



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal
UK-2322-23

Proposal Due Date - 03/22/2023

Program Manager Services
UKREC Princeton Recovery



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2322-23	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	03/01/2023	UNIVERSITY OF KENTUCKY
Title:	Program Manager Services – UKREC	PURCHASING DIVISION
Purchasing Officer:	Princeton Recovery	411 S LIMESTONE
Email	corey.leslie@uky.edu	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 03/22/2023 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.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 a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 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 the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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Attachment A: Recovery Projects

Attachment B: Sample Construction IFB and RFP Documents

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

The term "UKREC" means the University of Kentucky Research and Education Center located in Princeton, KY.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The intent of this Request for Proposal (RFP) is to solicit Proposals from qualified, experienced, financially sound, and responsible firms to provide professional program management services to oversee and coordinate the efforts of several tornado recovery projects at the University of Kentucky Research and Education Center (UKREC) in Princeton, Kentucky.

The successful firm's proposal will demonstrate expertise in providing program management of multiple projects in various phases of planning, design, bid & award, construction, and post-construction.

See **Attachment A – Recovery Projects**, for more details on projects planned and in progress.

See **Attachment B – Sample Construction IFB and RFP Documents**, for details on the documents that describe project contractor's rights and obligations with the University.

The successful firm will be required to enter into a Kentucky Personal Service Contract agreement. Personal Service Contracts will be constructed based on a lump sum for the projects and timelines detailed in this RFP and as modified by addenda.

2.2 Background Information

The University of Kentucky Research and Education Center is fundamentally interdisciplinary, applying the biological and social sciences to challenges in agricultural, food and environmental systems. Our scholarship encompasses human and natural resources and their interaction.

UKREC holds a unique position as part of the Kentucky Agricultural Experiment Station and the Kentucky Cooperative Extension Service and remains dedicated to sustaining the heritage of impact and achievement by these great institutions and the rapidly changing issues and challenges associated with them.

As part of the University of Kentucky we:

- Facilitate life-long learning, informed by scholarship and research.
- Expand knowledge through creative research and discovery.
- Serve Kentucky communities by disseminating, sharing and applying knowledge.

In December 2021, the facility took a direct hit from the powerful tornado that carved a path of destruction across the western half of the Commonwealth.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a

transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal

research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

King's Daughters Medical Center based in Ashland Kentucky officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio, and West Virginia. Its health system is comprised of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company, and six urgent care centers.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran, and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	03/01/2023
Voluntary pre-proposal Conference	11 a.m. Eastern Time on 03/08/2023 via Zoom
Deadline for Written Questions	1 p.m. Eastern Time on 03/14/2023
RFP Proposals Due	3 p.m. Eastern Time on 03/22/2023
Offeror Presentations	TBD

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Corey W. Leslie
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
E-mail: cckbidquestions@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Pre-Proposal Conference

A pre-proposal conference will be held via Zoom on **03/08/2023** at **11am** Eastern Time to give prospective offerors an opportunity to ask questions and clarify the University's expectations.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail.

- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to questions submitted by the deadline and make them available to all offerors. The questions and answers may be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee on or around the date provided in section 3.1.

Any offeror invited to make a presentation should provide a copy of their presentation materials to the Purchasing Officer on a USB drive immediately prior to their presentation time slot.

If the committee has requested that the offeror also bring a Best and Final Offer (BAFO) to the presentation, the BAFO must be provided to the Purchasing Officer in a sealed and labeled envelope and on a *separate* USB immediately prior to the presentation time slot.

3.5 Preparation of Offers

The offeror is expected to follow all specifications, terms, and conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.7 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies
- **Financial Proposal:** One (1) copy on electronic storage devices (USB) clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies
- The University strongly encourages Offerors to identify one of the printed copies of the Technical proposal and the Financial Proposal as the "Purchasing Copy" by label, stamp, or other clearly visible means. Should any deviations between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 **Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 Questions

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely, and in the order listed, to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In addition, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80

	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors shall describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

- a) Provide an overview of your firm, including history, organizational structure, ownership structure, names of principals, number of employees, years in business and areas of program management expertise.
- b) List and briefly describe 3-5 comparable projects managed by your firm. For each project, include project owner, project location, contact name and title, address, current/accurate telephone number and email address.
- c) Provide an organizational chart of your firm indicating lines of authority for personnel involved in managing this program. Describe your internal mechanisms to ensure oversight and involvement of your management staff in meeting University objectives.
- d) Affirm your understanding that the personnel you propose to perform this work may not be substituted after award for reasons within your firm's control. Describe your firm's backup/contingency plan to provide uninterrupted high-quality services in the event of the program manager's separation due to an unforeseeable circumstance or due to the University's request.
- e) Describe any contract that another party has terminated with your firm for default in the last five (5) years.
- f) Indicate your firm's capacity and intent to proceed without delay upon receipt of executed contract documents.

4.6 Criteria 2 – Services Defined

The purpose of the Services Defined section is to determine how well your organization and offerings correspond with the University's environment and program management needs.

- a) Describe in narrative form how your firm would perform the proposed services. Based on experience with similar engagements, describe the services that your firm can offer the University. While brevity is preferred, the narrative should sufficiently detail to convey the Offeror's expertise of the subjects and skills necessary to complete engagements.
- b) Describe your approach to program management. Describe the methodology your firm employs to ensure successful project planning, management, control, and completion. What factors differentiate your firm from others offering similar services?
- c) Describe your firm's use of technology and communication. Do you utilize web-based reporting tools? What presentation platforms (PowerPoint, Prezi, etc.) do you commonly utilize? Describe other technology tools in use within your firm, both proprietary and non-proprietary.
- d) Describe ideas or methodologies that your firm employs that may produce cost savings for the University during the recovery effort. List any value-added services your firm offers that would be at no additional charge to the University.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Explain how your firm/team approaches scheduling and schedule maintenance to ensure a successful on time completion of the design and construction phases.

4.9 Criteria 5 – Other Additional Information

Offerors may describe any value-added services or products offered by your firm which may complement your Proposal.

Offerors are strongly encouraged to describe in detail their company's commitment to diversity, equity, and inclusion. Information should include the DEI initiatives for recruiting, hiring, and promoting within their organization, as well as a description of outreach efforts to do business with Diverse Business Enterprises as they conduct their business.

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 Special Conditions
Not Used.

6.1 Contract Term

The contract resulting from this RFP shall be effective until closeout of the final project under this program, including builder's warranty. See **Attachment A – Recovery Projects** for the anticipated timeline.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all, or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance**Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos
Professional Liability (Errors & Omissions)

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)
\$1,000,000 each occurrence

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.23 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.24 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>. Access/click the dropdown menu within the web page for the rates information.

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>.

6.25 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

7.0 SCOPE OF SERVICES

The Program Manager will provide the following general services:

- ≡ Serve as the Owner's Representative and University Program Manager for the duration of the UKREC Princeton recovery.
- ≡ Coordinate and document communications with and among the design teams, construction teams, permitting bodies, end users, and other stakeholders.
- ≡ Coordinate the planning, design, bid & award, construction, and post-construction phases of all UKREC Princeton recovery projects.

7.1 Detailed Services Defined

PROGRAM-WIDE SERVICES:

Project Organization and Reporting

- ≡ Develop and maintain lines of communication among internal and external Project Team members to ensure effective communication and timely issue resolution.
- ≡ Lead and document project-related meetings to ensure that project goals and objectives are met.
- ≡ Document all significant items requiring follow up or resolution.
- ≡ Develop a comprehensive Project Directory including all contact information for each team member and update as new members are added to the team.
- ≡ Document management and control including all construction and construction administration documents, correspondence, and as-built plans.
- ≡ Provide expert witness services, as needed

PLANNING PHASE SERVICES:

Master Program Budget

- ≡ Update, monitor and maintain the Master Program Budget developed by University of Kentucky and assist with potential budget reduction strategies, if budget updates indicate overages beyond accepted margins.
- ≡ Review and process all project related invoices to determine whether they are in accordance with executed contract terms.

Master Program Schedule

- ≡ Update and Maintain comprehensive Master Program Schedule that identifies and includes all significant planning, design, and construction activities including all University of Kentucky approval activities and major milestones.

DESIGN PHASE SERVICES:***Constructability and Value Engineering***

- ≡ Participate in and assist with design meetings
- ≡ Provide initial and ongoing review of the specifications and basis of design narratives.
- ≡ Provide review of each design development package. Provide input regarding constructability, capital budget adherence, life cycle cost, product longevity, sustainability and compatibility and schedule implications.
- ≡ Provide potential upfront and long-term cost-savings analysis.
- ≡ Provide analysis of all potential scope gaps in terms of feasibility and risk.
- ≡ Assist with permitting and governmental approvals.

BID & AWARD PHASE SERVICES:

- ≡ Provide a procurement phasing plan compliant with applicable laws, policies, and procedures.
- ≡ Support bidder and offeror outreach efforts to attract competition for public solicitations
- ≡ Attend all pre-bid and pre-proposal meetings and assist with responses to bidder/offeror questions.
- ≡ Provide post-bid reviews and offer opinions on the best value option to the university.

CONSTRUCTION PHASE SERVICES:***Construction Administration***

- ≡ Monitor Submittal, Request for Information and Change Order Logs to track resolution of issues and to provide Design and Construction input when necessary.
- ≡ Monitor the preparation and submittal of change orders for compliance with contract terms, and validity of proposed changes. Make recommendations regarding approval of all change orders.
- ≡ Monitor the preparation of procurement logs to ensure timely delivery of materials.
- ≡ Coordinate the activities of construction contractors, design teams and other owner-managed vendors including equipment vendor, signage vendor, and furniture vendor.

POST CONSTRUCTION PHASE SERVICES:***Oversight of Facility Certification and Occupancy***

- ≡ Oversee the orderly transition of spaces to CAFE following the completion of occupancy and close-out activities.
- ≡ Follow up on all punchlist items, warranty items, and warranty inspections with Design and CM firms.
- ≡ Coordinate with Owner vendors including equipment, signage, and furniture vendors.
- ≡ Orchestrate a thorough close-out process. This process will provide for financial closeout as well as a comprehensive transfer of project documentation and contractual closeout documentation.

7.2 Optional Services

Offeror may provide information regarding any optional services offered by their firm which may be related to this Request for Proposals. Any pricing information regarding the optional services should be listed within Offeror's Financial Proposal.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered, utilizing Attachment B – Staffing Matrix as the staffing basis. All reimbursements are to be included in the total fee.

8.1 Basic Fee

Provide a lump sum firm fixed fee quotation to perform the Program Management services required for UKREC Princeton recovery.

Having become thoroughly familiar with the qualifications and services required for this RFP, and in consideration of the terms and conditions of the same, proposes and agrees to perform Program Management Services

FOR THE LUMP SUM OF _____
(USE WORDS)

(USE WORDS) DOLLARS AND _____ CENTS.
(USE WORDS) (USE WORDS)
(\$ _____)
(USE FIGURES)

Upon mutual agreement, the Owner and Contractor may extend this agreement beyond the forecasted program end date at the rate of:

(USE WORDS)

(USE WORDS) DOLLARS AND _____ CENTS.
(USE WORDS) (USE WORDS)
(\$ _____)

Per month.

8.2 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above shall be supplied and will be used for proposal evaluation purposes.

ATTACHMENT A – RECOVERY PROJECTS

Equipment Shed #1 (contracted)

32' x 112' 3-sided Pole Barn Storage Structure

\$125,890.00

Completion date of mid-May 2023

Equipment Shed #2 (contracted)

32' x 116' 3-sided Pole Barn Storage Structure

\$131,800.00

Completion date of mid-May 2023

Equipment Shed #3 (contracted)

40' x 112' drive-thru Pole Barn Storage Structure

\$127,200.00

Completion date of mid-May 2023

Equipment Shed #4 (contracted)

40' x 112' drive-thru Pole Barn Storage Structure

\$127,200.00

Completion date of mid-May 2023

Equipment Shed #5 (contracted)

40' x 112' drive-thru Pole Barn Storage Structure

\$127,200.00

Completion date of mid-May 2023

ATTACHMENT A – RECOVERY PROJECTS

Equipment Shed #6 (contracted)

32' x 64' 3-sided Pole Barn Storage Structure

\$89,500.00

Completion date of mid-May 2023

Dark Fire-Cured Tobacco Barn (contracted)

32' x 64' Enclosed Pole Barn Tobacco Structure

\$254,900.00

Completion date of mid-May 2023

Air-Curing Tobacco Shed (contracted)

32' x 98' Pole Barn Tobacco Shed Structure

\$169,990.00

Completion date of mid-May 2023

Air-Cured Tobacco Barn (design phase)

32' x 96' Enclosed Pole Barn Tobacco Structure

Estimated cost of \$383,000.00

Completion date of summer 2023

Tobacco Greenhouse (construction began Feb 15)

35' x 60' plastic greenhouse structure

\$40,000.00

Completion in March/April 2023

Pesticide Storage Facility (quoted, awaiting approval and sole source approval) Tract 300

36'x23.5' Steel Fabricated Turn-Key Chemical Storage Unit

ATTACHMENT A – RECOVERY PROJECTS

\$450,000.00

Completion in Summer 2023

Chemical Storage Facility (pre-design)

45'x135' pole barn structure with ATV storage, cage storage, pesticide mixing room, bathrooms, and sprayer mixing/cleanout bay

No quotes at this time.....estimated cost of \$350-500K

2024 after temporary shop structure is moved

Grain Crops Greenhouse (pre-design)

Replacement greenhouse structure

No quotes at this time.....estimated cost of \$400K

2025 after temporary office structures are moved

Horticulture Greenhouse (pre-design)

Replacement greenhouse structure

No quotes at this time.....estimated cost of \$400K

2025 after temporary office structures are moved

Headhouse Structure for Greenhouse Complex (pre-design)

Replacement headhouse structure, possibly pole-barn structure

\$300,000.00

2025 after temporary office structures are moved

Animal & Food Sciences Barn (design verbally approved by principal user/need to develop bid documents)

(Replaces #7822)

ATTACHMENT A – RECOVERY PROJECTS

192' x 22' Mono-slope metal structure Feeder Barn (upgraded pen design included in initial design however not part of insurance)

AgCentral is working on a structure/pen design based of our initial drawings thru their suppliers

No quotes at this time

Completion date of Fall 2023/Winter 2023

Animal & Food Sciences Barn (design verbally approved by principal user/need to develop bid documents) Tract 300

(Replaces #7821)

30' x 60' Gable Roof Pole Barn Concrete Floor 3-Sided Cattle Storage Barn

No quotes at this time

Completion date of Fall 2023

PSS Cattle Handling (initial design/vendor consultation phase)

(Replaces #7883 PSS)

Replaces/relocates PSS (Forage) cattle handling that was insurance claim to Tract 200.

Met 1/23/23 with Drs. Matthews, Teutsch, Knott and VanValin; revised layout

Sending current layout to Tarter rep today for further design with their components after meeting on-site 2/6/23

Chute/Equipment \$27,000 (For-Most unofficial email quote; awaiting official) + cattle handling (3 holding pens & lane) + small roof & concrete pad for chute

Completion date of Fall 2023

AFS Cattle Handling (initial design/vendor consultation phase) Tract 300

(Replaces #7883 AFS)

Replaces/relocates AFS (Animal Science) cattle handling that was insurance claim to Tract 300.

Chute/Equipment \$27,000 (For-Most unofficial email quote; awaiting official) + small roof & concrete pad for chute

Completion date of Fall 2023

ATTACHMENT A – RECOVERY PROJECTS

Fuel Island (initial design/vendor consultation phase)

Initial designs in process

Will be installed adjacent to Shop (7837)

Will need data from Shop

Concrete Silage Pad (project completed Summer 2022)

(Replaced #7847, 7848, 7874)



UNIVERSITY OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2314-23

Proposal Due Date – 3/1/2023

CM Services

Project #2591.1

RENEW/MODERNIZE CHARLES E. BARNHART BUILDING



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2314-23	RETURN ORIGINAL COPY OF PROPOSAL TO: UNIVERSITY OF KENTUCKY PURCHASING DIVISION 411 S LIMESTONE ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005
Issue Date:	2/2/2023	
	CM Services	
Title:	Project 2591.1 Renew/Modernize Charles E. Barnhart Building	
Purchasing Officer:	Corey W. Leslie	
Phone:	corey.leslie@uky.edu	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 3/1/2023 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.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 a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 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 the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky desires the services of an experienced and highly qualified construction management firm to provide "FULL SERVICE" construction management on the proposed project. The Construction Manager (CM) selected will become a responsible, cooperative and contributing member of the Owner's professional team for the design and construction of the project. The Construction Manager (CM) will provide assistance and advice and provide management services to the Owner and design consultants to assure the project is completed within defined budget, program and schedule.

The total scope of this project is \$45 million. The project will be designed with a total construction budget of approximately \$32,700,000.00 to include costs for Construction Management Services as well as for the award of trade contracts.

A contract will be awarded for the design phase, bidding, construction, and post-construction phase services.

The contract established for construction management services will be of a pure agency relationship through Phase 4 Bidding, and then convert to a "LUMP SUM, AT RISK" contract.

The Construction Manager (CM) will not be allowed to self-perform work or bid on any of the proposed work categories. The Construction Manager will hold all construction contracts.

The Scope of Services is further defined in Section 7.0 of this Request for Proposal (RFP).

2.2 Background Information

The University of Kentucky would like to revisit recommendations from a 2017 master plan study to add approximately 34,000 GSF of auditorium, classrooms, meeting rooms, collaborative student spaces, dining and professional kitchen space, and office space to the existing Barnhart building by working with the College of Agriculture to develop a solid program and design for additional space to meet current and future needs. Design work will also include evaluation of existing public spaces, bathrooms and shared spaces within the building and any recommendations for upgrades of finishes and fixtures.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190

students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan

Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors

- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

SAMPLE

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	02/02/2023
Pre-Proposal Conference (Optional)	02/09/2023 at 1 p.m. Eastern Time
Deadline for Written Questions	02/15/2023 at 3 p.m. Eastern Time
RFP Proposals Due	03/01/2023 at 3 p.m. Eastern Time
Offeror Presentations*	03/22/2023
Contract Award*	03/24/2023

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Corey W. Leslie
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9100
Fax: (859) 257-1951
E-mail: cckbidquestions@email.uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on **02/09/2023** at **1PM** Eastern Time in the first-floor elevator lobby of the Charles E. Barnhart Building to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to questions submitted by the deadline and make them available to all offerors. The questions and answers may be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee. A copy of the finalist presentation is to be provided in electronic format on a USB drive on the date of presentation.

