 1979 Buil	ding	
FOR THE LUMP SUM OF			
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	DOLLARS AND		CENTS.
(USE WORDS)		(USE WORDS)	
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(USE FIGURES	S)	,,	
Add Alternate No. 4: Level 01 Lobb		nishes	
FOR THE LUMP SUM OF			
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BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01)Small Business	(06)Woman-Owned Large Business
(02)Large Business	(07)Disadvantaged Woman-Owned Small Business
(03)Disadvantaged Small Business	(08)Disadvantaged Woman-Owned Large Business
(04)Disadvantaged Large Business	(09)Other
(05) Woman-Owned Small Busin	ness

DEFINITIONS

- (01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.
- (02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.
- (03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.
- (04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.
- (05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.
- (06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.
- (07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.
- (08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.
- (09) OTHER: A concern that does not meet any of the above definitions.

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

- 1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.
- 2. List of Proposed Subcontractors and Unit Prices. (if required)
- 3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.
- 4. List of Materials and Equipment.
- 5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.

UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders are required to complete and submit the following information with their bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

ITEM	UNIT	COST PER UNIT
FOREMAN	HR	
JOURNEYMAN	HR	
APPRENTICE	HR	

PRIMARY LIST OF PROPOSED SUBCONTRACTORS

All Subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

Provide the address, phone number and contact information for the following Subcontractor/suppliers:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

<u>The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.</u>

ITEM DESCRIPTION	MANUFACTURER/SUPPLIER

IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1.	Minority and Women Subcontractors
2.	Minority and Women Material Suppliers
SUPE	RINTENDENT
project	ordance with Article 17 of the General Conditions a full-time superintendent will be required on this Below, please list the superintendent your firm will employ on this project. The successful Bidder required to furnish a resume of the superintendents' qualifications and or past projects.
List the	e Superintendent's Name
Revised 3	3/22/06

TRADE CONTRACT - 26A - Electrical & Fire Alarm

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents.

Unit 26A –Electrical & Fire Alarm

This work shall include all items indicated in **Section A:** General Scope of Work, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

All specifications as they relate to the Electrical, Telecommunications and Fire Alarm scope of work.

***Note: This Subcontractor is responsible for the requirements of the <u>complete</u> <u>Contract Documents</u> as they pertain to this Unit of Work.

- Scope of Work It is the intent for this project that this Subcontractor performs all work scoped herein and as specified in the Project Manual and Contract Drawings. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, hauling, rigging, temp. shoring, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein.
- 2. <u>Building Information Modeling (BIM)</u> Coordination shall be 3-D VDC, based on the Whiting-Turner BIM Implementation Plan. Lay out work using 3-D surveying technology (Trimble or other). This Subcontractor shall provide floor and wall penetration layout drawings for approval based on coordination drawings.
- 3. <u>PlanGrid License</u> This Subcontractor has included the necessary license(s) to PlanGrid for their office and field staff for field reference and notifications. Please note that drawings posted on PlanGrid do not supersede the Contract Documents and should only be used for reference and notifications. All submittals, RFIs, and installation work should conform to the Contract Documents.
- 4. <u>Touchplan License</u> This Subcontractor shall include the cost for the Touchplan virtual scheduling tool license for the duration of the project. The Construction Manager shall purchase, control, and have administrative rights over the Touchplan account. The total cost for 18 months is \$10,8000.
- 5. This Subcontractor is responsible for the complete construction of the Electrical work per the intent of the project documents, in preparation for new construction, and in coordination with the Construction Manager, University of Kentucky, and all other trades.
- 6. This subcontractor shall permanently de-energize existing circuits for items that are scheduled to be demoed prior to and in sequence with the overall demolition being provided by the 02A Trade Contractor.
- 7. Logistics Plan This subcontractor shall perform the following scopes which are referenced on the Logistics Plan:
 - a. Provide power feeds from temporary substation to Construction Manager's jobsite trailer at 141 Leader Ave.