3.5 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions, and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and five (5) printed copies in a single package, separate from the Financial Proposal.
- The University strongly encourages Offerors to identify one of the printed copies of the Technical proposal as the "Purchasing Copy" by label, stamp, or other clearly visible means. Should any deviations between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.
- **Financial Proposal Submission** is discussed in Sections 4.7 and 5.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing

by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - [Offeror Qualifications](#)
- Criteria 2 - [Services Defined](#)
- Criteria 3 - [Financial Proposal](#)
- Criteria 4 - [Evidence of Successful Performance and Implementation Schedule](#)
- Criteria 5 - [Other Additional Information](#)

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80

	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

4.5 **Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

- a) Provide a brief narrative describing of the history of your firm. Identify the number of employees in your firm, and the ownership.
- b) Provide an executive summary profile of your firm indicating the total annual volume of work; an overview of the firms resources; the approximate percentage of University related work versus other project types; a breakdown of your firms volume relative to CM @ Risk, CM Agency, Lump-sum negotiated, Lump-sum hard bid, design-build, etc.; Indicate whether your firm routinely self performs any trade work and if so the relative amount of self-performed work to the total volume. Indicate what resources, if any, your firm has regarding self-performed trade work. Provide any other information necessary to describe your core business parameters.
- c) Provide an organizational chart of your firm indicating the lines of authority for the senior personnel involved in performance of this contract and relationships of this staff to other programs or functions of the firm. This chart should show lines of authority to the next senior level of management beyond the project team level.
- d) Has your firm had a contract terminated for default in the last five years? If so, describe such incident.
- e) Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.

4.6 Criteria 2 – Services Defined

The CM should provide documentation of their understanding of the services requested in the RFP and contract documents.

- b) Your proposal should provide for the completion of all work necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology to accomplish the work described. The plan should be in sufficient detail to convey to the evaluation team the CM's knowledge of projects of similar scale and complexity and the CM's knowledge of the requirements, demands, and constraints of this project.
- c) Explain how your firm/team approaches budgeting and budget maintenance to assure a successful completion within budget.
- d) Provide an organization chart, resumes of key team members, and brief description of roles and responsibilities. **Include a detailed staffing chart for each phase of construction indicating the on-site staffing that you feel is necessary to provide the construction services requested.**
- e) Describe your firm's strategy to promote local trade, contractor, and vendor participation this project.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Explain how your firm/team approaches scheduling and schedule maintenance to assure a successful on time completion of the design and construction phases.

4.9 Criteria 5 – Other Additional Information

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

Offeror is strongly encouraged to describe in detail their company's commitment to diversity, equity, and inclusion. Information should include the number of diverse individuals that the vendor employs as well as a description of outreach efforts to do business with Diverse Business Enterprises as they conduct their own business.

5.0 EVALUATION CRITERIA PROCESS

Phase 1: Technical Proposal

Evaluation Process and Scoring

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, presentations to the committee, additional information requested by the University for clarification, and information obtained from references and independent sources.

The evaluation committee will review proposals and discuss the merits of each Offeror's technical proposal. Each committee member will independently evaluate the Phase 1 proposals and indicate an ordinal ranking (1st, 2nd, 3rd, etc.) of the firms for each evaluation criteria contained in this document and weighed per criteria described in the table below. Each committee member's final score for each firm will be the weighted average of the ordinal rank for each evaluation criteria using the points available for the evaluation criteria. The firm's overall Phase 1 score will be the composite score of all committee members' scores for the firm.

Criteria Description	Phase 1 Criteria Weight
Project Team Qualifications	30
Services Defined	30
Qualifications – Firm	20
Scheduling Ability	10
Constructability and Interdisciplinary Coordination Review	10

The total weighted average points awarded to each Offeror by the committee members will determine the Phase 1: Technical Proposal ranks, and corresponding scores as illustrated below:

Rank	Phase 1 Score
1st	100
2nd	90
3rd	80
4th or below	70

The first, second, and third ranked firms may proceed to Phase 2. An Offeror that receives points below the natural break of points awarded for Phase 1 may be eliminated from further consideration regardless of the number of proposals received. The committee reserves the right to advance additional firms to Phase 2 in the event of a tie score or by decision of the committee.

Phase 2: Finalist Presentations and Non-Price Total Score

Evaluation Process and Scoring

Offerors that advance to Phase 2 will be invited to make finalist presentations to the evaluation committee and may be requested to provide additional or clarifying information.

Each Finalist should provide their financial proposal to the Purchasing Officer indicated in this document in the format(s) requested on or before the time and date of their presentation. No evaluation committee member will have any knowledge of any Offeror's financial proposal until released by the Purchasing Officer.

Phase 2, Step 1: Finalist Presentations Scoring

After all Finalist Presentations are concluded, each evaluation committee member will independently rank each Offeror.

The evaluation committee will then discuss and determine the ranking of each Offeror. The total weighted average ranking of each Offeror will determine the overall Phase 2, Step 1: Finalist Presentations rank, and corresponding score as illustrated below:

Rank	Phase 2, Step 1 Score
1st	100
2nd	75
3rd	50
4th or below	25

Phase 2, Step 2: Non-Price Total Score

The Non-Price Total Score is calculated by adding the Phase 1 score and Phase 2, Step 1 Score. The maximum Non-Price Total Score is 200.

Phase 3: Financial Proposal Score

The maximum Financial Proposal Score is 200. The Offeror proposing the lowest price/score will receive the maximum score of 200. Each higher financial proposal will receive a proportional score as determined by the formula below:

$$\frac{\text{Lowest Price}}{\text{Offeror's Price}} \times 200 = \text{Offeror's Financial Proposal Score}$$

Best and Final Offer (BAFO):

The Offeror(s) with the highest total scores from Phases 1, 2, and 3 may receive a request for a Best and Final Offer from the Purchasing Officer.

BAFOs are Financial Proposals and are scored identically.

Basis of Award: Offeror's Total Score

Maximum Phase 1: Technical Proposal Score	100	
Maximum Phase 2: Finalist Presentations Score	100	
Maximum Phase 3: Financial Proposal Score	200	
Maximum points available for Offeror's Total Score		400

The Offeror's Total Score is calculated by adding the Non-Price Score and the Offeror's Financial Proposal Score

The Offeror with the highest Total Score will receive the evaluation committee's recommendation for award unless the Offeror's Financial Proposal exceeds the authorized budget.

6.0 SPECIAL CONDITIONS

Refer to attachment C – Special Conditions CM at Risk

6.1 Contract Term

Refer to attachment C – Special Conditions CM at Risk

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards, or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance**Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages, or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

Employers' Liability Insurance. The Construction Manager shall acquire and maintain Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 limits of liability for all employees who will be working at the Project site.

Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$100,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$10,000,000 will be required.

The limits of liability shall not be less than \$5,000,000 each occurrence combined single limits for bodily injury and property damage.

Comprehensive Automobile Liability Insurance. Policy limits shall not be less than \$2,000,000 for combined single limits for bodily injury and property damage for each occurrence.

Umbrella Liability Insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

Workers' Compensation- Statutory Requirements (Kentucky)

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

N/A

6.23 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies

N/A

6.26 Copyright Ownership and Title to Designs and Copy

N/A

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

N/A

6.29 Requirement for Contract Administration Fee

N/A

6.30 Payment Terms

See Attachment A – General Conditions, CM at Risk

7.0 SCOPE OF SERVICES

The Construction Manager (CM) will provide the following services:

- Design Phase (Review of Construction Documents and estimating)
- Bid and Award
- Construction, including Acceptance
- Post Construction, including Warranty.

The CM, in consultation with the Designer of Record and the University, will recommend the deliverables of project schedule consistent with Bid Packages necessary to complete the construction within the specified time. Subject to the approval by both the Designer of Record and University the CM will assume the lead in developing and maintaining the project schedule, bidding, construction progress, facility acceptance, and all post construction activities.

7.1 Detailed Services Defined

Each Offeror shall provide information, documentation and other necessary materials that best demonstrates and informs the University of the firm's abilities, professional competence, experience and expertise that will enable the firm to provide the construction management services desired. Demonstrated experience and success in promoting and achieving project MBE/WBE participation is desirable. Each Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

The submittal response should be focused with straight forward concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (50) fifty pages, not including any preprinted firm information and brochures. Broad scope of services that may be required on this project include, but not necessarily be limited to those described below:

Please complete the attached matrix entitled "Construction Phase Staffing Standardization Matrix", "Offeror's Recommended Staffing", Attachment "G" providing the staffing level you would recommend for the duration of construction activities.

7.1.1 Design Phase Services

The University has retained an Architect of Record (BHDP Architecture) to provide design and conventional architectural contract administration services for *the* project. The CM, in consultation the Architect and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both the Architect and the University.

The CM shall:

1. Prepare required detailed construction cost estimates at each phase of design (I, II, III) to support the design process.
2. Participate in Phase III Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, scheduling and document development. In addition, the Construction manager will provide a comprehensive,

independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.

3. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents.

7.1.2 Bid And Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to insure that all bidding activities result in qualified contractors for the lowest possible costs.
- 2) Bids will be solicited by the University in accordance with the Commonwealth of Kentucky Model Procurement Code (KRS 045A). The CM will participate in the post bid evaluation and verification of the qualifications of the firms submitting apparent low bids for each of the bid packages for the project to assist in the determination of the proposals representing the best value to the University.
- 3) As each trade contract and/or purchase order is executed by the CM, the contract between the CM and the University shall be adjusted by an equal amount so that the total contract sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus the base fee for CM Services previously established during Phase II of the CM selection process.

7.1.3 Construction Phase Services

The CM shall:

- 1) Enter into direct contracts with all Trade Contractors and Suppliers.
- 2) Assume the responsibility for the overall administration of construction contracts.
- 3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality and contract compliance of the trade contractors and suppliers.
- 4) Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.
- 5) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 6) Request pricing, review and negotiate costs, and make recommendations on all necessary changes to the contracts and/or purchase orders. The contract between the CM and the University shall be amended by change order so that the total sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders, plus the base fee previously established and described in Section 7.3.2, Par. 4, Bid and Award Phase Services, above.
- 7) Coordinate construction interfaces, methods, techniques, and sequences. The Design Team is utilizing Building Imaging Modeling (B.I.M.) to coordinate building systems and to help minimize space conflicts. To that end, the selected Construction Management Firm shall also use B.I.M. for coordination of the construction work, for conflict resolution and in conjunction with the design consultants. Any B.I.M. application used must be compatible with Revit Architecture as manufactured by Autodesk.

- 8) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 9) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc.. Prepare Budget Cost Summary Reports as required but no less frequently than monthly.
- 10) Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner's orientation and familiarization, training of Owner's personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.
- 11) Represent the owner, moderate, seek solutions, make recommendations or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.
- 12) Develop and maintain electronic systems for reporting and retrieval of project information.

Note: Construction Phase Services as noted above should assume the durations listed in the enclosed schedule (Attachment "E")The University intends to conduct a reassessment of the schedule with full participation and agreement of the entire team. Should that effort alter these durations then the CM's Construction Phase Services will be amended accordingly and agreed to prior to start of the construction phase.

7.1.4 Post Construction Phase Services

The CM shall:

- 1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents
- 2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.
- 3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents.

7.2 Optional Services (Not Used)

8.0 FINANCIAL OFFER SUMMARY

The **Financial Offer is not required with the first Phase submittal**. It will be requested from the firms that are moved to Phase 2 of the process based on the Evaluation Criteria Process defined in Section 5.0 of this RFP.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services required for the design, bidding, construction, and post construction phases of the project.

The "Financial Score" used in the selection process will be based on the "Total Cost for the Project" (see below). (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2 Step 3).

Design Phase Services (to include detailed cost estimates, constructability and interdisciplinary coordination reviews for each design phase).

\$ _____

Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)

\$ _____

Construction Phase Staffing Services
(based on the Construction Staffing Standardization Matrix)

\$ _____

Construction Phase jobsite general conditions

\$ _____

Bonds

\$ _____

Insurance

\$ _____

Overhead & Profit

\$ _____

Post Construction Phase Services

\$ _____

Total Cost for the Project

\$ _____

8.1 Mandatory Services (Section 7.1)

N/A

8.2 Optional Services (Section 7.2)

N/A

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.



UNIVERSITY
OF KENTUCKY

Purchasing Division

CAPITAL CONSTRUCTION

Invitation for Bid

CCK-2667-23

Proposal Due Date – 01/27/2023

Demolition – UKREC (Princeton)

ATTACHMENT B - IFB SAMPLE
GENERAL INDEX
PROJECT CCK-2677-23
DEMOLITION - UKREC (Princeton)

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DEMOLITION - UKREC (Princeton)
UNIVERSITY OF KENTUCKY
LEXINGTON, KENTUCKY

INVITATION TO BID: CCK-2677-23
OPENING: January 27, 2023
@ 3:00 P.M. LEXINGTON, KY TIME

PRE-BID CONFERENCE: 01/12/2023 @ 1:30PM at
University of Kentucky Research Center
1205 Hopkinsville St
Princeton, KY 42445

DATE ISSUED: January 4, 2023

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT
Room #322 Peterson Service Building,
411 SOUTH LIMESTONE
LEXINGTON, KY 40506-0005

POST-BID CONFERENCE
TIME AND PLACE TO BE
ANNOUNCED AT BID OPENING

CONTACT THE FOLLOWING INDIVIDUALS FOR MORE INFORMATION:

KEN SCOTT, CONTRACTING OFFICER,
PURCHASING DIVISION
UNIVERSITY OF KENTUCKY

kesc245@uky.edu
859-257-9102
859-257-1951 FAX

CARRIE KNOTTS, PROFESSOR/PROJECT MANAGER
UKREC - PRINCETON
UNIVERSITY OF KENTUCKY

carrie.knott@uky.edu
859-562-1320

MARILYN CLARK, SUPPLIER DIVERSITY MANAGER
PURCHASING DIVISION
UNIVERSITY OF KENTUCKY

mcl256@uky.edu
859-257-9100

METHOD OF AWARD

FINAL AWARD OF CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST, RESPONSIVE AND RESPONSIBLE BID, WHICH OFFERS THE BEST VALUE.

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the University of Kentucky, Construction Procurement Section, Peterson Service Building, 411 South Limestone, Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of PROJECT: **Demolition – UKREC (Princeton)**, as set forth in the specifications and as shown on the drawings for as prepared by UK- Planning, Design and Construction Services and approved by the Construction Procurement Section and under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

Complete demolition of buildings that were damaged by a tornado. The contractor will provide all labor including supervision and inspection services, materials, supplies, tools, equipment, permits, bonds and any additional services necessary for completion of these said demolitions and the restoration of the site to natural grade. The contractor will support the University's goal to maximum the amount of demolished material for recycling.

Remaining Demolition Needs

1. Remove foundations
 - a. From 16 buildings with total ~93,000 square feet
2. Crush concrete foundations
 - a. Store on site for future use on roadways
3. Remove remaining portion of 7858
 - a. ~3,200 square feet
 - b. Pending final determination of fate of exhaust stacks/fans
4. Pick up all the remaining debris piles all around the station / fields
 - a. Debris from field cleanup
 - b. Debris from removal of damaged fences
 - c. Debris from vegetation in pastures/hay fields
5. Finish Debris removal along drainage ditch
6. Possibly Demo
 - a. 7821 (Horse Barn)
 - b. Concrete silos (7848 and 7874)
7. Remove underground fuel tanks and aboveground pumps

Located on the UK Research and Education Center in Princeton. KY. The address is 1205 Hopkinsville Street, Princeton, KY 42445.

3. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Lump Sum Amount for the total project. All phases of the work shall be bid to and through the Prime Contractors. Bids shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted only on the Official Forms supplied by the University of Kentucky, Construction Procurement Section. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. METHOD OF AWARD

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

5. SCHEDULE OF PROJECT

The time for substantial completion for all phases shall be One Hundred Twenty (120) consecutive calendar days and Final Completion shall be Thirty (30) consecutive calendar days thereafter. Substantial Completion will include all site restoration completed, site clean-up and fully functional.

6. BONDING

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions.

7. PLANS AND SPECIFICATIONS REVIEW

Specifications, Plans and Contract Documents may be examined at the following places:

www.ukplanroom.com

8. OBTAINING PLANS AND SPECIFICATIONS

Plans, Specifications and Official Bid documents are no longer available from the University of Kentucky, Construction Procurement Division. The University and Lynn Imaging have an agreement for duplicating and distribution services for University construction projects. Plans, Specifications and Official Bid Documents are available from:

Lynn Imaging
328 Old Vine Street
Lexington Kentucky 40507
Phone (859) 255-1021
Fax (859) 233-1558

In addition, Lynn Imaging and the University have a web site at: www.ukplanroom.com where plans can be ordered.

Payments for Plans, Specifications and Official Bid Documents must be made to Lynn Imaging before a set of documents will be issued.

Notes: Contractors that receive plans and specifications from other sources than Lynn Imaging must request a "Form of Proposal" from the University's Purchasing Representative to be registered as plan holders and to receive addendums.

Potential Contractors must identify the position of their firm as a prime bidder, miscellaneous subcontractor, material supplier or other when ordering or picking up Plans and Specifications.

9. **BID SUBMITTAL**

Contractors must submit their bid in a sealed envelope in Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005 and the envelope must contain the following information on the outside lower left-hand corner:

SEALED BID INVITATION NO. **CCK-2677-23**

BID DATE: **01/27/2023 at 3:00 P.M. LEXINGTON, KY TIME**

Bids, upon their receipt by the University of Kentucky, Construction Procurement Section are stamped showing the hour and date received. Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

10. **BID WITHDRAWAL**

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

11. **UNIVERSITY OF KENTUCKY SUPPLIER DIVERSITY INITIATIVE**

University of Kentucky Strategic Vision: As Kentucky's indispensable institution, we transform lives through diversity and inclusion, discovery, research and creativity, promotion of health and deep community engagement.

Mission: The University plays a critical leadership role by promoting diversity, inclusion, economic development, and human well-being. As the flagship institution in Kentucky, UK plays a critical leadership role for the Commonwealth by contributing to the economic development and quality of life within Kentucky's borders and beyond. The University nurtures a diverse community characterized by fairness and equal opportunity. We will diligently seek and work with companies that share our vision, mission, and values.

Supplier Diversity Goals: We are committed to increasing the purchasing of goods and services from minority, women, veteran, and disabled-owned businesses to a minimum of ten percent with an aspirational goal that equals and surpasses the diversity on our campus and in the communities we serve. In addition, UK supports non-profit work centers for the blind and disabled. All contractors are expected to reach these goals.

Bidders utilizing minority, women, veteran, and disabled-owned businesses are requested to identify these contractors and suppliers in the space provided on the Form of Proposal. The successful contractor will be asked to supply associated contract amounts rounded to the nearest \$500.00 prior to the signing of a contract.

For assistance in identifying diverse businesses and contractors please contact Marilyn Clark, Supplier Diversity Manager, University of Kentucky at mcl256@uky.edu.

12. RIGHT TO REJECT

The University of Kentucky, Construction Procurement Section, reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the University may be served.

13. PRE- BID CONFERENCE

A Pre-Bid Conference will be held for this project on 01/12/2023 at 1:30 Central Time, at UK Research and Education Center, 1205 Hopkinsville Street, Princeton, KY 42445. A site walk-thru will be conducted after the meeting.

14. WRITTEN QUESTIONS

Anyone wishing to discuss specific items is requested to submit the items in writing to Capital Construction Procurement, no later than 01/17/2023 at 1:00 PM Lexington, KY Time. Written questions can be submitted by email to Ken Scott at cckbidquestions@uky.edu or fax to 859.257.1951.

Note: Responses to Written Questions received no later than 01/17/2023 will be provided in an addendum issued on or about 01/19/2023.