- b. Provide temporary power for laydown area at 141 Leader Ave.
- Provide underground temporary conduit from temporary telephone pole to CM jobsite trailer for Internet Service Provider connection to trailer.
- d. Remove existing lightpole bases/circuits at 141 Leader Ave. back to College of Pharmacy.
- e. Remove existing temporary electrical panels at 141 Leader Ave.
- f. Remove existing temporary telephone pole at 141 Leader Ave. at completion of project.
- g. Provide perimeter lighting on site fencing at laydown area and at Sanders-Brown
- h. Provide lighting at covered walkways on the back of the Sanders-Brown building.
- 8. This contractor is responsible for all work required to complete the Contract Documents intent. Including any additional materials required to install systems per revised layout of the coordination drawings:
 - a.) Electrical
 - b.) Electrical fixtures
 - c.) Site Electrical
 - e.) Security (Rough-in only)
 - f.) Telecommunications
 - g.) Fire Alarm
 - h.) Grounding & Lightning Protection
- 9. <u>Primary Electrical Feeds</u> The primary electrical feeds and electrical transformer for the building are being reused. This Subcontractor shall be responsible for tying onto the existing building switchgear for temporary construction power and for permanent power.
- 10. Buck Hoist Temporary Feed This Subcontractor will provide and install a temporary power feed and connect the same to the Buck Hoist on west side of the building. This Subcontractor will coordinate with the General Requirements Subcontractor and the Construction Manager on layout and orientation for the same. This Subcontractor has included a complete system for the feed, breakers, conduit, feeders, disconnects, supports, and the removal of the same when the Buck Hoist is to be removed from the site. See logistics plan for additional information.
- 11. Temporary Electrical Feed for Rooms 220 (1996 Side of the Building) & 214 (1979 Side of the Building) This Subcontractor will provide and install two (2) 100A feeds from the adjacent Student Health Building's backup generator to temporarily feed Room 220 & 214 with emergency power for the duration of Construction. This will include, but not be limited to, all necessary shutdowns to the existing gear, tie ins, breakers, manual disconnects, conduit, feeders, armored cabling, install pathways above ceilings back to Sanders Brown, exterior pathways, protection of the lines, and tie in to Room 220 & 214's existing panels. The intent is that the existing power system to the 1979 portion of the building will be disabled, and these feeds will provide continuous temporary power, with emergency backup, for these two rooms, while Sanders Brown is renovated. This Subcontractor will coordinate with the University and the Construction Manager all pathways, materials, and one-line diagrams in the form of a written plan prior to proceeding with this work. This Subcontractor will work diligently, including any necessary overtime, to install this work prior to the onset of demolition activities on Level 2.
- 12. Protection of Room 214 & 220 This Subcontractor will diligently and aggressively protect Room 214 & 220 on Level 2 including any electrical or MEP feeds to the room. These rooms are to remain functional and in service, without interruption, for the entirety of the project. Prior to any demolition on Level 2, this Subcontractor will work with the Demolition and MEP Subcontractors to identify, trace, and protect the existing electrical, mechanical, plumbing and fire protection feeds to this room. During installation operations, this Subcontractor will ensure protection of the same from ongoing work. Should the rooms or the room's feeds be interrupted by work performed by this Subcontractor, all costs required to bring it immediately back into service by this Subcontractor or the Construction Manager will be borne by this Subcontractor.
- 13. Refeed of Room 214 This Subcontractor will work with the Construction Manager and HVAC Subcontractor to refeed the electrical feeds to the panel in Room 214. This will consist of running all conduit and wiring such that the necessary shut down and swap over is able to be done within one day. This swap over will not be performed until the Temporary Electrical Feed, noted above, is in place and operational. The refeed will be

installed with appropriate disconnects to allow seamless transfer between temporary and permanent power, once permanent power is ready to be utilized.