15. SUBSTITUTION - MATERIALS AND EQUIPMENT

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall submit a written request to the University at least 14 calendar days prior to the official bid date of the Project including all necessary information and sufficient detail to allow evaluation by the Consultant and the University and, if the University determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option.

If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

16. POST BID MEETING

The apparent low bidder will be requested to meet with the Construction Manager to review the bid and scope of services. The time and place of this meeting will be announced at the bid opening

Signed:

Ken Scott

01/04/2023

Ken Scott
Contracting Officer

A Complete list of these and other projects that are out for bid may be viewed at the following URL: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION
INSTRUCTION TO BIDDERS

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ARTICLE 1 - DEFINITIONS

Addenda are written or graphic instructions issued by the University of Kentucky prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.

Alternate is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted. If the University designated Alternates are considered in the award, the Alternate(s) will be accepted in the sequence listed on the Bid form, and the lowest bid sum will be computed on the basis of the sum of the base bid and any Alternates accepted, within the budgeted amount.

Bid is the sum stated in the Bid Proposal for which the bidder offers to perform the work described in the specifications and detailed on the drawn plans.

Bidding Documents include the Notice to Contractors, Advertisement for Bids, Invitation to Bid, Instruction to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.

Bid Proposal is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.

Consultant means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.

Construction Manager - Means the person or entity employed by the owner under a separate contract, to provide professional and managerial services to the project.

Foreign Corporation - refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.

KRS References - means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.

Bidder is one who submits a bid directly to the Purchasing Agency for the work described in the Bidding Documents.

Subcontractor is a subbidder who submits a bid to a Bidder for materials or labor for a portion of the work.

Owner is the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

Purchasing Agency is the University of Kentucky, Capital Construction Procurement Section, Room 373 Peterson Service Building, Lexington, KY 40506-0005.

ARTICLE 1 - DEFINITIONS (Continued)

Purchasing Official is the University's authorized representative.

Responsible Bidder shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).

Responsive Bidder shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the bidding documents.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

The Bidder by submitting a Bid represents and warrants that:

- i) The Bidding Documents have been read and understood and the Bid is made in accordance therewith.
- ii) The site of the proposed work has been visited and carefully examined and the Bidder is aware of and understands the local conditions under which the work is to be performed.
- iii) The Bid submitted is premised upon furnishing the work required by the bidding documents without exception.
- iv) That the plans and specifications contained in the Bid Documents have been carefully examined and determined by the Bidder to be accurate as well as adequate and sufficient from which to submit a Bid and from which to perform the Work.

ARTICLE 3 - BIDDING DOCUMENTS

A. Availability of Bidding Documents. Bidders, Subbidders, Subcontractors, and others may obtain Bidding Documents from Lynn Imaging, in the manner and for the charge, if any, stated in the Advertisement or Invitation to Bid.

Complete sets of Bidding Documents shall be used in preparing Bids. The Purchasing Official assumes no responsibility for misinterpretations resulting from the use of incomplete sets of bidding documents.

The Purchasing Official, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

B. Accuracy of Bid Documents. The Bidding Documents are complementary and are issued for the convenience of the Bidders. The University of Kentucky assumes no responsibility for the correctness of said documents. Each Bidder should review the documents for errors or inaccuracies that may affect the scope of work implied.

ARTICLE 3 - BIDDING DOCUMENTS (Continued)

All Bidders shall, upon examination of Bidding Documents promptly notify the University's Purchasing Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.

C. Questions, Interpretations. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received less than ten (10) calendar days prior to the date for receipt of Bids may not be answered.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Purchasing Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

D. Materials, Equipment. The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the sole opinion and judgment of the Consultant, of equal substance and function and approved by the Purchasing Official.

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract or to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall submit a written request to the University prior to the official bid date of the Project including all necessary information and sufficient detail to allow evaluation by the Consultant and the University and, if the University determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option. If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

E. Addenda. Addenda will be mailed or delivered to all who are known by the Construction Procurement Division to have requested and were furnished Bidding Documents. Contractors that receive plans and specifications from other sources than Lynn Imaging must request a "Form of Proposal" from the University's Purchasing Representative to be registered as plan holders and to receive addendums.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda of a material nature will be issued later than five (5) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the Invitation to Bid.

Each Bidder shall ascertain, prior to submitting his Bid, that he has received all Addenda issued by the Construction Procurement Division for the particular bid invitation. The Bidder shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Purchasing Official which is received at or prior to the hour and date specified for receipt for Bids.

It shall be the sole responsibility of the Bidder who receives the Addendum, to insure that all of the appropriate Subbidders and Sub-contractors are notified in respect to the information contained in the Addendum.

ARTICLE 4 - PRE-BID CONFERENCE

A pre-bid conference and tour of the project area will be held approximately ten (10) days prior to receipt of bids. (Actual date of Pre-Bid Conference will be stated in the Invitation to Bid.) All contractors wishing to bid on this project should have a representative attend this conference. Items discussed at the Pre-Bid Conference will become part of the contract, and any contractor who doesn't attend the Pre-Bid Conference will still be held responsible for all items discussed.

ARTICLE 5 - BIDDING PROCEDURES

A. Form of Proposal. Bids shall be submitted by Bidders who have received Bidding Documents from the Capital Construction Procurement Section thereby listed on the Official Bidder's list and on the Bid submittal shall be made on the proposal form (Form of Proposal) provided by the Purchasing Official, Construction Procurement Section.

i) Blanks. All blanks on the Form of Proposal shall be completed and all required support data shall be furnished.

ii) Sums. Where so indicated by the makeup of the Form of Proposal, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount indicated by words shall govern.

iii) Modifications. Any interlineation, alteration, or erasure must be initialed in ink by the signer of the Bid or by an official designee of the signer of the Bid.

iv) Alternates. All alternates specifically called for by the Form of Proposal shall be bid. Voluntary alternate proposals or an alternate to a lump sum proposal will not be considered unless specifically permitted by the conditions of the Advertisement for Bids or the Invitation to Bid.

v) Qualifications. The Bidder shall make no additional stipulations on the Bid Proposal form or qualify the Bid in any other manner.

vi) Signatures. The Form of Proposal shall be signed by a person or persons legally authorized to bind the Bidder to a contract. The Form of Proposal shall include the legal name of Bidder and a statement indicating whether the Bidder is a sole proprietorship, a partnership, a corporation, or any other legal entity. A Bid by a corporation shall identify the state of incorporation including Federal I.D. number. A Bid submitted by an agent shall have a current signing authority attached certifying agent's authority to bind the Prime Bidder.

B. Bid Security. Where specified in the Advertisement or Invitation to Bid, the Bidder shall furnish a Bid guarantee in the required form of not less than five percent (5%) of the Bid amount. This Bid security secures the Bidder's promise (i) to enter into a contract on the terms stated in the Bid proposal, and (ii) if required, to furnish bonds covering the faithful performance of the contract and payment of all obligations thereunder. Should the Bidder refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Purchasing Official will retain the Bid security of Bidders until either (i) the contract has been executed and bonds have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected.

The completed University Official Bid Document, the Bid Security, and any support data required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Bidder's name and address, the sealed Bid invitation number, closing date and hour. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

ARTICLE 5 - BIDDING PROCEDURES (Continued)

C. Timeliness of Bids. Bids shall be delivered to Room 322, Peterson Service Building, prior to the official time and date for receipt of Bids indicated in the advertisement of Invitation to Bid, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Room 322.

D. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the readvertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

E. Bids Not In Writing. Oral, telephonic, or telegraphic Bids or changes in Bids by such methods are not permitted and will not receive consideration.

F. Bids Withdrawn. Bids may be withdrawn prior to the closing time and date for receipt of Bids by: (1) a properly identified representative of the Bidder whose name appears on the Bid envelope, or (2) by written request by an authorized representative of the Bidder, received by the Capital Construction Procurement Section prior to the Bid closing date and time. Withdrawn Bids may be resubmitted up to the closing time designated for the receipt of Bids.

G. Bids Remain Open. During the stipulated time period following the time and date designated for the receipt of Bids a Bid shall remain open for the Owner's acceptance. During this period the Bid may not be modified, withdrawn or canceled by the Bidder, without the Bid security being subject to forfeiture and the suspension of the Bidder's future bidding privileges.

ARTICLE 6 - CONSIDERATION OF BIDS

A. Bid Opening. Unless stated otherwise in the Advertisement or Invitation to Bid, all properly identified timely Bids will be publicly opened, reviewed (for conformance with Bid submittal requirements) and if properly executed and complete, read aloud. All Bids opened and read will be listed on the official Bid tabulation which will be made available to all Bidders upon request.

B. Waiver of Irregularities/Rejection of Bids. The right to cancel the Invitation to Bid, to reject any and all Bids, and to waive technicalities and minor irregularities in Bids is maintained and preserved in all Invitations for Bids issued by University of Kentucky, Capital Construction Procurement Section when such action is determined to be in the best interest of the University of Kentucky.

C. Grounds for Rejection. Grounds for the rejection of Bids include, but shall not be limited to:

- i) Failure of a Bid to conform to the essential requirements of the Advertisement for Bids or Invitation for Bid.
- ii) Any bid which does not conform to the specifications contained or referenced in any Invitation for Bids shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
- iii) Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;
- iv) A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bids, or limit the Bidder's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
- v) Any Bid determined by the Purchasing in excess of funds available.
- vi) Failure to furnish a Bid security in accordance with the requirements of the Advertisement for Bids or Invitation to Bid.
- vii) For other cause as documented by the Purchasing Official pursuant to a written determination and finding.
- viii) Bids received from Bidders determined by the Purchasing Official to be non-responsive bidders.

D. Minor Irregularities. Minor irregularities or technicalities in a Bid may be waived by the Purchasing Official on behalf of the Owner when all of the following circumstances are present:

- i) The Purchasing Official determines that it will be in the Owner's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Bid;
- ii) Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for, Bids or Invitation to Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not

affect the relative standing of, or prejudice, other Bidders. If the Owner does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.

E. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Purchasing Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Bidder offering the best value to the University, provided the acceptable Bid sum is within budgeted funds.

F. Rejection of Alternate Bids. The Owner reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the Owner are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

ARTICLE 7 - QUALIFICATION OF BIDDING CONTRACTOR

A. Bidder Responsibility. All bidders may be required to supply the information requested on the Contractor/Bidder Determination Of Responsibility Questionnaire. The apparent low Bidder will be supplied this document at the post Bid review of the Bid submittal document. The information required by this document must be completed by the Bidder and returned to the University Purchasing Official within a reasonable time as determined by the University. In most cases the information should be completed and returned in no more than five (5) working days after the Bid submittal. The information provided will be used to determine whether the Bidder is "responsible" as defined by KRS 45A.070(6), and verify that the Bidder has the experience, qualifications and resources required to provide the quality workmanship, materials and services necessary to complete the project being Bid. In addition to the information required by the Questionnaire, the Bidder agrees to provide any additional information that may be necessary for determination of contractor responsibility, as defined by the Kentucky Model Procurement Code. The determination of contractor responsibility will not be made until the Bidder has provided a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign laws of the Commonwealth and that the award of a contract to a Bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. The sworn statement required is included in the Questionnaire to be completed by the apparent low Bidder.

B. Inquiries. The Purchasing Official shall have the right to make any inquiry deemed necessary to determine the ability of the Bidder to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Bidder to promptly supply information in connection with the Purchasing Official's inquiry may be grounds for a determination that such Bidder is nonresponsive.

C. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder's qualifications would give reasonable doubt that the Bidder could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING

A. List of Subcontractors. The Bidder will list the names of subcontractors proposed for each of the principal portions of the work (including those persons or entities who are to furnish material or equipment fabricated to a special design) in the designated place on the Form Of Proposal. The Bidder will be responsible for establishing to the satisfaction of the Purchasing Official, the reliability and responsibility of the listed subcontractors. The Bidder may be required by the Purchasing Official to provide additional information regarding listed subcontractors.

ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING (Continued)

B. Objection and Required Substitution. If, after due investigation, there is reasonable objection to the qualifications of a listed subcontractor the Bidder shall, upon written direction from the Purchasing Official, submit the name of an acceptable substitute subcontractor with no change in Bid price. The failure of the Bidder to promptly comply with this requirement may be grounds for rejection of the bid.

C. No Objection Prior to Notice of Award. Any listed subcontractor to whom the Purchasing Official does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the Owner.

D. Bidder Self Performed Work. The Bidder shall not list himself as a subcontractor on the Form of Proposal Subcontractors List unless it can be demonstrated that Bidder actively participates in the trades required and has the expertise to complete that portion of the work.

E. Substitutions Not Optional. The Bidder shall not substitute a subcontractor named on the Form of Proposal without prior notification and approval of the Purchasing Official. Any notification for a substitution of a listed subcontractor shall be in writing and the reason fully set forth therein. The reason shall demonstrate real cause and evidence good faith by the Bidder. This shall not be construed to waive the Bidder's rights to later substitute a subcontractor for the failure of that proposed subcontractor to accept a contract from the Bidder, failure to perform in a satisfactory manner per the requirements of the contract or any other legal rights of the Bidder to manage and coordinate subcontractors.

F. Bid Documents Not a Contract. Nothing contained in the Bidding Documents shall be deemed to create a contractual relationship between the Owner and any subcontractor. However, it is the Bidder's responsibility to assure that the subcontractor listed has the required expertise and financial stability to complete that portion of the work.

G. List of Materials and Equipment. The Bidder shall submit a list of major materials and equipment by the manufacturer's name, brand and/or catalog number in the form and manner specified in the Bidding Documents.

H. Preliminary Acceptance of Materials and Equipment. Prior to the acceptance of a Bid, the Purchasing Official will make a preliminary review of the list of materials and equipment included with the Bid Proposal and advise the Bidder of the acceptance thereof, subject to satisfactory completion and approval of shop drawings, or direct other such action as may be necessary in order to meet the requirements of the Contract Documents. If any of the material or equipment named in the list are determined not to meet the requirements and standards of the specifications, the Bidder shall be required to furnish other material or equipment meeting the specifications at no change in Bid price. Preliminary review and acceptance of the submitted material and equipment list shall not relieve the Bidder from furnishing equipment and materials in complete accordance with the specifications, drawings, and Contract Documents.

ARTICLE 9 - UNIT PRICES

The Bidder shall submit with the Bid a list of Unit Prices as designated on Form of Proposal. Unit Prices are for the pricing of changes in the quantity from that indicated by the Contract drawings and specifications, where such changes have been authorized in writing by Owner. The Unit Prices submitted shall include all necessary labor, materials, equipment, appliances, supplies, overhead and profit. Only a single Unit Price shall be quoted for each designated item of work. The Unit Price shall be used to calculate price adjustments for either increasing or decreasing the amount of Work. Unit Prices shall apply to all phases of the Work whether the Work be performed by the Bidder or by the Bidder's (contractor) Subcontractor. The Owner reserves the right, prior to an award of Contract, to evaluate the Unit Prices submitted and adjust and/or reject any Unit Price that is determined by the Purchasing Official to be unreasonable in amount.

ARTICLE 10 - PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

The successful Contractor shall furnish security bonds (form to be furnished) in an amount equal to one hundred percent (100%) of the Contract Price as security for the performance of the Contract established and for payment of all persons performing labor, including payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and furnishing materials, equipment, supplies, taxes, and other proper charges and expenses incurred or to be incurred in the performance of the contract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky and the contract instrument must be countersigned by a duly licensed Kentucky resident agency representing the company. The bonds shall be valid after the final payment has been made on the Contract during the guaranty period and other periods limited only by statutes of limitation. If the furnishing of performance and payment bonds is required by the Bidding Documents, the bond premiums shall be paid by the Bidder. If the furnishing of bonds is not required by the Bid Documents, but required by the Purchasing Officer subsequent to the award of Contract, the successful Bidder shall procure the bonds and the Owner will reimburse the Bidder for the premium cost. The Owner reserves the right to require all bonds be provided by a surety company with a rating of "A" or better as listed in the A. M. Best-Key Rating Guide for Property and Casualty (current edition).

The Bidder shall execute the required performance and payment bonds for the Owner on the date of execution of the Contract Documents between the Owner and the Contractor, or, with the approval of the Purchasing Official, within ten (10) calendar days after that date. Unless otherwise specified in the Bidding Documents, the bonds shall be written on the bond form bound in the bidding documents and in the number of counterparts specified by the Purchasing Official.

Bonds shall be issued by a surety company authorized to underwrite bonds in the Commonwealth of Kentucky and be countersigned by licensed resident agent. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their Power of Attorney. The date of the Power of Attorney shall not precede the date of the bonds.

ARTICLE 11 - AWARD OF CONTRACT

The issuance of an award of the Contract is contingent upon (i) securing an acceptable Bid that is responsive and from a responsible Bidder and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of the University of Kentucky.

Unless otherwise provided in the Bidding Documents, the Form of Agreement between the Owner and the Contractor will be written on the standard form of agreement bound with the Bidding Documents and executed in the number of counterparts specified by the Purchasing Officer.

The Contract between the University of Kentucky and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

The University reserves the right to negotiate and award Contracts as allowed under KRS 45A.090 should all responsive Bids exceed available funds.

ARTICLE 12 - PUBLIC WORKS ACT

A. Wage and Hour Acts. In performing the work, the Contractor and Subcontractors are required to comply with the wage and hour requirements prescribed by KRS 337.505- 337.550, except where the contract meets exemption requirements as set forth under KRS 337.010.

B. Payment. On projects not exempted under KRS 337.010, the Contractor and Subcontractor shall pay all laborers, workmen and mechanics performing work under this contract not less than the wages set forth in the prevailing wage schedule, incorporated as part of the Bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with provisions of KRS 337.505 through KRS 337.550. On covered contracts, the Contractor and subcontractor shall pay all workers employed on the site not less than the minimum hourly rates set forth in the Department of Labor Wage Determination, Incorporated in the Bidding Documents. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for adjustment of the contract sum.

C. Prevailing Wage Rates. The prevailing wage rates, set forth in the wage determination, are determined by the Kentucky Department of Labor in accordance with provisions contained in KRS 337.505 through KRS 337.550. Any Contractor or Subcontractor found to be in violation of any provisions of KRS 337.505 to 337.550 by the Commissioner of the Department of Labor and upon notification to the Senior Vice President for Administration and the Secretary of the Finance and Administration Cabinet, the Secretary of the Finance and Administration Cabinet shall declare the offending Contractor ineligible to bid on public works until such time the Contractor is in substantial compliance as determined by the Commissioner of Labor.

ARTICLE 13 - BASIC LEGAL REQUIREMENTS

A. Forms Required. An Authentication of Bid, Statement of Noncollusion and Nonconflict of Interest documents are bound with and included as part of the Form of Proposal. The Bidder is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid.

B. Foreign Corporations. Foreign Corporations are defined as corporations that are organized under the laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Bidder, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

ARTICLE 14 - TAXES

A. Not Tax-Exempt. Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Bidder shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.

The University of Kentucky, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Bidders or Subbidders shall take this into consideration in their Bid.

B. Liability for Employee-Related Taxes. The Bidder and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Bidder shall be in full compliance with KRS Chapters 341 and 342.

ARTICLE 15 - PLANHOLDERS

A. Intent to Submit a Bid. A request for Bid Proposal and Bid Documents will be considered as intent to submit a Bid. The Bidder's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to the University of Kentucky, Capital Project Management, Capital Construction Section, on or before five (5) days prior to the closing date for receipt of Bids.

B. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Bidder, Subcontractor, material or equipment supplier. If the Bidder or planholder notes nonreceipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from the Capital Project Management, Capital Construction Section or review same at any of the designated reporting agencies offering the Bid Documents for review.

ARTICLE 16 - POST BID REVIEW AND MATERIAL SUBMITTAL

The Bidder should have a responsible authorized representative at the bid opening. The Bidder's representative shall have the authority and be qualified to respond to questions that may arise about the Bidder's Bid submittal. The representative of the apparent low Bidder may be required to participate in the post Bid review of the apparent low Bid proposal, and if required by the Bid proposal, the completion and submittal of the material and equipment listing. The post Bid review will include representatives of the Consultant, representative of the apparent low Bidder and required University personnel. Preliminary review will be directed toward Subcontractor, material listing, Unit Prices, and qualifications of the Bidder. Failure to have a representative at the Bid opening may be cause for rejection of Bid.

ARTICLE 17 - EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

A. Discrimination Prohibited. The University of Kentucky is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin or disability in employment.

B. Use of Minority and Women Owned Business Enterprises. The utilization of minority and women owned business enterprises is encouraged in all construction and renovation projects at the University of Kentucky. All Contractors should make full efforts to locate and use minority and women owned business enterprises in the bidding of this project. For assistance in identifying minority and women vendors and subcontractors, the contractors may contact the Kentucky Office of Minority Business Enterprises, 2329 Capitol Plaza Tower, Frankfort, Kentucky 40601, Telephone No. (502)564-2064, The Office of Equal Opportunity, Contract Compliance, New Capital Annex Building, Frankfort, Ky. 40601, Louisville Minority Business Development Center, 835 W. Jefferson Street, Suite #205, Louisville, Kentucky 40202, Telephone No. (502)589-7401 and Louisville Minority Business Development Center, The Bennington Corporation, 611 West Main Street, Louisville, Kentucky 40202, Telephone No. (502)589-6232.

C. Equal Employment Opportunity. Bidders and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended.

The provisions of KRS 45.560 through 45.640, known as the Kentucky Equal Employment Act of 1978, hereinafter referred to as the Act, shall be binding upon the declared successful Bidder and any subsequent contract awarded to the Bidder, except that a Contractor or subcontractor otherwise subject to the provisions of KRS 45.570 is exempt as to any affirmative action or reporting requirements if:

- i) The contract or subcontract awarded is in the amount of \$250,000.00 or less, and the amount of the contract is not a subterfuge to avoid compliance with the provisions of this Act.
- ii) The contractor or subcontractor utilizes the services of fewer than eight (8) employees during the course of the contract.
- iii) The contractor or subcontractor employs only family members or relatives.
- iv) The contractor or subcontractor employs only persons having a direct ownership interest in the business, and such interest is not a subterfuge to avoid compliance with the provisions of this Act.

ARTICLE 17 - EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION (Continued)

All compliance reporting shall be directed to the University of Kentucky, Compliance Officer. It shall be the responsibility of the Contractor or subcontractor to comply with the provisions of KRS 45.560 through 45.640 unless exempted through the compliance officer.

D. Affirmative Action. The Bidder not otherwise exempted from the affirmative action or reporting requirements of the Act, shall within five (5) calendar days after being declared the successful low Bidder, submit to the University Official:

- i) A statement of intent to comply in full with all requirements of the Kentucky Equal Employment Act of 1978.
- ii) A breakdown of the Bidder's existing work force, within the Commonwealth of Kentucky, indicating the race, sex, age, position held, county and state of residence and date of employment of each employee.

The above reporting shall be on forms provided by the University of Kentucky Compliance Officer, and submitted in the manner prescribed on the forms.

E. Equal Opportunity Compliance. Within ten (10) days after the receipt of this report, the University Official, through its office of Equal Employment Opportunity, Contract Compliance, will determine whether the Bidder's work force is reflective of the percentage of available minorities in the areas from which the Bidder's employees are drawn. If a determination is made that the Bidder's work force is reflective of the percentage of available minorities in this drawn area, the Bidder shall be "certified" and be thereby qualified for the contract and to Bid on any contract covered by this Act without filing additional data for a period of six (6) months.

If it is determined by the Official that the Bidder's work force reflects an under utilization of minorities, the Bidder shall be so notified and no certification be granted. The Bidder shall then have the option of filing with the University of Kentucky an affirmative action plan, indicating goals and timetables for recruiting and hiring minorities throughout the contractor's work force. The Official shall be available, upon request of any contractor, to furnish technical assistance in fulfilling the requirements of the Act.

If the Bidder is subsequently awarded the Contract being sought, failure to comply with the goals and timetables set forth in the affirmative action plan shall be an unlawful practice under the Act and shall constitute a material breach of contract.

If the Official determines that the submitted affirmative action program does not fulfill the provisions of the Act, the Bidder shall be so notified and no certification shall be granted.

If the Bidder's work force is not reflective of the percentage of minorities in the drawing area and he has complied with all other affirmative action requirements in the Act, he may certify by verified affidavit that he has made every reasonable effort to comply with said percentage requirements and he shall thereafter be entitled to all benefits of the Act.

Failure to comply with the requirements of the Act after contract award, may result in payments being withheld pending satisfactory fulfillment of contractual obligations.

ARTICLE 18 - ANTI-KICK BACK

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

ARTICLE 19 - COMPLIANCE WITH KENTUCKY'S COMPENSATION AND UNEMPLOYMENT
INSURANCE LAWS KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

SAMPLE

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION
FORM OF PROPOSAL
REVISED 04.23.21

Project No. _____ Project Title: Demolition – UKREC (Princeton)

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: _____

Telephone: _____

TO: BID CLERK
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION
PROCUREMENT
RM. 322 SERVICE BUILDING
LEXINGTON, KY. 40506-0005

INVITATION TO BID: CCK-2677-23

BID OPENING DATE: January 27, 2023

TIME: 3:00 P.M. Lexington, KY Time

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 _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)

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 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.

FOR THE LUMP SUM OF _____
(USE WORDS)
_____ DOLLARS AND _____ CENTS.
(USE WORDS) (USE WORDS)
(\$ _____)
(USE FIGURES)

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-2677-23 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 _____ AREA CODE & PHONE _____

CITY STATE ZIP CODE FAX _____

BIDDER'S EMAIL _____ DATE _____

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: Asian, Black/African American, Hispanic or Latino, Native American, Native Hawaiian/Pacific Islander, Women, Disabled, Veteran and Disabled Veteran 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 as defined above, 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 will be required to complete and submit the following information Unit Prices with the bid.

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

DESCRIPTION OF WORK

UNIT PRICE

Type

SAMPLE

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 bidders will be required will be required to complete and submit the following information by twelve o'clock (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.

<u>ITEM</u>	<u>DIVISION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>
-------------	-------------------------	--

SAMPLE

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 bidders will be required will be required to complete and submit the following information by twelve o'clock (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.

<u>ITEM</u>	<u>MATERIALS AND EQUIPMENT</u>	<u>BRAND OR MANUFACTURER</u>
-------------	--------------------------------	------------------------------

IDENTIFICATION OF DIVERSE BUSINESS ENTERPRISE SUBCONTRACTORS AND MATERIAL SUPPLIERS

Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

MBE, WBE, Veterans, Disable Veterans and Disabled make up Diverse Business Enterprises, DBE.

Participation of DBE owned Contractors and businesses.

The University of Kentucky encourages and supports the participation Diverse Business Enterprises. Please list Subcontractors and Material Suppliers according to following Ethnic Vendor List or if they are a Woman Owned Business:

- Asian
- Black/African American
- Hispanic or Latino
- Native American Native Hawaiian/Pacific Islander
- White
- Other

1. DBE (Ethnic or Woman) Subcontractors

2. DBE (Ethnic or Woman) Material Suppliers

SUPERINTENDENT

In accordance with Article 17 of the General Conditions a full-time superintendent will be required on this project. Below, please list the superintendent your firm will employ on this project. The successful Bidder will be required to furnish a resume of the superintendent's qualifications and or past projects.

List the Superintendent's Name

SAMPLE

005000B03 DETERMINATION OF RESPONSIBILITY**UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION****CONTRACTOR/BIDDER
DETERMINATION OF RESPONSIBILITY****1. Purpose**

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires that a contract be awarded to the lowest responsive and responsible bidder whose bid offers the best value. KRS 45A.070(6) defines "Responsible bidder or offeror "as" a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance," and "Best value" as "a Procurement in which the decision is based on the primary objective of meeting the specific business requirements and best interests of the Commonwealth." The information requested in this document is to be used to evaluate the "responsibility" by verifying the apparent low bidder:

- (a) Has adequate financial resources (in working capital and bonding capacity) in relation to the scope and dollar amount of the project or the ability to secure such resources;
- (b) Has the experience, organization, technical qualification, available personnel resources, and has or can acquire the equipment necessary to perform the scope of work bid;
- (c) Is able to comply with the required performance schedule or completion date, taking into account existing commitments (i.e. capacity); and
- (d) Has a satisfactory record of performance, integrity, judgment and skills to complete the project bid.

The information provided must verify that the bidding firm has a sufficient level of expertise, experience, financial stability, and personnel resources to qualify the firm as being "responsible" prior to proceeding with an award of Contract. The determination of the firm's capability and responsibility will be made as fairly and honestly as possible using a reasonable exercise of sound judgment and discretion in the review of information provided or otherwise secured through references or other sources.

2. Application Submittal

The low responsive Bidder must complete the information requested by typing or clearly printing responses in ink. All information requested must be provided. If a question does not apply, insert "NA" for not applicable. The University of Kentucky reserves the right to request supplemental information to fully determine responsibility of the Bidder. The Bidder agrees to provide supplemental information, if requested by the University.

3. Insurance Requirements

The Successful Bidder will be required to provide proof of insurance indicating current liability coverages, including workers compensation, with limits equal to or exceeding the amounts required by the bid documents. Additionally, builders risk coverage equal to the Contract amount will be required of the successful contractor.

*NOTE: Pursuant to KRS 45A. 110, except as otherwise provided under the Open Records Act and any other applicable law, the Bidder has the right of nondisclosure to the public of certain information required by this submittal. If the Bidder wishes nondisclosure of certain information, he/she shall enclose the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other

005000B03 DETERMINATION OF RESPONSIBILITY

submittals required by this document. If this is not done, he/she waives the right of nondisclosure of this information and the signing of the Bid Proposal shall constitute written waiver of that right.

Revised 06/16/98

**Note: The contractor offering the apparent low bid will be required to either have on file with the University or supply the information required by Part I of this submittal within twenty-four (24) hours of the bid opening. If the information required by Part I is on file with the University and is current and accurate, only the information requested by Part II will be completed and submitted by the apparent low bidder. All bidders must update and keep current all previously submitted "on file" Part I information.*

Part I
Contractor/Bidder Responsibility
Determination Information Submittal

1. Name of Firm _____
Street Address _____
City, State, Zip _____
County _____
Business Phone (____) _____ Fax (____) _____
2. Mailing Address _____
City, State, Zip _____
3. Contact Person _____
4. Type of Firm () Corporation () Partnership
 () Sole Proprietorship () Individual
 () Joint Venture () Other (Explain)
5. If your firm is a corporation, provide the following:
6. Date of Incorporation _____ State of Incorporation _____
States where corporation is authorized to conduct business _____
Attach proof that corporation is in good standing with the Kentucky Secretary of State.
6. If your firm is an individual or partnership, provide the following:
Date of organization _____
If a partnership, is it limited or general? _____
Name and address of all partners and specify their respective partnership participation, i.e., limited, general, managing.

005000B03 DETERMINATION OF RESPONSIBILITY

7. If your firm is other than a corporation, individual or partnership, describe organization and identify principals.

8. In the space provided below, describe the type(s) of construction and project management expertise offered by your company.

(use additional pages if required)

9. List key persons (partners, owners, officers and directors). Include any other persons who have duties, responsibilities or authority typically delegated to partners, owners, officers or directors. Provide organization chart of the key individuals in the firm.

<u>Name of Person</u>	<u>Position/title</u>	<u>% Ownership</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

10. In the past five years, has the firm ever been fined for violating state or federal safety or environmental laws? _____ Yes, _____ No If yes, attach an explanation.

11. Has any key person with the firm ever been convicted of any state or federal crime (excluding traffic violations), including but not limited to embezzlement, theft, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations or bid-rigging? ____ Yes, ____ No If yes, attach an explanation.

12. Has a civil court issued a judgment of \$10,000 or more against the firm in the past five years?
 _____ Yes, _____ No If yes, attach an explanation.

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Dated: 11/2020

Applies to: All Projects

University of Kentucky

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13. Is the firm currently a party to a pending lawsuit with a potential damage alleged of \$10,000 or more?
 _____ Yes, _____ No If yes, attach an explanation.

14. In the past five years, has the firm been terminated from or failed to complete any contract?
 _____ Yes, _____ No If yes, attach an explanation.

15. How many years has the firm been in business? _____ years _____ months

16. Performance and Payment Bonds

Surety Company Name _____
 Street Address _____
 City, State, Zip _____
 Phone Number () _____ Fax () _____

Local Bond Agency _____
 Kentucky Licensed Agent _____
 Street Address _____
 City, State, Zip _____
 Phone Number () _____ Fax () _____

17. Current level of bonding capacity authorized by the surety.

Single Limit \$ _____ Aggregate Limit \$ _____

18. Bank Reference

Bank Name _____
 Street Address _____
 City, State, Zip _____
 Phone Number () _____ Fax () _____
 Contact Person _____

NOTE: The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon of the second working day following the bid opening or other time as may be established during the post bid review of the bid submittal. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

PART II

**Contractor/Bidder Responsibility
 Determination Information Submittal**

1. Name of Firm _____
 Street Address _____
 City, State, Zip _____
 County _____
 Business Phone () _____ Telefax () _____

2. Mailing Address _____
 City, State, Zip _____

3. Contact Person _____

005000B03 DETERMINATION OF RESPONSIBILITY

4. The information previously submitted under Part I of this document is current and accurate and no changes to Part I are necessary at this time. True False If False, the bidder shall submit with the Part II submittal corrections as required to update the Part I information.
5. In the space provided below, describe the type(s) of construction and project management expertise offered by your company to substantiate the company's experience in the type of project, type of construction, or the management of the type of construction required for this project. You should indicate a detailed plan to execute and manage this project, as well as any technological planning systems employed.

(use additional pages if required) _____

- 6 List the name and title of the home office administrative project manager who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. The resume should include a list of projects for which this project manager has been responsible within the past five (5) years.

Name of Manager _____ Title _____

7. List the name and title of the on-site manager that will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this manager has been responsible within the past five (5) years.

Name of Project Manager _____ Title _____

8. List the name and title of the on-site project superintendent who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this superintendent has been responsible within the past five (5) years.

Name of Project Superintendent _____ Title _____

9. How many full-time, non-labor employees does the firm currently have? _____

10. How many full-time, labor/trade employees does the firm currently have? _____

11. What is your firm's average annual dollar volume of work for the past five (5) years? \$ _____

12. List below, by specification section, the work you plan to complete with your own work force or with subcontractors. In the blanks provided please indicate the specification section and "O" for own forces and "S" for subcontracted work.

005000B03 DETERMINATION OF RESPONSIBILITY

Spec. Section	"O" or "S"	Spec. Section	"O" or "S"	Spec. Section	"O" or "S"
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

13. What percentage of the total work do you estimate will be performed with your own work force?
 _____%

14. How long has the firm been engaged in the type contracting required by this project? ____years____
 months

15. List below five of your most recently completed projects that demonstrate your ability to complete the type work required by the project being bid. (NOTE: The inability to list five such projects will not necessarily prevent a determination of responsibility.)

A. Project Title _____ Owner _____
 Contract Amount _____ Completion date _____
 Owner Phone Number () _____ Fax () _____
 Name of Owner Contact _____
 Architect/Engineer _____ Phone No.() _____
 Brief description of your firm's work and responsibility in this project.

005000B03 DETERMINATION OF RESPONSIBILITY

B. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

C. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

D. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

005000B03 DETERMINATION OF RESPONSIBILITY

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

E. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

16. List below all projects that are currently under construction that demonstrate your ability to complete the type work required by the project being bid.

A. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

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B. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

C. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

D. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

005000B03 DETERMINATION OF RESPONSIBILITY

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

E. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

Attach additional pages as required.

17. Participation of Diverse Business Enterprises owned contractors and businesses.

Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disable Veterans and Disabled make up Diverse Business Enterprises, DBE

005000B03 DETERMINATION OF RESPONSIBILITY

It is the goal of the University of Kentucky that at least 10% of the contract dollar amount be completed by DBE owned contractors and businesses.

The University requests that all DBE Suppliers be documented according to ethnic origin as categorized below or if they are woman owned:

- Asian
- Black/African American
- Hispanic or Latino
- Native American
- Native Hawaiian/Pacific Islander
- White
- Other

Provide in the spaces below those contracts that will be issued to DBE contractors and material suppliers upon award of a contract. Under "Contractor/Vendor Classification" use the above list for ethnic origin or if a woman owned business, list as such.

A. Name Subcontractor/Material Supplier _____

Contractor/Vendor Classification _____ Contract Amount _____

Contractor/ Supplier Address _____

Owner Phone Number (____) _____ Fax (____) _____

Name of Owner Contact _____

Brief description of the Subcontractor/Material supplier work or responsibility on this project.

B. Name Subcontractor/Material Supplier _____

Contractor/Vendor Classification _____ Contract Amount _____

Contractor/ Supplier Address _____

Owner Phone Number (____) _____ Fax (____) _____

Name of Owner Contact _____

Brief description of the Subcontractor/Material supplier work or responsibility on this project.

005000B03 DETERMINATION OF RESPONSIBILITY

C. Name Subcontractor/Material Supplier _____
Contractor/Vendor Classification _____ Contract Amount _____
Contractor/ Supplier Address _____
Owner Phone Number (____) _____ Fax (____) _____
Name of Owner Contact _____
Brief description of the Subcontractor/Material supplier work or responsibility on this project.

D. Name Subcontractor/Material Supplier _____
Contractor/Vendor Classification _____ Contract Amount _____
Contractor/ Supplier Address _____
Owner Phone Number (____) _____ Fax (____) _____
Name of Owner Contact _____
Brief description of the Subcontractor/Material supplier work or responsibility on this project.

E. Name Subcontractor/Material Supplier _____
Contractor/Vendor Classification _____ Contract Amount _____
Contractor/ Supplier Address _____
Owner Phone Number (____) _____ Fax (____) _____
Name of Owner Contact _____

Brief description of the Subcontractor/Material supplier work or responsibility on this project.

005000B03 DETERMINATION OF RESPONSIBILITY

Attach additional pages as required.