- 14. Fire Pump Feed This Subcontractor will provide the new fire pump feed from the existing transformer and into the building as a complete system. This Subcontractor will work with the Site Work Subcontractor and the Construction Manager to coordinate the amount of sidewalk that needs to be removed and poured back, which will be performed by the Site Work Subcontractor. Additionally, this Subcontractor will coordinate with the University and the Construction Manager for all necessary Transformer shutdowns and tie-ins. This Subcontractor has included all necessary digging, back filling, spoils removal, core drilling, patching, conduit, and feeders necessary for a complete fire pump feed as indicated in the Contract Drawings.
- 15. <u>Electrical Panels</u> This Subcontractor understands that the electrical panels will be procured early by the University. As a result, the OFCI electrical panels will be received and inventoried, in writing, by this Subcontractor. This Subcontractor has included any necessary temporary insured storage of panels until they are needed on site, all coordination, shaking out of panels, inspection, installation, and connections to the same.
- 16. Generator This subcontractor shall provide and install the generator and generator day tank including all piping and controls between generator and generator day tank. Provide fuel tank alarms and generator remote annunciator including all wiring for a complete system.
- 17. <u>VFDs</u> This Subcontractor shall be responsible for mounting and wiring VFDs provided by others. This Subcontractor shall also be responsible for all pathways and wiring from VFD to equipment.
- 18. <u>Lighting</u> This Subcontractor shall be responsible for all lighting as required by the Contract Documents to include but not be limited to the following:
 - Light fixtures
 - Exit Signs
 - Switches
 - Occupancy Sensors
 - Lighting Controls
 - Power supplies
 - Remove, rewire and replace existing lighting as indicated
- 19. Equipment Power This Subcontractor shall be responsible for final electrical connections to all equipment as indicated on the Contract Documents. This shall include but not be limited to:
 - Door auto-operator
 - Fire Alarm Panels & Annunciator
 - Two-Way Communication Master Panel
 - Trap primer unit
 - Power for security/access control panels
 - Power for BAS controllers
 - Elevator & Elevator Cab Lights
 - VAV Controls
 - Split System Units (IDUs & OUs)
 - Condensate Pump
 - Fire Pump
 - Air Compressor
 - Smoke Dampers
 - Water Heaters
 - Elevator Sump Pump
 - Exhaust Fans
 - Lighting Controls Panel
 - Tie-ins to Lab Ceiling Utility Panels
 - Lab Casework power tie-ins

- 20. <u>Telecommunication</u> This Subcontractor shall provide all material and labor required for a complete telecommunication install as required by the Contract Documents. This shall include but not be limited to the following:
 - MDF racks
 - Patch panels
 - Grounding bar
 - Fiber
 - Data receptacle/ports/jacks
 - Data drops for security/access controls
 - Terminations of all data cables
 - Testing of all data cables
 - Tie-ins to Lab Ceiling Utility Panels
 - Data drop for BacNet IP devices including but not limited to:
 - o BAS Reporting Devices
 - Lighting Controller
 - o Elevator Controller
 - Security points such as card readers
- 21. Lighting Controls This Subcontractor shall provide lighting controls and sequence of operations.
- 22. <u>Grounding</u> This Subcontractor shall be responsible for all grounding and lightning protection as required by the Contract Documents. Provide lightning protection at data cables where they enter the building and transition to indoor rated cabling at that point.
- 23. This Subcontractor shall be responsible for all pathways for this scope of work as well as for Security. This shall include all conduit, boxes, raceways, flexible conduit, etc. This Subcontractor is responsible for all pathways with the exception of those required for HVAC Controls which will be completed by 23A.
- 24. <u>Security Rough-in</u> This Subcontractor shall be responsible for all conduit, boxes and raceway required for access control, security, and video surveillance. Coordinate with 08A for full rough-in requirements. This Subcontractor shall provide pathway into concrete bases for security bollards at the main entrance.
- 25. <u>Fire Alarm</u> This subcontractor shall carry a price of \$125,000 to have Johnson-Control/Simplex perform the fire alarm rework for this project. This Subcontractor (via Simplex) shall be responsible for all design, material and labor required to provide, install, program, test, and commission the complete fire alarm system for the building.
- 26. This Subcontractor shall provide all fire alarm control panels, annunciator panels, network interface panel, fiber connection, etc. as required by the Contract Documents.
- 27. This Subcontractor shall provide all fire alarm devices as required by the Contract Documents to include but not be limited to:
 - Speaker and flashing light combo
 - Speaker
 - Flashing light
 - Break glass station
 - Smoke detector
- 28. This Subcontractor shall wire and monitor the following devices provided by others as required by the Contract Documents:
 - Tamper switches
 - Flow switches
- 29. This Subcontractor shall provide fire alarm connection for building security/access control panels