17A Calculation of Total Participation by Contractor/Supplier Classification from this DBE (Ethnic Minority) list and list women owned businesses separately:

- **Asian**
- **Black/African American**
- **Hispanic or Latino**
- **Native American**
- **Native Hawaiian/Pacific Islander**
- **White**
- **Other**

DBE (Ethnic) Contract	Amount	DBE (Women) Contract	Amount
1.	\$	1.	\$
2.	\$	2.	\$
3.	\$	3.	\$
4.	\$	4.	\$
5.	\$	5.	\$
6.	\$	6.	\$
7.	\$	7.	\$
8.	\$	8.	\$
9.	\$	9.	\$
10.	\$	10.	\$
TOTAL	\$	TOTAL	\$

17B Total DBE (Minority) Owned Percentage

Total DBE (Minority) Owned Amount from above \$ divided by the Total Contract Amount bid \$ Equals %.

17C. Total DBE (Women) Owned Percentage

Total DBE (Women) Owned Amount from above \$ divided by the Total Contract Amount bid \$ Equals %.

17D. If the total dollar amount of these contracts do not exceed 10.9% for minority owned and 6.9% for women owned contractors and suppliers you must provide documentation of your efforts to meet the established goal of participation.

005000B03 DETERMINATION OF RESPONSIBILITY

We made the following efforts to involve Diverse Business Enterprise Owned Contractors and material suppliers on this project. (List efforts made and attach proof of these efforts)

Certification and Signature:

I hereby certify that I am an authorized principal of the firm and I:

1. Have read, and understand the reason for submitting this information;
2. Agree, upon request, to provide any additional information that may be necessary for determination of contractor responsibility;
3. Will, upon request, provide complete financial statements within five business days;
4. Swear or affirm that all information provided on this submittal is true;
5. Understand that if any of the responses are found to be materially untrue, the firm will be ineligible to be awarded a contract.

Your signature on this document is a sworn statement to the University of Kentucky. This document must be signed by the firm's CEO, president, vice-president, partner or sole owner.

Under penalties of perjury, I hereby swear or affirm, warrant and represent that the above answers and information have been personally provided by me, and that I have the authority to execute this document on behalf of this firm.

Signature _____
 Name _____
 Title _____

State of _____)
 County of _____)

Subscribed and sworn to before me on this _____ day of _____, 199____, by

_____, _____ acting for and on behalf of
 (name) (office held)

_____.
 (firm)

 Notary Public _____, Kentucky
 My Commission expires _____

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FOR CONSTRUCTION BY A GENERAL CONTRACTOR
University of Kentucky
Capital Construction Division

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**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
University of Kentucky
Capital Construction Division**

These General Conditions are binding upon the General Contractor and all Sub-contractors as each are subject to the provisions contained herein.

ARTICLE 1 - DEFINITIONS

1.1 Wherever used in these General Conditions or in other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

1.1.1 ARCHITECTS SUPPLEMENTAL INSTRUCTIONS (ASI) - The term "ASI" means a written order issued by the Consultant that clarifies or interprets the Contract Documents, that orders minor changes in the Work, that does not require an adjustment in either cost or time, and that does not require a Change Order

1.1.2 BUSINESS DAY – The term "Business Day" means a Calendar Day that is not a Saturday, Sunday or legal holiday in Fayette County, Kentucky.

1.1.3 CALENDAR DAY - The term "Calendar Day" means a day of twenty-four hours measured from midnight to the next midnight.

1.1.4 CHANGE ORDER - The term "Change Order" means a written order to the General Contractor, signed by the Owner and issued after the execution of the Contract, directing a change in the Work or an adjustment in the Contract Amount or the Contract Time. A Change Order may be an agreed change by the General Contractor and the Owner or it may be a unilateral change by the Owner.

1.1.5 CONSULTANT - The term "Consultant" means the person and/or entity, whether singular or plural, either Architect, Engineer or other Consultant, who is or are identified as such in the Contract Documents.

1.1.6 CONTRACT - The term "Contract" means the Contract between Owner and General Contractor and consists of all Contract Documents as defined in Article 1.1.8 of these General Conditions.

1.1.7 CONTRACT AMOUNT - The term "Contract Amount" means the sum stated in the Agreement which represents the total amount payable by the Owner to the General Contractor for the performance of the Work under the Contract Documents, plus or minus adjustments as provided for in the Contract Documents or by approved Change Orders.

1.1.8 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the General Contractor (the "Agreement"); the General Conditions; the Special Conditions; the General Contractor's Form of Proposal; the General Contractor's Bonds; the Specifications, Drawings and Addenda for the construction of the Project; and any Change Orders issued after execution of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Sub-contractor, or any person or entity other than the General Contractor. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the General Contractor or its

Sub-contractors and suppliers do not constitute a part of the Contract Documents. Except as otherwise provided, where these Contract Documents obligate the General Contractor to certain responsibilities or require the General Contractor to perform certain actions, the General Contractor may require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the General Contractor of its obligation to the University under this contract.

1.1.9 CONTRACT TIME - The term "Contract Time", unless otherwise provided, means the specified number of consecutive Calendar Days following the stipulated commencement of the Work as stated in the Work Order, plus or minus adjustments as provided for by approved Change Orders, within which the General Contractor shall complete the Work required by the Contract and shall achieve certification of substantial and final completion.

1.1.10 GENERAL CONTRACTOR or (GC) - The term "General Contractor" or "GC" means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the general contractor, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The GC shall execute and hold all construction Sub-contracts and Purchase Orders for the Project.

1.1.11 KRS REFERENCES - Reference to "KRS" means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky, including all laws that may have been revised, amended, supplemented or new laws enacted.

1.1.12 OWNER - The term "Owner" means the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

1.1.13 PROJECT - The term "Project" means the total construction of the Work performed under the Contract Documents, which may be the whole or a part, and which may include construction by the Owner or by separate contracts.

1.1.14 PROJECT MANAGER - The term "Project Manager", when used alone, means the Owner's representative responsible for administration and management of the Project. The Owner's Project Manager during construction shall be the designated University of Kentucky Capital Projects Management Project Manager that is in charge of the Project. The term "General Contractor's Project Manager" or "GC Project Manager" means the individual employed by the General Contractor who is assigned to the Project to provide overall management during both the design and construction phases of the Project, and who has total responsibility for the successful completion of the Project.

1.1.15 PROVIDE - The term "Provide," as used throughout the specifications, shall mean furnish, install and pay for.

1.1.16 SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the General Contractor or any Sub-contractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1.1.17 SUBSTANTIAL COMPLETION - The term "Substantial Completion" is the point at which, as certified in writing by the Owner, a project is at the level of completion, in strict compliance with the contract, where (a) necessary approval by public regulatory authorities (and by other authorities having jurisdiction or as identified in Article 11.2, as necessary) has been given; (b) the Owner has received all required warranties and documentation, and (c) the Owner may enjoy beneficial use or

occupancy and may use, operate, and maintain the project in all respects, for its intended purpose. Partial use or occupancy shall not necessarily result in the project being deemed substantially complete and shall not be evidence of Substantial Completion. In order for the Owner to enjoy beneficial use or occupancy and use, operate, and maintain the project in all respects, for its intended purpose, the stage or progress of the Work or a designated portion thereof shall be sufficiently complete, accessible, operable and usable, and all parts, systems and site Work shall be 100% complete, cleaned and available for the Owner's full use without interruption in accordance with the Contract Documents, including but not limited to the provisions of Article 28 of these General Conditions. The Work will not be considered acceptable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and approvals provided to the Owner, designated instruction of the Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature so that the Owner and/or the Owner's tenants could occupy the Project on that date and the completion of the Work by the General Contractor would not materially interfere or hamper the Owner's or the Owner's tenants' normal business operations. As a further condition of Substantial Completion acceptance, the General Contractor shall certify in writing that all remaining Work, the same being solely of a "punch list" nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

1.1.17.1 The parties agree that "substantial completion" as defined in Article No. 2 of the Agreement and Article 1 of the General Conditions, as extended by approved Change Order(s) pursuant to Article 18.1 of the General Conditions, shall be the "date of completion specified in the contract" for purposes of KRS. 45A.250(2).

1.1.18 SUB-CONTRACTOR - The term "Sub-contractor" means the person, company, corporation, joint venture or other legal entity with whom the General Contractor has executed a Contract for a portion of the Work.

1.1.19 WORK - The term "Work" means the scope of construction and services required by the Contract Documents and all approved Change Orders, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the General Contractor to perform and complete the General Contractor's obligations under the Contract in an expeditious, orderly and workmanlike manner. The Work may constitute the whole or a part of the Project.

1.1.20 WORK ORDER - The term "Work Order" means a written notice by the Owner to the General Contractor authorizing the General Contractor to commence Work under the Contract and establishing the beginning date from which the time for Substantial and Final Completion shall be established.

1.1.21 UNIT PRICE - The term "Unit Price" means the amount per unit of measurement for materials or services as described in the bid documents.

ARTICLE 2 - CONSULTANT

2.1 The Consultant will be the Owner's representative during construction and until the Work is complete. The Consultant will advise and consult with the Owner. The Owner's instructions to the General Contractor may be forwarded through the Consultant.

2.2 The Consultant will regularly, but no less frequently than monthly, visit the site to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the

Work is proceeding in accordance with the Contract Documents. On the basis of these on-site inspections, the Consultant will inform the Owner of the progress of the Work, will advise the Owner of any defects and deficiencies observed in the Work and, when appropriate, will certify to the Owner that the Work in place equals or exceeds the amount requested by the General Contractor on all applications for progress payments.

2.2.1 If applicable for the Work, the Consultant will verify to the Owner that the General Contractor is performing erosion prevention and sediment control inspections as required by the Kentucky Division of Water Construction General Permit (KYR10) at least once every 7 days and shall include the findings in the site visit reports.

2.3 The Consultant will be the interpreter of the requirements of the drawings and specifications and any changes made to the drawings and specifications.

2.4 Claims, disputes, and other matters in question that arise relating to the execution or the progress of the Work shall be referred in writing to the Consultant by the General Contractor. The Consultant will provide a response in accordance with and subject to the provisions of Article 38 of these General Conditions

2.5 The Consultant will have the authority to reject Work which does not conform to the Contract Documents or to the required level of quality and performance.

2.6 The Consultant will review and approve, or take other appropriate action upon receipt of the General Contractor's submittals such as Shop Drawings, product data, and samples. The review of submittals will be for general conformance with the design concept of the work, and for compliance with the information provided by the Contract Documents. Such review will not relieve the General Contractor of any responsibility for errors or omissions in submittals, and will in no way constitute a waiver of or change to the requirements of the Contract Documents.

2.6.1 The Consultant's review and response will be completed with reasonable promptness with a goal of ten (10) business days or less. The Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.7 The Consultant will prepare Change Orders for the Owner to direct changes in the Work. Minor changes in the Work, not involving modifications to the contract cost or completion times and that are consistent with the purpose of Work, may be directed by the Consultant through Architectural Supplemental Instructions (ASI).

2.9 When requested by the General Contractor, the Consultant will conduct inspections to determine if the Project is at the level of completion required by and in strict compliance with the Contract such that the Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose, as further defined in the Contract. If the level of completion warrants, the Consultant will confirm that all necessary approvals by public regulatory authorities or other authorities having jurisdiction have been given, will confirm that the Owner has received all required warranties and documentation, will recommend dates for certification of Substantial Completion and Final Completion by the Owner, and will complete and submit the Notice of Termination of coverage under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity.

2.10 The General Contractor will accept direction for the Work on the Project only from the Owner's Project Manager or from the Consultant. Requests for information from the General Contractor shall be directed to the Consultant.

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the General Contractor is a representation that the General Contractor has or shall thoroughly and carefully examine the site of the of Work; shall timely investigate all conditions which can affect the Work or its cost, including but not limited to availability of labor, materials, supplies, water, electrical power, roads, access to the site, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the General Contractor shall insure that the documents issued for bidding by Sub-contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the General Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. The General Contractor shall carefully study and compare the Contract Documents with each other and with other information provided to the General Contractor by the Consultant or the Owner pursuant to the Contract Documents and shall notify the Owner and the Consultant in writing of any errors, inconsistencies or omissions in the Contract Documents recognized by the General Contractor. Any failure to properly familiarize itself with the proposed Work shall not relieve the General Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the General Contractor. Labor or materials which are reasonably inferable from the Contract Documents and which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work at no additional cost to the Owner.

3.3 In the event a question arises regarding the meaning or intent of the Contract Documents, the General Contractor shall report it by preparing an RFI in eCommunication® to the Consultant. The Consultant shall furnish, with reasonable promptness and with a goal of three (3) business days and by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the General Contractor shall do no Work without proper drawings and instructions. Items indicated on drawings as "N.I.C." or "Not In Contract" are shown for explanation purposes only and are not to be included in this Contract.

3.4 The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings.

3.5 Any notice to the General Contractor from the Owner regarding this Contract shall be in writing and delivery and service of such notice shall be considered complete when sent by certified mail to the General Contractor at General Contractor's last known address. Such notice may also, at the Owner's election, be hand-delivered to the General Contractor or the General Contractor's authorized representative.

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Capital Project Management Division, Consultant, General Contractor, and all

major Sub-contractors shall be present to discuss the time for construction, methods and plan of operation, authority of the Consultant, procedures for handling shop drawings, progress estimates and requests for payments, and other relevant issues. The time and location of this meeting will be the responsibility of the General Contractor in consultation with the Consultant, Owner and other interested parties.

4.2 Environmental aspects of the project, including erosion prevention and sediment control (EPSC) and storm water management shall be discussed during this conference. The Group shall discuss the Storm Water Pollution Prevention Plan (SWPPP) to ensure that all parties understand the requirements. During this meeting the responsibility for reading the rain gage on a daily basis will be established. The Contractor will identify the initial measures to be installed prior to land disturbing activities beginning. Any modifications to the SWPPP due to constructability issues should be discussed at this conference.

ARTICLE 5 - SHOP DRAWINGS

5.1 The General Contractor shall submit a shop drawing and product sample submittal schedule to the Consultant establishing dates for the submission of Shop Drawings and product samples prior to the submittal of the General Contractor's first application for payment for construction phase services. The schedule shall have been coordinated with all Sub-contractors and material suppliers as well as the General Contractor's construction schedule and shall allow for adequate and reasonable time for review of the samples and submittals by the Consultant. The General Contractor shall be responsible for compliance with the submittal schedule and shall insure that the Submittal Schedule is maintained in order to accurately reflect the status of processing all required submittals.

5.2 The General Contractor shall review product samples and shop drawings for compliance with the requirements of the Contract Documents, and shall submit them to the Consultant in accordance with submittal procedure and schedule established. The General Contractor's review and submittal to the Consultant of any shop drawing or sample shall constitute a representation to the Owner and Consultant that a) the General Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that b) each shop drawing or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents. Shop drawings and submittal requirements shall not be deemed satisfied until approvable documents are received by the Consultant. Incorrect or incomplete submittals will be returned to the General Contractor without action. No claim for additional time or extension of the contract will be considered if such claim is the result of failure by the General Contractor to provide correct, accurate, complete and approvable submittals.

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the General Contractor for corrections as may be required. The General Contractor shall make any corrections required by the Consultant for compliance with the Contract and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The General Contractor shall direct specific attention, in writing, or on resubmitted shop drawings, to revisions other than the corrections called for by the Consultant on previous submissions.

5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been accepted in writing by the Consultant. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted

shop drawing and product sample shall be kept in good order by the General Contractor at the site and shall be made available to the Consultant on request.

5.5 The Consultant's acceptance of Shop Drawings or samples shall not relieve the General Contractor from the responsibility for any deviations from the requirements of the Contract Documents unless the General Contractor has in writing called the Consultant's attention to such deviation at the time of submission and the Consultant has given written approval to the specific deviation. Any acceptance by the Consultant does not relieve the General Contractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 6 - LAYING OUT WORK

6.1 The General Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposals or on the execution of the Work and shall address these issues in the preparation of scopes of work for the Subcontract bid packages. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal or to include such information in the Subcontract bid packages, and no adjustment to the General Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

6.2 The General Contractor shall be responsible for all lines, levels and measurements of all Work executed under the Contract. The General Contractor shall verify the figures before laying out the Work and will be held responsible for any error resulting from failure to do so. Working from lines and levels established by the property survey or by other Contract Documents, and as shown in relation to the Work, the General Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on the site as needed to properly locate each element of the entire Project. The General Contractor shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. The General Contractor shall advise Sub-contractors and trades persons performing Work of marked lines and levels provided for their use in layout work. The General Contractor shall verify layout information shown on drawings as required for the Work.

6.3 The General Contractor shall be responsible for coordination of the installation of all elements of the Work, including preparation of coordination drawings if required by the Contract Documents or deemed necessary by the General Contractor for performance of the Work.

6.4 If any encroachments are made by the General Contractor or any Sub-contractor on any adjacent property, the General Contractor shall, at the General Contractor's expense, and within thirty (30) Calendar Days after written notice from the Owner or the Consultant, correct any encroachments and obtain approval from the owner of such adjacent property for any encroachments that cannot be feasibly corrected. The General Contractor shall not be entitled to any adjustment to the Contract Amount or the Contract Time as a result of any such encroachment or the correction thereof.

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

7.1 Unless otherwise provided in the Contract Documents, the Owner will furnish the General Contractor free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The General Contractor shall pay for the cost of duplication of all sets required over and above this amount.

7.2 The cost of additional plans, specifications and official contract documents for use by Sub-contractors for bidding and for construction shall be borne by the General Contractor or by the Sub-contractors. Arrangements for orders and payment for plans, specifications and other contract documents must be made with Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com>) or by phone at 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

7.3 The General Contractor shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site, in good order. A qualified representative of the General Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the General Contractor shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Owner simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Substantial Completion Inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

7.4 All drawings, specifications and copies thereof, furnished by the Consultant to the Owner, are the property of the University of Kentucky. They shall not be used by the Consultant, General Contractor, or any Sub-contractor or Supplier on any other Project.

ARTICLE 8 - TEMPORARY UTILITIES

8.1 The General Contractor shall provide and pay for, unless modified in the Special Conditions, all temporary conveniences including, but not limited to, wiring, lighting, power and electrical outlets, heat, water, and sanitary facilities required for construction. In the event the Owner elects to make available, at no cost to the General Contractor, the electric power required for construction activities, the electric power supplied shall not be utilized as a means to provide temporary heat or for welding.

8.2 The General Contractor is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The General Contractor shall provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, and trash removal/dumpster service for both General Contractor and Sub-contractor use during the Project. Work and safety lighting shall be provided continuously during working hours. Security lighting shall be provided at all hours of darkness.

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

9.1 Unless otherwise provided in the Contract Documents, the General Contractor shall provide and pay for all materials, labor and personnel, tools, equipment, construction equipment and machinery, utilities, supplies, appliances, transportation, taxes, temporary facilities, licenses, permits and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and the proper execution and completion of the Work safely, without damage to persons and property, and in compliance with all applicable law. The General Contractor shall furnish, erect, maintain, and

remove at the completion of the Contract, all temporary installations as may be required during the construction period.

9.2 Immediately following the execution of each of the sub-contracts, the General Contractor shall determine the source of supply for all materials required under that sub-contracts and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.

9.3 The General Contractor shall immediately notify the Consultant in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the General Contractor will not be excused for delays in securing materials specified.

9.4 The General Contractor or Sub-contractors shall not place purchase orders or issue contracts for materials, supplies, equipment and services necessary to complete this Project using the name of the University of Kentucky. All orders placed by the General Contractor that are related to this Project must use the name of the General Contractor or Sub-contractor placing the order. The use of the University of Kentucky's name for ordering purposes is strictly prohibited. Payment for all goods and services required for the completion of the Work is the sole responsibility of the General Contractor. Any invoices received at the University that are related to this Project will be immediately forwarded to the General Contractor. Copies of these invoices will be made and placed in the General Contractor's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

9.5 The route for delivery of all materials to the Project shall be coordinated with the Owner's Project Manager.

9.6 The General Contractor shall be responsible for the proper and adequate storage of materials and equipment. Unless otherwise provided in the Contract Documents, all materials shall be of good quality and new. Workmanship and materials supplied and incorporated into this Work shall be of first quality. The General Contractor, if required, shall furnish satisfactory evidence as to the kind and quality of materials.

9.7 The General Contractor shall at all times enforce strict discipline and good order among all employees and Sub-contractors. The conduct of all individuals performing Work or operations related to the Work is the responsibility of the General Contractor. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the General Contractor, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Sub-contractor or General Contractor being barred from the Owner's premises. The General Contractor shall not permit the employment on the Project of any person unfit or not skilled in the Work assigned.

ARTICLE 10 - ROYALTIES AND PATENTS

10.1 The General Contractor shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the General Contractor is responsible for payment of all associated royalties. The General Contractor hereby agrees to indemnify, defend and hold the Owner, and any subsidiary, parent, or affiliates of the Owner, or other persons or entities designated by the Owner, and their respective directors, officers, agents,

employees and designees (collectively, the “Indemnities”) harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys’ fees and legal expenses, that the Indemnities may incur as a result of the General Contractor’s failure to strictly comply with its obligations under this Paragraph 10.1.

ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES

11.1 The Owner will furnish only such surveys that are specifically required by the Contract Documents. Approvals, assessments, and easements for permanent structures or permanent changes in existing structures shall be secured and paid for by the Owner, unless otherwise specified. All required utility tap-on fees shall be secured and paid for by the General Contractor, or included in a sub-contract, including the Lexington-Fayette Urban County Government (LFUCG) sewer tap-on fee. All construction permits, where required by local ordinances, except excavation permit, shall be obtained by the General Contractor, but no fee shall be charged to or paid by the General Contractor as the Owner is exempt from such charges. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the General Contractor.

11.2 All branches of Work shown on the plans and specifications shall be executed in strict compliance with all state and federal regulations and codes, with all national codes, and with the requirements of both ADA and JCAHO when applicable.

11.3 The Contractor, on projects disturbing 1 acre or more, or projects less than 1 acre that are part of a large common development plan, including grading, clearing, excavation, material laydown or other earth moving activities, shall assure full compliance with the requirements of the KYR10 and shall:

11.3.1 File a Notice of Intent (KPDES FORM eNOI-SWCA) with the Kentucky Division of Water and copy the UKCPM Project Manager and Water Quality Manager prior to the start of any excavation, grading or site development work.

11.3.2 The permittee (contractor) shall develop a Stormwater Pollution Prevention Plan (SWPPP) based on the Erosion Prevention and Sediment Control Plan (EPSC) as a minimum design standard. Ensure all requirements of KYR10 are fully addressed in the SWPPP. **Once the SWPPP is written, forward a copy to the Capital Projects Project Manager and to the Water Quality Manager for approval. Work cannot begin until SWPPP is approved and permit coverage obtained.**

11.3.3 Install BMP’s such as, basins, traps, drainage, and sediment barriers before beginning land disturbing activities, including the construction entrance/exit. Once prevention measures have been installed, grading can commence. In the event a new construction entrance is added to the site, this new entrance must be built according to the EPSC design details with a wheel wash, a water supply and a sediment catch basin for washed wheel sediment.

11.3.4 Maintain all measures in working condition. Perform maintenance activities identified during inspections prior to the next rain event. Remove sediment from BMPs when 1/3 the storage volume has been filled.

11.3.5 Stabilize disturbed areas within 14 days of inactivity or reaching final grade on any portion of the site according to permit requirements.

11.3.6 Inspect the site every 7 calendar days and after each rainfall of ½” or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with UK Project Manager and Water Quality Manager and note on the SWPPP Inspection Sheets.

Per the KPDES Permit, Section 2.1.7. “Inspections – Permittee Conducted”. “Inspections shall be performed by personnel knowledgeable and skilled in assessing conditions at the construction site that could impact storm water quality and assessing the effectiveness of erosion prevention measures, sediment control measures, and other site management practices chosen to control the quality of the storm water discharges. Inspectors shall have training in storm water construction management such as Kentucky Erosion Prevention & Sediment Control (KEPSC), Certified Professional in Stormwater Quality (CPSWQ), Certified Erosion, Sediment and Stormwater Inspector (CESSWI), or other similar training.”

Inspections shall include a tour of the total site and verification that all BMPs are performing as constructed. Inspector shall certify that all observations are correct as stated and sign and date the inspection form.

11.3.7 Keep Permit, SWPPP, weekly/rain event inspections sheets in binder in construction trailer. Any BMP change/alteration from SWPPP and EPSC plan must be noted on the EPSC and SWPPP.

11.3.8 No soil and sediment shall leave the construction site. BMPs shall be repaired immediately if failure has occurred. No Mud shall be permitted on any street. All entrances/exits shall have a means by which to wash wheels. If an entrance/exit does not have a wheel wash, that exit shall not be used in muddy conditions. If for any reason mud is tracked offsite, the area must be cleaned in such a way as to prevent sediment from entering the storm sewer system. The use of tractor brooms solely will not be permitted.

11.3.9 When it is necessary to dewater an excavation, proper BMPs must be implemented. Dewatering filter bags must be sized and used according to manufacturer’s requirements and Standard Operating Procedures for Dewatering Bags.

11.3.10 UK (the MS4) routinely inspects sites for compliance with the EPSC/SWPPP. Any deficiencies noted become record for the Kentucky Division of Water and shall be remedied/installed as soon as site conditions are favorable but no more than 7 days from the inspection date.

11.3.11 At the conclusion of the project and all bare areas, slopes and ditches are 70% vegetated with the permanent ground cover, the contractor shall notify the UK Project Manager and Water Quality Manager and request a final site inspection prior to filing a “Notice of Termination (NOT) with the state. This inspection verifies that Construction BMPs can be removed, and Post-Construction BMPs are in place and functioning.

11.3.12 Failure of the site contractor (permittee of the KPDES Permit) to timely comply with requirements of KPDES, the Construction Manager shall inform the site contractor that a third party contractor shall be retained to remediate all BMP deficiencies immediately, and all third party costs shall be passed to the permittee of the KPDES Permit. Any fines or other costs resulting from failure to comply, levied against the Owner will be assessed against the Construction Manager’s or General Constructor’s funds.

11.3.13 Refer to 334000S01 STORM DRAINAGE UTILITIES – Information for Consultants & Contractors.

11.3.14 Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.

11.4 Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.

11.5 The General Contractor shall furnish a final occupancy permit from the proper agency or agencies as required.

11.5 The General Contractor shall, by provision within each applicable sub-contract or by inclusion in the lump sum fee proposed to the Owner, insure the payment of all sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work, by unless otherwise specified in the bid documents.

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

12.1 The General Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. Except as otherwise covered by Builder's Risk insurance, the General Contractor shall pay for any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The General Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

12.2 In an emergency affecting the safety of life, or of the Work, or of adjoining property, the General Contractor, without special instruction or authorization from the Consultant or the Owner, is obligated to act to prevent such threatened damage, loss or injury.

12.3 The General Contractor shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings for local fire truck access must be maintained during construction. The General Contractor shall maintain construction to allow access to new, existing or temporarily relocated standpipes, fire hydrant connections and fire alarm communication panels pursuant to Section 3018.8 of the Kentucky Building Code. If the General Contractor utilizes the Owner's fire protection equipment, the General Contractor shall replace any such materials lost, consumed or misplaced during the Contract period. The General Contractor is responsible for any false alarms caused by dust created in the Work area or dust traveling to areas beyond the Work area due to inadequate dust protection barriers. Should there be a need for any existing or newly installed fire alarm system, or parts of a system that requires service, to be removed from service or disconnected, prior approval must be obtained from the Owner and the General Contractor shall immediately provide alternate protection such as a fire watch until such systems are returned to full normal operations. When work or service is completed on a disabled fire alarm system, the Owner shall be immediately notified so the system can be placed in service.

12.4 The General Contractor and Sub-contractors are responsible for the security of their own materials, tools and equipment at the Project site.

12.5 The General Contractor shall provide to the Owner's Project Manager a key to General Contractor's field office or job trailer.

ARTICLE 13 - BLASTING

13.1 Blasting is not allowed unless permission is granted in the Special Conditions. Should blasting be allowed by the Special Conditions, it shall be completed in accordance with all laws, regulations, ordinances and instructions contained in the Special Conditions.

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

14.1 The General Contractor shall provide safety controls for protection of the life and health of employees and visitors. The General Contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the General Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.

14.2 The General Contractor shall provide a written safety program which includes all pertinent written specialty standards such as, but not limited to, Control of Hazardous Energy Sources (Lockout/Tagout), Hazard Communications Program, First Aid, Blood Borne Pathogen Program, Respirator Use Program and Hearing Conservation Program. The General Contractor shall require all Sub-contractors to have an effective written safety program or be required to follow the General Contractor's written safety program.

14.3 The General Contractor shall maintain an accurate record of and shall report to Kentucky Labor Cabinet's Division of Occupational Safety and Health in the manner and on the forms prescribed by that Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease. The General Contractor shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, and equipment incident to Work under this Contract.

14.4 The Kentucky Labor Cabinet's Division of Occupational Safety and Health may notify the General Contractor of any noncompliance with the foregoing provisions. The General Contractor shall, upon receipt of such notice, immediately correct the cited conditions. Notice delivered to the General Contractor or the General Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the General Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for reducing or stopping all payments due under the Contract to the General Contractor. No part of the construction time lost due to any such stop order shall be cause for, or the subject of a claim for, extension of time or for additional costs or damages by the General Contractor.

14.5 The General Contractor or any Sub-contractor shall immediately contact the University of Kentucky's Department of Occupational Health and Safety through the Owner's Project Manager should they be selected for an inspection by the Kentucky Occupational Safety and Health Compliance Division.

14.6 Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the General Contractor.

14.7 Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.

14.8 The General Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises

where the Work is being performed. If the General Contractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The General Contractor shall designate a responsible member of the on-site Work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

15.1 If the General Contractor encounters material reasonably believed to be or suspected to be asbestos containing material, lead, polychlorinated biphenyls (PCBs), fluorescent light bulbs and ballasts, mercury or other hazardous material, the following procedures must be followed:

15.1.1 The General Contractor shall immediately stop Work in the affected area and notify the Owner's Project Manager. The Owner's Project Manager will contact the Owner's Environmental Health and Safety unit to arrange for collection of samples, review of existing data, or other testing necessary to confirm the presence of hazardous materials. The Owner's Project Manager will notify the General Contractor in writing of the results. Until that notification is received, the Work must not continue in the affected area.

15.1.2 If the material is confirmed to be asbestos, lead, polychlorinated biphenyls (PCBs), fluorescent light bulbs and ballasts, mercury or other hazardous material, the Owner will take appropriate action to remove the material before the General Contractor can continue Work in the affected area.

15.1.3 The General Contractor shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. The General Contractor is advised that certain classes of building materials (thermal system insulation, sprayed or troweled surfacing materials, and resilient flooring) installed before 1981 are required by law to be treated as asbestos containing until proven otherwise. These presumed asbestos containing materials must not be disturbed without confirmation from the Owner that asbestos is not present.

15.2 The Owner, the General Contractor, and Sub-contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The General Contractor and Sub-contractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the General Contractor's employees may be exposed; (2) Statement of the measures that General Contractor's employees and Sub-contractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the MSDS's related to the hazardous chemicals located in the Work area; (4) Procedures that the General Contractor's employees and Sub-contractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets (MSDS) may be reviewed upon request by the General Contractor or any Sub-contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by General Contractor at its expense.

15.3 The General Contractor and Sub-contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site that may be exposed to the Owner's employees. The General Contractor and Sub-contractors shall provide the Owner with copies of Material Data Sheets for materials to be used.

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the General Contractor and the Owner in a manner that conforms to the intent of all applicable laws and

regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the General Contractor and Sub-contractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The General Contractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending General Contractor and/or Sub-contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the General Contractor should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

15.5 The General Contractor shall ensure that NO asbestos-containing materials (including but not limited to: drywall, joint compound, roof mastic and floor tile adhesive) will be install on any University project without prior written approval of the University's Environmental Health and Safety Division. Additionally, the General Contractor shall submit MSDS sheets and have prior approval before installing any materials that contains hazardous substances or could pose an environmental hazard. If any environmental hazardous materials are installed without written approval of the University, the General Contractor will be responsible for all material replacement cost, all removal and all other associated damages. Any materials removed shall be taken out in accordance with all applicable federal, state and local regulations.

ARTICLE 16 - INSPECTION OF WORK

16.1 Inspections, tests, measurements or other acts of the Consultant are for the sole purpose of assisting the Consultant in determining if the Work, materials, rate of progress, and quantities comply with the Contract Documents. These acts or functions shall not relieve the General Contractor from performing the Work in full compliance with the Contract Documents, nor relieve the General Contractor from any of the responsibility for the Work assigned to it by the Contract Documents. No inspection by the Consultant shall constitute or imply acceptance. Approval of material is general and shall not constitute waiver of the Owner's right to demand full compliance with Contract Documents.

16.2 All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, the Consultant or their representatives to determine conformance with the Contract Documents. The Owner, Consultant and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The General Contractor shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Consultant shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week. If the Consultant provides the General Contractor with a list of construction milestones that require inspection, the General Contractor shall provide the Consultant with at least five (5) Business Days written notice prior to the commencement of Work with respect to such milestone in order to permit the Consultant time to coordinate an inspection of the commencement of the applicable Work.

16.2.1 Normal Work hours are defined as a period between 7:00 a.m. and 5:00 p.m. Monday through Friday. The General Contractor shall notify the Owner's Project Manager at least one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

16.3 If this Contract, the Specifications, the Consultant's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the General Contractor shall give the Consultant timely notice of the readiness of the Work for inspection. The Consultant shall promptly make all required inspections. If any portion of the Work should be

covered contrary to the request of the Consultant, or to the requirements specifically expressed in the Contract Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the General Contractor's expense.

16.4 If any other portion of the Work has been covered, which the Consultant has not specifically requested to observe prior to being covered, the Consultant, with the Owner's approval, may request to see such Work and it shall be uncovered by the General Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Owner by appropriate Change Order. If such uncovered Work is not in accordance with the Contract Documents, the General Contractor shall pay all costs for uncovering and replacement of such Work.

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

17.1 The General Contractor shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the General Contractor's profession so as to ensure expeditious, workmanlike performance in accordance with requirements of the Contract Documents. Except as otherwise dictated by specific requirements of the Contract Documents, the General Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The General Contractor shall be responsible for the acts and omissions of all Sub-contractors and persons directly or indirectly employed by the General Contractor in the completion of the Work. The General Contractor shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The General Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities of the Consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the General Contractor.

17.2 The General Contractor shall have a competent superintendent on the Project site at all times during the process of the Work. The superintendent shall have authority to act on the General Contractor's behalf with regard to all aspects of performance of this Contract. The superintendent shall have such assistants with individual specialized competencies as may be necessary to fully understand and oversee all aspects of the Work. The General Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work of the Project. The superintendent and all assistants shall be physically fit for their work and capable of going to all locations where Work is being performed. A communication given to the superintendent shall be binding on the General Contractor. Immediately after the award of Contract, the General Contractor shall submit to the Consultant a list of General Contractor's employees and consultants, including names, positions held, addresses, telephone numbers and emergency contact numbers.

17.3 The superintendent assigned shall not be changed except under the following circumstances: (1) Where the superintendent ceases to be employed by the General Contractor, in which case the General Contractor shall give timely written notice to the Owner of the impending change of the superintendent and a reasonable explanation for the change; or (2) Where the Owner or the Consultant have reasonable grounds for dissatisfaction with the performance of the superintendent and give written notice to the General Contractor of the grounds. In either case, the General Contractor shall obtain prior written approval from the Owner of the qualifications of the proposed replacement superintendent. Such prior approval will not be unreasonably withheld.

17.4 If the Owner or Consultant determines that the superintendent is not performing, or is incompetent to perform the required Work, the Owner may direct the General Contractor to remove the superintendent from the Project and replace the superintendent with an employee who has the necessary expertise and skills to satisfactorily perform the Work.

ARTICLE 18 - CHANGES IN THE WORK

18.1 The Owner, at any time after execution of the Contract, may make changes within the general scope of the Contract or issue additional instructions, require additional Work, or direct the deletion of Work. The Owner's right to make changes shall not invalidate the Contract or relieve the General Contractor of any obligations under the Contract Documents. All such changes to the Work shall be authorized in writing by Change Order and shall be executed under the conditions of the Contract Document. Any adjustment of the Contract Amount or Time of Completion, as may be appropriate, shall be made only at the time of ordering such change. Change order proposals based on a reservation of rights, whether for additional compensation to be determined at a later date or for an extension of time to be determined at a later date, will not be considered for approval and shall be returned to the General Contractor without action.

18.2 The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

18.2.1 By unit prices named in the Contract or additional unit prices subsequently agreed upon;

18.2.2 By agreement on a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

18.2.3 By an amount agreed upon by the General Contractor and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. In computing labor costs, the hourly labor rates shall not exceed a mutually agreeable combined hourly labor rate plus fringe benefits negotiated with the Owner based on a presentation of acceptable documentation by the GC. For the purposes of this Article, the term "fringe benefits" shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the General Contractor and/or Sub-contractor an amount agreed upon, but not to exceed a combined total of fifteen percent (15%) of the actual costs, for overhead and profit. This cost breakdown shall be submitted to the Consultant promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

18.4 If none of the above methods are mutually agreed upon or if the General Contractor does not respond promptly, a change may be made by unilateral determination by the Owner and/or the Consultant of reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit. If this method is utilized, the General Contractor shall promptly proceed with the Work involved in the change upon receipt of a written order signed by the Owner. In such case, the General Contractor shall keep and present an itemized accounting of labor, equipment, material and other costs, in such form as may be prescribed by the Consultant.

18.5 In determining the cost or credit to the Owner resulting from a change, the allowances for all overhead (including home office and field overhead) and profit combined, shall be negotiated and shall not exceed (15%) fifteen percent.

18.6 In all cases where Change Orders are determined by unit prices set forth in the Contract Documents, no amount is to be added for additional overhead and profit.

18.7 The General Contractor shall keep and present in such form as the Consultant may direct, a correct account of all items comprising the net cost of such Work, together with vouchers. The determination of the Consultant and/or the Owner shall be final upon all questions of the amount and cost of extra Work and changes in the Work, and it shall include in such cost, the cost to the General Contractor of all materials used, the cost of all labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Workers Compensation insurance), and the fair rental of all machinery used upon the extra Work, for the period of such use, which was upon the Work before or which shall be otherwise required by or used upon the Work before or after the extra Work is done. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used upon the Work, then the cost of transportation of such machinery to and from the Project site shall be added to the fair rental value. Transportation costs shall not be allowable for distances exceeding one hundred (100) miles.