- 30. This Subcontractor shall provide all relays required for fire alarm connections to the elevator.
- 31. <u>Equipment Pads</u> Lay out all locations and sizes of equipment pads required for this scope of work and submit a shop drawing. Pads provided by others.
- 32. <u>Access Doors</u> Furnish all access doors required for access to electrical & fire alarm system. Access doors to be installed by others.
- 33. <u>Fire Stopping</u> Provide fire stopping at all electrical & fire alarm penetrations through rated assemblies.
- 34. <u>Protection</u> This Subcontractor shall be responsible for identification and protection of all work that will remain exposed after installation. Costs to repair or replace inadequately protected work that becomes damaged shall be borne by this Subcontractor.
- 35. Subcontractor shall seal all penetrations where electrical wire or conduit penetrates interior or exterior partitions. Ensure that all penetrations through exterior walls to receive waterproofing have been properly sealed according to the requirements of the Contract Documents and manufacturer's recommendations before waterproofing is installed.
- 36. <u>Electrical Supports</u> This Subcontractor shall be responsible for mounting of all devices, equipment, etc. related to this scope of work. This shall include all means and methods include additional steel supports, unistrut supports, threaded rod, hangers, etc.
- 37. <u>Labeling</u> Furnish and install labels and signage which meet Contract Documents along with the governing code for electrical systems. Identification (labels, tags, schedules, engravings, etc.) for all items including conduits and raceways provided by this unit of work. Temporary labels and schedules are required for any panels and switchgear that are activated. Update labels as work is installed.
- 38. Temporary Power Provide conduit, cable, and panels for temporary power within the building and onsite during construction. Furnish, install and wire power stands at each floor and for site and break area. The intent is to provide a panel and multiple power stands for site, a panel and multiple stands for the break area and a panel and multiple stands for the building. This temporary power shall be fed from the main building transformer and all required equipment, conduit and devices from this point is the responsibility of this Subcontractor. See site logistics plans for details.
- 39. Temporary Lighting Provide temporary lighting for entire building to include all fixtures, pathways, junction boxes & wiring and feed from temporary service during construction. Use low voltage construction lighting system such as clear-vu Flex SLS 3.0 system. Install lighting as needed to maintain OSHA required light levels and adjust or add lighting as walls are added. Provide site lighting capable of maintaining a minimum of four foot candles. This Subcontractor shall also provide temporary lighting at temporary fencing and temporary pedestrian walkways. See site logistics plans for details. This subcontractor shall provide two (2) MXF041-1XL Milwaukee Rocket Tower Lights with MX Fuel Red Lithium XC406 Battery Pack for planned night work on exterior of building. These temporary lights will be turned over to the construction manager and used at the
- 40. This subcontractor shall be responsible for coordination of slab on grade saw cutting and removal for 02A Demolition and new slab on grade installation with other trades per BIM coordination drawings. This subcontractor shall provide a coordination drawing detailed with specific locations for existing slab on grade to be cut/removed so that this subcontractor's work below slab can take place. Slab removal shall be by 02A after coordination. This subcontractor shall be responsible for excavation/trenching below slab for this work and shall be responsible for installation of rock bedding for new piping installed. This subcontractor shall be responsible for all inspections of under slab piping. Concrete pour back to be completed by others. Any rework, as a result of failure to coordinate work by this subcontractor, shall be the responsibility of this subcontractor.
- 41. Commissioning Provide commissioning support including but not limited to the following:
 - Completion of commissioning documentation
 - Attendance in commissioning meetings when directed by The Construction Manager

- Onsite support during functional testing
- Onsite support to resolve any commissioning issues with installed work
- Ladders, lifts, tools and any other equipment required to allow Cx agent to complete their work.
- 42. <u>Site Conditions</u> All existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings as so not to damage during construction. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.
- 43. <u>Traffic Control</u> This Subcontractor will provide a flagman with stop signs and appropriate training to assist and manage traffic flow, for deliveries to make a safe and secure exit out of the Construction site. This Subcontractor is fully aware that the construction site is within a high traffic campus corridor with continuing operations throughout the construction process. To that end, this Subcontractor will work hand in hand with the Construction Manager to ensure deliveries, manpower, and general construction traffic are conducted in such a manner as to provide a safe and undisturbed environment for the pedestrian and vehicular traffic, which includes but is not limited to: cleanup of all vehicle debris, mud, materials, adjusting haul routes and hours, adjusting exit routes, parking in designated areas, deferring to campus traffic, posting flagmen, etc.
- 44. Add Alternates This Subcontractor shall review the alternates as shown in the Contract Documents. This Subcontractor shall provide alternate pricing for the alternate as applicable for this scope of work. If no applicable work exists, then alternate pricing shall be \$0. Items listed below shall part of this Subcontractor's scope for the add alternates. This list is NOT a comprehensive list and is only intended as additional clarification.
 - Add Alternate #1 Install power to BAS panels for controls alternate
 - Add Alternate #2 –Provide and install consolidated generator and day tank. Provide new ATS. Remove 1979 generator and turn over to UK. Provide temporary generator for back-up power to Rooms 214 & 220 during switchover to new generator.
 - Add Alternate #3 Power feeds to new Lab Vacuum Pump

END OF SPECIFIC SCOPE