18.8 The General Contractor shall not include or allow to be included in the cost of change in the Work any cost or rental of small tools, or any portion of the time of the General Contractor or the superintendent, or any allowance for the use of capital, or for the cost of insurance or bond premium or any actual or anticipated profit, or job or office overhead. These items are considered as being covered under the added amount for general overhead addressed in Article 18.3

18.8.1 The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

18.9 Pending final determination of value, partial payments on account of changes in the Work may be made on recommendation of the Consultant. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including all items covered and affected. Any such claim not presented by the General Contractor for inclusion in the Change Order shall be waived.

18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner and the General Contractor. The General Contractor shall carry out such orders promptly. If the General Contractor should claim that an ASI involves additional cost or delay to the completion of the Work, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the General Contractor shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

18.10.1 If the General Contractor claims that any instructions by the Consultant involve additional cost or time extension, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after the receipt of such instructions and before proceeding to execute the change in Work. The written notice shall state the date, circumstances, whether a time extension will be requested, and the source of the order that the General Contractor regards as a Change Order. Unless the General Contractor acts in accordance with this procedure, any oral order shall not be treated as a change and the General Contractor hereby waives any claim for an increase of the Contract amount or extension of the contract time.

18.11 Requests for extension of time related to changes in the Work shall be submitted in accordance with the requirements of Article 21 of these General Conditions

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

19.1 If applicable, the following Rules and Measurements shall apply to the use of Unit Prices for the excavation portion of the Work:

19.1.1 Except as provided in this Article 19 for arbitrary measurements, the quantity of excavation shall be its in-place volume before removal.

19.1.2 No allowance will be made for excavating additional material of any nature taken out for the convenience of the General Contractor beyond the quantity computed under these "Rules and Measurements."

19.1.3 The quantities of excavation shall be computed from instrument readings taken by the Consultant's representative in vertical cross sections located at such intervals that will assure accuracy.

19.1.4 "Trench Excavation" for pipes shall arbitrarily be assumed to be two feet (2') wider than the outside diameter of the pipe barrel and with sides vertical.

19.1.5 The quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the Work in place.

19.1.6 Each unit price shall cover, among other things, engineering (surveying) costs and keeping excavating dry.

19.1.7 Earth excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surface of the ground to the neat lines of the bottom of the structure.

19.1.8 Rock excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual elevation of the rock ledge.

19.1.9 Rock excavation for pipelines trenches, unless otherwise provided for in the Specifications, shall be measured as follows: An arbitrary width of 18 inches plus the nominal diameter of the pipe multiplied by the depth from the surface the rock to six (6) inches below the invert for pipe 24 inches in diameter or less and eight (8) inches below the invert for all pipe greater than 24 inches in diameter. No additional compensation will be allowed for excavation for bell holes, gates or other purposes. The measurement of rock excavation for manholes shall be in accordance with Section 19.1.8 above.

19.1.10 Unclassified excavation shall be measured in the same manner as earth excavation.

ARTICLE 20 - CONCEALED CONDITIONS

20.1 The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The General Contractor is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the General Contractor shall contact and cooperate with the Consultant to make the required adjustments. Any request for change

in the Contract Amount by the General Contractor shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted or uncharted utility service is interrupted by activities of the General Contractor or the General Contractor's Sub-contractor(s) for any reason, the General Contractor shall work continuously to restore service to the satisfaction of the Owner.

20.2.1 If any charted utility service, or any uncharted utility service the existence of which could have been discovered by careful examination and investigation of the site of the Work by the General Contractor, is interrupted by activities of the General Contractor or the General Contractor's Sub-contractor(s) for any reason, the entire cost to restore service to the satisfaction of the Owner shall be paid by the General Contractor. Should the General Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the work/repairs completed and the cost of such work/repairs deducted from the monies due or to become due to the General Contractor pursuant to Article 22 of the General Conditions.

20.3 The General Contractor shall promptly, but in no case more than ten (10) Calendar Days from the time of discovery, and before the conditions are disturbed, notify Consultant in writing of:

20.3.1 Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by General Contractor or could not have been discovered by careful examination and investigation of the site of the proposed Work;

20.3.2 Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in this Contract or,

20.3.3 Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, and which were not known by the General Contractor and could not have been discovered by careful examination and investigation of the site of the Work.

20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions, which are materially different from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, were not known by the General Contractor, and could not have been discovered by careful examination and investigation of the site of the Work, have caused or would cause a material increase or decrease in the General Contractor's cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend and the Owner will make an equitable adjustment in the Contract Amount and/or the time allotted for performance in the Contract Documents. Failure by the General Contractor to provide written notice to the Owner of such claims for additional compensation or time for performance within ten (10) Calendar Days of discovery of such conditions shall constitute a waiver by the General Contractor of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

20.5 If the Consultant determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the General Contractor shall continue performance of the Contract as directed by the Consultant. No claim by the General Contractor under this clause shall be allowed unless the required written notice is given and the

Consultant is given adequate opportunity to investigate the conditions encountered prior to disturbance. The failure of the General Contractor to give the Consultant proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the contract price or time if there is a decrease in the Contract Amount or time required to perform the Work.

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and where additional time is allowed for the completion of the Work or any part of the Work under this Contract, the new time limit fixed by such time extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth in Article 21.10 below.

21.2 The General Contractor will, subject to the provisions of Articles 21.7, 21.8 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

21.2.1 Any preference, priority, or allocation order duly issued by the government;

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the General Contractor including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

21.2.2.1 For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the General Contractor shall be authorized at its discretion to remove its people from the site and return when the normal progress of the work may continue.

21.2.3 Regardless of the cause of a delay, the General Contractor shall expend all reasonable effort to mitigate the impact of any delay.

21.2.4 Requests for additional time due to delays in transportation or due to failures of suppliers shall not be considered for approval.

21.3 Requests for extensions of time and/or relief from liquidated damages, except for weather related claims, shall be made in writing not later than ten (10) Calendar Days after the beginning of the delay. Requests for extension of time or relief from liquidated damages shall be stated in numbers of whole Calendar Days.

21.4 Except as otherwise provided in the Contract Documents, extensions of the contractually required completion dates may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means daily temperature or precipitation that exceeds the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately defines the number of days in each month on which bad weather can reasonably be anticipated to impact weather dependent construction operations, and the General Contractor shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

Mean	Jan.	Feb	Mar	Ap	May	Jun	Jul.	Aug	Se	Oct	Nov.	Dec.
Number of		.	.	r.		.		.	p.	.		
Days When												

Max Temp 32° or Below	9	6	1	0	0	0	0	0	0	0	1	5
Precip. Is 0.10 Inch or Greater	7	6	9	7	8	8	8	6	5	5	7	7

For the purpose of this Contract, “unusually bad weather” shall be interpreted as either 1) those days in a given month on which rainfall was 0.10 inch or more that exceed the number of days shown in the row for “Precip” or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for “Max Temp”, whichever is greater.

21.4.1 Requests for extension of time due to unusually bad weather that could not reasonably have been anticipated at the time of execution of the Contract shall be made in writing not later than the tenth calendar day of the month following the month in which the delay occurred.

21.4.2 Requests for an extension of time due to unusually bad weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific weather dependent activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event, and b) only if the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the contractually required completion dates for the Project shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting contractually required completion dates will be considered in evaluating the merit of a delay request. Time extensions will not be considered if such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay as shown in the most recent update to the Project schedule, nor for concurrent delays not caused by the Owner.

21.4.3 In anticipation of the possibility of delay due to unusually bad weather, the General Contractor shall identify those activities in the baseline schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by such weather.

21.4.4 Delays caused by unusually bad weather shall be incorporated in the Project schedule when the schedule is next updated by showing actual dates and/or percent complete for those activities that were impacted by the unusually bad weather as well as the effects of any effort to mitigate such delays. When claims are submitted for time extensions resulting from more than one occurrence of unusually bad weather during a month, the Project schedule shall be updated to reflect such separate events sequentially so that the impact of each subsequent occurrence is shown on an adjusted Project schedule that includes all prior claims for additional time.

21.5 In addition to the requirements of Article 21.7 and Article 21.8 below, any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike including, but not limited to, the dates, the craft(s) affected, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on the Project.

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The

Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.

21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the General Contractor provides justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required completion dates, and 2) the General Contractor has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.8 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the General Contractor shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include a partial network diagram showing a sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic (a “fragnet”). This impact analysis and the fragnet shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the critical path and the contractually required completion dates. The General Contractor will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the General Contractor and/or the General Contractor’s contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a revised schedule at the time of approval. No subsequent requests for time extension will be considered unless all previous approved time extensions have been incorporated in the Project schedule on which the requests are based.

21.10 Except as provided for in Article 21.10.1 through 21.10.3 below, no payment or compensation shall be made to the General Contractor and extensions of the time fixed for completion of the Contract shall be the General Contractor’s sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of the Work.

21.10.1 In addition to the provisions of Articles 18.3 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the General Contractor’s performance of the Contract are in whole or in part within the control of the Owner and, subject to the requirements of Article 21.8 and 21.8.1, extend contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

21.10.3 Such reimbursements shall not include consequential or similar damages, exemplary damages, damages based on unjust enrichment theory, formula based delay claims, or any element of home office overhead.

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

22.1 The General Contractor shall promptly remove from the site and replace any material and/or correct any Work found by the Consultant to be defective or that fails to conform to the requirements of the Contract, whether incorporated in the Work or not, and whether observed before or after Substantial or Final Completion. The General Contractor shall bear all costs of removing, replacing or correcting such Work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all Work of separate contractors damaged by such removal or replacement.

22.2 The Consultant will notify the General Contractor and the Owner immediately upon its knowledge that additional services will be necessary. The Owner may consent to accept such nonconforming Work and materials with an appropriate adjustment in the Contract Amount. Otherwise, the General Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the General Contractor fails to commence and continue to correct non-conforming Work within a reasonable time as determined by the Consultant, the Owner may without limitation of other rights available to the Owner and without prejudice to other remedies, take any necessary action to make the necessary corrections. If the Owner makes required corrections for non conforming Work or materials, a Change Order will be issued reflecting an equitable deduction from the Contract Amount. This amount will be deducted from payments due to the General Contractor or, if no additional payments are due, General Contractor or the General Contractor's surety shall be responsible for payment of this amount.

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

23.1 Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the General Contractor of responsibility for materials and equipment incorporated into the Work that fail to meet specification requirements, or for use of faulty materials or poor quality workmanship. If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the General Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The General Contractor shall correct any defects due to these conditions and pay for any damage to other Work resulting from their use. Nothing contained in this clause shall be construed to establish a period of limitation with respect to any obligation of the General Contractor under the Contract including, but not limited to, Warranties. The obligation of the General Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranty required by the Contract, given by the General Contractor, or otherwise recognized or prescribed by law.

23.2 In addition to being responsible for correcting the Work and removing any non conforming Work or materials from the job site, the General Contractor shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services and any resulting damages to other property or to work of other contractors or of the Owner.

23.3 If the General Contractor fails to correct nonconforming Work within a reasonable time as determined by the Consultant, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for nonconforming Work or materials after Final Payment to the General Contractor, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from General Contractor or surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

24.1 The Owner, by written notice to the General Contractor, may terminate this Contract in whole or in part when it is in the interest of the Owner, at the sole discretion of the Owner. In such case, the General Contractor shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The General Contractor shall not be entitled to profit and overhead on Work not performed.

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the General Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice may order the General Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The Consultant may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The General Contractor shall not be entitled to an adjustment in the Contract Time or Amount under this clause in the event such stoppages are determined to be the fault of the General Contractor or its Sub-contractor(s). The right of the Owner or Consultant to stop Work shall not give rise to a duty on the part of the Owner or Consultant to exercise this right for the benefit of the General Contractor or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF GENERAL CONTRACTOR

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract upon the occurrence of any one or more of the following events:

26.1.1 If the General Contractor refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the General Contractor fails to complete the Work within such time;

26.1.2 If the General Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the General Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the General Contractor, or if a trustee or receiver is appointed for the General Contractor or for any of the General Contractor's property on account of the General Contractor's insolvency, and the General Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;

26.1.3 If the General Contractor repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that Sub-contractors supply adequate supervision, suitable materials or equipment, or adequate numbers of skilled workmen and supervision to the Work;

26.1.4 If the General Contractor repeatedly fails to make prompt payments to Sub-contractors or suppliers at any tier, or for labor, materials or equipment;

26.1.5 If the General Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

26.1.6 If the General Contractor disregards the authority of the Consultant or the Owner;

26.1.7 If the General Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

26.1.8 If the General Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.

26.2 Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the General Contractor and its Surety three (3) Calendar Days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the General Contractor to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the contract.

26.3 In the event that the Contract is terminated, the Owner may demand that the General Contractor's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the General Contractor's Surety not utilize the General Contractor in performing the Work. Upon the failure or refusal of the General Contractor's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.

26.3.1 In the event that the Contract is terminated and the General Contractor's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the General Contractor from the site. The Owner may take possession of the Work and of all of the General Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the General Contractor, without liability to the General Contractor. At the Owner's sole discretion, the Owner has the right to take assignment of any or all portions of the contract work in order to prosecute the completion of the Work. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site or for which the Owner has paid the General Contractor but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the General Contractor shall not be entitled to receive any further payment until the Work is finished.

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the General Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the General Contractor or the General Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the General Contractor shall not be eligible for the award of such Contract.

26.3.3 The General Contractor shall be liable for any damage to the Owner resulting from the termination or the General Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The General Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

26.3.4 If liquidated damages are provided in the Contract and the Owner terminates the Contract, the General Contractor shall be liable for such liquidated damages, as provided for in Article 29.2 and 29.3 below, until Substantial Completion and Final Completion of the Work are achieved.

26.3.5 In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the General Contractor. The rights and remedies of the Owner under this Article are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the General Contractor by the Owner will not release the General Contractor from liability.

26.3.6 In the event the Contract is terminated under this Article, and it is determined for any reason that the General Contractor was not in default under the provisions of this Article, the termination shall be deemed a Termination for Convenience of the Owner pursuant to Article 24 and the rights and obligations of the parties shall be determined in accordance with Article 24.

ARTICLE 27 - SUSPENSION OF WORK

27.1 The Owner or the Consultant may, at any time and without cause, order the General Contractor in writing or cause the General Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience. Adjustment may be made for any increase in the Contract time necessarily caused by such suspension or delay, in accordance with Article 21.

ARTICLE 28 - TIME OF COMPLETION

28.1 The General Contractor shall begin the Work on the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The end of the Contract Time shall be the date specified on the approved certificate of Substantial Completion. The time for completion set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

28.2 Substantial Completion is defined in Article 1.1.17 of these General Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use shall remain for Final Completion. The ability to occupy or utilize shall include regulatory authority approval unless regulatory approval is delayed due to actions of the Owner or the Consultant. When the Owner accepts and occupies a portion of the Project, the operation, maintenance, utilities, and insurance of that portion of the Project becomes the responsibility of the Owner.

28.3 The date of Substantial Completion shall be that date certified by the Owner, in accordance with the following procedures, that the Work is sufficiently complete to occupy or utilize as defined above.

28.3.1 When the General Contractor considers the entire Work is substantially complete as defined in Article 1.1.17 of these General Conditions, and is ready for its intended use, the General Contractor shall notify the Consultant in writing and request an inspection. The declaration and request shall be

accompanied by a list prepared by the General Contractor of those items of Work still to be completed or corrected. The failure of the General Contractor or Consultant to include any item or items, which are not completed or which need correction, on such list shall not alter the responsibility of the General Contractor to complete all Work in accordance with the Contract Documents.

28.3.2 The Consultant shall, within a reasonable time after receipt of notification from the General Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultant's review, the General Contractor shall submit all As-Built drawings, Notice of Termination, catalog data, complete operating and maintenance instructions, manufacturer specifications, certificates, warranties, written guarantees and related documents required by the contract. The Consultant shall review said documents for accuracy and compliance with the Contract Documents and incorporate them into complete operating instructions and deliver them to the Owner.

28.3.3 If the Consultant considers the Work substantially complete, the Consultant shall recommend that the Owner prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities between the Owner and General Contractor for security, maintenance, heat, utilities and insurance, if not otherwise provided for in the Contract Documents, and a tentative list of items to be completed or corrected, and shall fix the time within which the General Contractor shall complete the items listed therein. This time shall not exceed thirty (30) Calendar Days unless otherwise provided for in the Work Order. The Certificate of Substantial Completion shall be submitted to the Consultant and General Contractor for their written acceptance of the responsibilities assigned to them in the certificate. The Project shall not be deemed substantially complete until the certificate is issued. If, after making the inspection, the Consultant does not consider the Work substantially complete, the Consultant will notify the Owner and the General Contractor in writing, giving the reasons therefore.

28.4 Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner's personnel in the maintenance and operation of the new installations, the Contractor shall comply with the requirements of Article 8.7 of the Special Conditions. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owner's Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

28.4.1 The provisions of Article 30.11 notwithstanding, if the General Contractor meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to (5%) of the current Contract Amount.

28.4.2 In the event the General Contractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

28.5 Project Close Out. When the General Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the General Contractor shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the General Contractor that the Work is complete and

is ready for final inspection and acceptance, will promptly make such inspection and when the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will so notify the General Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the General Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the General Contractor including all architectural, engineering and inspection costs and expenses incurred by the Consultant and the Owner, and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

ARTICLE 29 - LIQUIDATED DAMAGES

29.1 The Owner and the General Contractor recognize and agree that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract plus any extensions that may be allowed. The parties further recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner should the Work not be completed on time. The Owner and the General Contractor agree on the amounts stated as liquidated damages in the Agreement. The Owner and General Contractor agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the General Contractor fail to satisfactorily complete the Work under Contract on or before the date stipulated for Substantial Completion, as adjusted by approved Change Orders, if any, the General Contractor will be required to pay liquidated damages to the Owner for each consecutive Calendar Day that the Owner is deprived of full use of the area beyond the date specified unless otherwise stipulated elsewhere by Owner. After the date for Substantial Completion has been certified by the Owner, the General Contractor shall cease to owe liquidated damages until the date established for Final Completion.

29.3 If Final Completion is not achieved by the date established for Final Completion, as adjusted by approved Change Orders, if any, liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all Work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will, in any degree, release the General Contractor from further obligations and liabilities to complete the entire Contract. Permitting the General Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

ARTICLE 30 - PAYMENT TO THE GENERAL CONTRACTOR

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The General Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Sub-contractors. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents, except the final payment, shall be submitted in whole dollar amounts. All payment applications from the General Contractor shall include line items for overhead, profit and general condition costs.

30.2 The Consultant shall, within ten (10) Business Days after receipt of each application for payment, certify approval of payment in writing to the Owner and present the application to the Owner, or return the application to the General Contractor indicating in writing its reasons for

refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the Consultant, will issue payment on or within thirty (30) Business Days from the date received from the Consultant. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

30.3 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at an off jobsite location agreed to in writing by the Owner that meets the manufacturer's requirements for the stored material and not-comingled with other material, the General Contractor shall furnish the following:

30.3.1 A list of the materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices.

30.3.2 Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

30.3.3 A letter from the Surety indicating that the Surety agrees to the arrangements and that payment to the General Contractor shall not relieve either the General Contractor or its Surety of their responsibility to complete the Work.

30.3.4 Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

30.3.5 Evidence that representatives of the Consultant have visited the General Contractor's place of storage and checked all items listed on the General Contractor's certificate. They shall certify, insofar as possible, that the items are in agreement with the Specifications and approve their incorporation into the Project.

30.4 The Owner will pay 80% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

30.5 The General Contractor's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the General Contractor's obligations reflected in prior applications for payment.

30.6 Each payment made to the General Contractor shall be on account of the total amount payable to the General Contractor and the General Contractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving General Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

30.7 Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractor's applications for payment and may be used by the Owner to

determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

30.8 Retainage – The Owner will retain ten percent (10%) of the General Contractor’s progress payments until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in Article 28.4.1 above, the Owner shall retain five percent (5%) of the total contract amount until Substantial Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term “in full compliance” shall mean 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents. Subsequent to the issuance of the Substantial Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner, the amount of retainage may then be reduced and a sufficient sum retained by Owner to assure completion of the remaining unfinished Work. Retainage reduction as provided for in this Article 30.8 is contingent upon the General Contractor and/or Sub-contractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents

30.8.1 In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:

30.8.1.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

30.8.1.2 Action required by the Owner to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

30.8.1.3 Failure of the General Contractor to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the General Contractor to make payment properly to Sub-contractors; suppliers of material, services or labor; or to reimburse the University for utilities or other services as provided for in the Contract;

30.8.1.5 Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

30.8.2 When the Owner is satisfied that the General Contractor has remedied any such deficiency, payments shall be made of the amount being withheld on the next scheduled application for payment.

30.9 Final Payment – When all Work is completed and acceptable and the Contract is fully performed, the General Contractor will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the General Contractor of all required documents and releases, all retained amounts shall be paid to the General Contractor as part of the Final Payment. By accepting such payment, the General Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the General Contractor, or any vendors or material suppliers, have been paid or will be paid from the

proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

30.10 The General Contractor shall promptly pay each Sub-contractor and material supplier upon receipt of payment from the Owner the amount to which said Sub-contractor and supplier is entitled, reflecting the percentage actually retained from payments to the General Contractor on account of such Sub-contractor's work. The General Contractor shall, by an appropriate Agreement with each Sub-contractor and material supplier, require each Sub-contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

30.10.1 The Consultant may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the General Contractor and the action thereon by the Consultant.

30.10.2 Neither the Owner nor the Consultant shall have any obligation to make payment to any Sub-contractor or material supplier except as may otherwise be required by law.

ARTICLE 31 - AUDITS

31.1 The General Contractor's Trade Contractors', sub-contractors' and/or vendor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner's representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with General Contractor's employees, field and agency labor, Trade Contractors and vendors.

31.2 "Records" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents' reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other General Contractor or contractor records which may have a bearing on matters of interest to the Owner in connection with the General Contractor's dealings with the Owner (all foregoing hereinafter referred to as the "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- Compliance with Contract requirements for deliverables;
- Compliance with approved plans and specifications;
- Compliance with Owner's business ethics expectations;
- Compliance with Contract provisions regarding the pricing of change orders;
- Accuracy of General Contractor representations regarding pricing of invoices; and
- Accuracy of General Contractor representations related to claims submitted by the General Contractor or its payees.

31.3 The General Contractor shall require all payees (examples of payees include Trade Contractors, Sub-contractors, vendors, and/or material suppliers) to comply with the provisions of this Article by including the requirements hereof in a written contract agreement between the General Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The General Contractor will cooperate fully and will cause all related parties and all of the General Contractor's Trade Contractors and/or subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.

31.4 Owner's authorized representative or designee shall have reasonable access to the General Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall provide adequate and appropriate work space in order to conduct audits in compliance with this Article. The General Contractor and its payees agree bear their costs and expenses relating to any inspections and audits.

31.5 If an audit inspection or examination in accordance with this Article discovers any fraud or misrepresentation, or discloses overpricing or overcharges (of any nature) by the General Contractor to the Owner, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the General Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the General Contractor's invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner's findings to the General Contractor.

31.6 The provisions of Articles 31.1, 31.2 and 31.5 notwithstanding, the Owner shall have the right to conduct inspections and audits of any matter relating to the Contract Documents or the Work, which shall be for the Owner's sole benefit and shall not relieve the General Contractor, its sureties, contractors, subcontractors suppliers and their respective employees and agents of any obligations under the Contract Documents.

31.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the General Contractor, its sureties, contractors, subcontractors, vendors and their respective employees and agents

ARTICLE 32- PROGRESS & SCHEDULING

32.1 The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted in other versions of Primavera scheduling software (Primavera Contractor saved in .xer format, Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions.

3.2 The schedules submitted for this Project shall coordinate Work in accordance with all schedules included in the Owner's approved Program. Construction work shall be scheduled and executed such that operations of the University are given first priority. This applies particularly to outages and restriction of access.

32.2.1 The schedules submitted for this Project shall not exceed time limits established for the Project. Schedules which reflect a duration less than the Contract Time are for the convenience of the General Contractor and shall not be the basis of any claim for delay or extension of time.

32.2.2 Schedules shall be revised at appropriate intervals as required by the condition of the Work and the Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

32.2.3 The General Contractor shall also submit a payment schedule indicating the percentage of the Contract Amount and the amount of the anticipated monthly payments that will be requested as the Project proceeds.

32.2.4 The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the General Contractor.

32.3 The General Contractor shall prepare and keep current, for the Consultant's approval, a separate schedule of submittals coordinated with the General Contractor's CPM construction schedule that provides reasonable time for the Consultant to review the submittals.

32.4 The General Contractor shall cause the work to be performed pursuant to the most recent schedules.

ARTICLE 33 - USE OF COMPLETED PORTIONS

33.1 Upon mutual Agreement between the Owner, General Contractor, and Consultant, the Owner may use a completed portion of the Project after an inspection is made. Such possession and use shall not be deemed as acceptance of any Work not completed in accordance with the Contract Documents, nor shall such possession and use be considered to alter warranty obligations or cause any warranty period to commence prior to Substantial Completion.

ARTICLE 34 - INDEMNIFICATION

34.1 To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the General Contractor, any Sub-contractor or material supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner, its consultants, and their respective employees and agents would otherwise have.

34.2 The General Contractor shall also indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from any claims relating to the Project brought against the Owner, its consultants, and their respective employees and agents by any Sub-contractor unless such claims are due to the gross negligence or misconduct of the Owner or Consultant.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the General Contractor, any Sub-contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the General Contractor or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the General Contractor under this Article shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 35 - INSURANCE

35.1 The General Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies. Any endorsements required to validate such waiver of subrogation shall be obtained by the General Contractor at the General Contractor's expense.

35.2 The General Contractor shall not commence, nor allow any Sub-contractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.

35.3 Workers' Compensation and Employers' Liability Insurance. The General Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance as defined in the Special Conditions for all employees who will be working at the Project site. In the event any Work is sublet, the General Contractor shall require any Sub-contractor to provide proof of this insurance for the Sub-contractors' employees, unless such employees are covered by insurance provided by the General Contractor.

35.4. The General Contractor shall either require each Sub-contractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Sub-contractors under a blanket form as described below:

35.4.1 Commercial General Liability Insurance. The General Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work. Policies which contain Absolute Pollution Exclusion endorsements are not acceptable. Coverage must include pollution from "hostile fires". Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverages shall be added by endorsement. If the work involved requires the use of helicopters, a separate aviation liability policy as defined in the Special Conditions will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits as defined in the Special Conditions will be required.

35.4.1.1 The limits of liability shall not be less than defined in the Special Conditions.

35.4.2 Comprehensive Automobile Liability Insurance. The General Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than defined in the Special Conditions.

35.4.3 Excess or Umbrella Liability Insurance. The General Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form commercial general liability insurance, business automobile liability insurance and employers' liability insurance. This policy shall have a minimum as defined in the Special Conditions for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

35.5 Builders Risk Insurance. The General Contractor shall purchase and maintain an "all risk" Builder's Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, General Contractor, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. General Contractor's work performed, and materials to be incorporated into the project and stored on the jobsite, will be covered. Builder's Risk does not include temporary buildings, or General Contractor or General Contractor's tools, equipment, or trailers and contents.

35.6 Insurance Agent and Company Insurance as required in the bidding process of the Project shall be written according to applicable state law in Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS: 304.1-100 and -.110.

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

36.1 The General Contractor shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The General Contractor shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the General Contractor or its Sub-contractors for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

36.2 Each bond furnished by the General Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Amount is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amounts.

36.3 The performance and payment bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed resident agent.

ARTICLE 37 - DAMAGED FACILITIES

37.1 The General Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own

forces, Sub-contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

37.2 Water damage to the interior of any building caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own forces, Sub-contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the General Contractor at the General Contractor's expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the General Contractor at the General Contractor's expense.

37.3 For existing buildings, the General Contractor, along with the Owner's Representative and Consultant, will tour the Project site to evaluate existing conditions and determine any existing damage before any Work on this Contract is done.

37.4 Should the General Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the Work/repairs completed and deduct the cost of such Work/repairs from amounts due or to become due to the General Contractor. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

ARTICLE 38- CLAIMS & DISPUTE RESOLUTION

38.1 All General Contractor's claims and disputes shall be referred to the Consultant for review and recommendation. All claims shall be made in writing to the Consultant and Owner, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the General Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final Payment shall be waived. The Consultant shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of a claim or dispute.

38.1.1 The provisions of Article 43.2 notwithstanding, claims and disputes between the General Contractor and any Sub-contractor or supplier shall not be referred to the Consultant except to request interpretation and/or clarification of the intent of the plans or specifications. Such claims and disputes between the General Contractor and any Sub-contractor shall be resolved between those parties as required by Article 43.4 of these General Conditions.

38.2 The Consultant's decision shall be final and binding on the General Contractor unless the General Contractor submits to the Consultant and the Project Manager a written notice of appeal within fifteen (15) Calendar Days of the Consultant's decision. The General Contractor must present within fifteen (15) Calendar Days of the notice to appeal a narrative claim in writing with complete supporting documentation. After receiving the written claim, the Project Manager will review the materials relating to the claim and may meet with the Consultant and/or the General Contractor to discuss the merits of the claim. The Project Manager will render a decision within thirty (30) Calendar Days after receiving the written claim and supporting documentation. The decision of the Project Manager shall be final and binding pending further appeal as provided for in Article 39. If the Consultant or the Project Manager do not issue a written decision within thirty (30) calendar days after receiving the claim and supporting documentation, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

38.3 If the Project Manager does not agree with the Consultant's decision on a claim by the General Contractor, the Project Manager shall notify the General Contractor and the Consultant and direct the General Contractor to perform the Work about which the claim was made and the General Contractor shall proceed with such Work in accordance with the Project Manager's instruction. If the General Contractor disagrees with a decision of the Project Manager concerning a General Contractor's claim, the General Contractor shall proceed with the Work as indicated by the Project Manager's decision.

38.4 The General Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute, and the Owner shall continue to pay for undisputed work in place.

ARTICLE 39 - CLAIMS FOR DAMAGE

39.1 Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or other controversy arising under the Contract, such claim or controversy shall be made in writing to the other party within thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of the Capital Project Management Division at the University of Kentucky ("Director") or his designee for the University of Kentucky. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the claim or controversy with the General Contractor. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the General Contractor. The decision rendered shall be final and conclusive unless the General Contractor files suit pursuant to KRS 45A.245. If the Director, or designee, does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

39.2 Any legal action on the Contract shall be brought in the Franklin Circuit Court and shall be tried by the Court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner. The Owner shall recover from the General Contractor all attorney's fees, costs and expenses incurred to the extent the Owner prevails in defending or prosecuting each claim in litigation of disputes under the Contract. The Owner is the prevailing party under this provision and is entitled to recover attorneys' fees, costs and expenses on a claim-by-claim basis to the extent the Owner successfully defeats or prosecutes each claim. A recovery of a net judgment by the General Contractor shall not be determinative of the Owner's right to recover attorneys' fees, expenses and costs. Rather, such a determination shall be made based on the extent that the Owner successfully defends or prosecutes each distinct claim in litigation under the Contract, even if the Owner does not prevail on every claim. The General Contractor shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

ARTICLE 40 - LIENS

40.1 The filing and perfection of liens for labor, materials, supplies, and rental equipment supplied on the Work are governed by KRS 376.195 et seq.

40.2 Statements of lien shall be filed with the Fayette County Clerk and any action to enforce the same must be instituted in the Fayette Circuit Court, pursuant to KRS 376.250 (2).

40.3 The lien shall attach only to any unpaid balance due the General Contractor for the improvement from the time a copy of statement of lien, attested by the Fayette County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

ARTICLE 41 - ASSIGNMENT

41.1 Neither party to the Contract shall assign the Contract, or any portion thereof without the prior written consent of the other, which consent may be granted or withheld in the granting party's sole and absolute discretion. The General Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the General Contractor has the prior written approval of the Owner (which approval may be granted or withheld in the Owner's sole and absolute discretion) and the Surety on the General Contractor's bond has given written consent to any such assignment.

ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by University personnel, such contracts shall be assignable to the General Contractor and shall contain the same terms and conditions as the contracts between the General Contractor and the Sub-contractors. The General Contractor will be entitled to a maximum of 7% total fee on the value of such assigned contracts. The General Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Consultant may direct.

42.2 Should the General Contractor cause damage to any separate contractor on the Work, and the separate contractor sues the Owner on account of any damage alleged to have been so sustained, the General Contractor shall be responsible for all costs, attorney's fees and expenses incurred by the Owner for defending such proceedings unless the Owner prevails on behalf of the General Contractor in which case fees and expenses will be the responsibility of the separate contractor and if any judgment against the Owner arises therefrom, the General Contractor shall pay or satisfy it and shall pay all costs, attorney's fees and expenses incurred by the Owner.

42.3 If any part of the General Contractor's Work depends upon the work of any other separate contractor, the General Contractor shall promptly report to the Consultant any observed defects in such work that render it unsuitable for proper execution connection. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to defects which may develop in the other contractor's work after the execution of the work.

42.4 Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.

ARTICLE 43 - GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

43.1 The General Contractor is fully responsible to the Owner for the acts and omissions of the Sub-contractors and of persons either directly or indirectly employed by them. The General Contractor is responsible for the acts and omissions of persons employed directly by the General Contractor and for the coordination of the Work, including placement and fittings of the various

component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Sub-contractors, will be paid by the Owner.

43.2 Except as otherwise provided in these Contract Documents, the General Contractor agrees to bind every Sub-contractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the General Contractor shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The General Contractor shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The General Contractor shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Sub-contractor, Trade Contractor or Supplier, nor shall the General Contractor include any language in their contracts with any Sub-contractor, Trade Contractor and/or Supplier that might imply such a relationship. The General Contractor is hereby notified that it is the General Contractor's contractual obligation to settle disputes between Sub-contractors, Trade Contractors, and/or Suppliers. Neither the Owner nor the Consultant will settle disputes between the General Contractor and any Sub-contractor, Trade Contractor, and/or Supplier or between Sub-contractors, Trade Contractors, and/or Suppliers.

43.4.1 The Owner does not waive sovereign immunity under KRS 45A.245(1) for any claim or claims made by parties not having a written contract with the University of Kentucky.

43.4.2 Third party and/or flow-through type claims, from Sub-contractors and/or suppliers or any other entity not having a written contract directly with the University, are specifically prohibited by this Contract and no provision of the General Contractor's contracts with such entities shall indicate otherwise.

43.4.3 The General Contractor shall indemnify and hold harmless the Owner and its agents and employees from any claims relating to the Project brought against the Owner by any of the General Contractor's Sub-contractors or suppliers, or between their sub-contractors or suppliers.

ARTICLE 44 - CASH ALLOWANCE

44.1 The General Contractor is to provide or require the Sub-contractor(s) to include in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable material items and only with the prior written approval of the Owner.

ARTICLE 45 - PROJECT SITE LIMITS

45.1 The General Contractor shall confine the apparatus, the storage of materials, and the operations of Workmen to Project site limits indicated in the Contract Documents and as permitted by law, ordinances, and permits, and shall not unreasonably encumber the site with materials and equipment.

ARTICLE 46 - CLEAN UP

46.1 The General Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit

doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

46.2 At the completion of the Work, and prior to final inspection and acceptance, the General Contractor shall remove all remaining waste materials, rubbish, General Contractor's construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the General Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the General Contractor.

ARTICLE 47 - POINTS OF REFERENCE

47.1 The General Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the General Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance.

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

48.1 Reference to or the listing of items to be incorporated in the construction without referring to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall be interpreted as establishing the general intent of the Contract and the general standard of quality for that item.

48.2 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, with the words "or equal", shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.

48.2.1 Substitution of other equipment and materials as "or equal" to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Contractor has the burden to prove equality of any substitution requested.

48.3 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words "or equal", shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

48.3.1 In the event the Contract Documents contain specific reference to two (2) or more items as described in Article 48.3, any of those listed will be acceptable.

48.4 Substitution of equipment and materials previously submitted by the Contractor and approved by the Consultant will be considered only for the following reasons:

48.4.1 Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

48.5 In substituting materials or equipment, the Contractor assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite consultant approval, and all costs associated with the substitution shall be the responsibility of the Contractor. The Consultant shall be reimbursed by the Contractor for any architectural or engineering revisions required as the result of such substitutions.

48.6 Inclusion of a certain make or type of materials or equipment in the Contractor's bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the Contract Documents and any such substitutions in the preparation of the bid without written approval shall be at the sole risk of the Contractor.

ARTICLE 49 - TEST AND INSPECTION

49.1 Regulatory agencies of the government having jurisdiction may require any Work to be inspected, tested or approved. The General Contractor shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the Consultant the required certificates of inspection, testing or approval.

49.2 The General Contractor shall give the Consultant timely notice of readiness of the Work for all inspections, tests or approvals.

49.3 The technical specifications may indicate specific testing requirements to be performed by the General Contractor. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the General Contractor. Testing shall be completed using a testing facility or laboratory approved by the Owner.

49.4 The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the General Contractor.

ARTICLE 50 - WARRANTY

50.1 The General Contractor warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Owner, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the General Contractor requests approval of a substitution of material or equipment, the General Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The General Contractor explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the General Contractor shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the General Contractor is entitled from manufacturers, suppliers, and Sub-contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the General Contractor to replace defective material and equipment and re-execute defective Work which

is disclosed to the General Contractor by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one (1) year from Substantial Completion as provided for by law or by the Contract Documents.

50.2 Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the General Contractor or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The General Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at the General Contractor's own expense. The General Contractor shall be liable for correction of all damage resulting from defective Work. If the General Contractor fails to remedy any defects or damage, the Owner may correct Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable from the General Contractor or the surety. The Owner will give notice of observed defects with reasonable promptness.

50.3 The General Contractor shall guarantee that labor, material, and equipment will be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract pursuant to Article 23 in addition to warranty obligations which extend beyond one year from Substantial Completion. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this warranty.

50.4 Should the General Contractor be required to perform tests that must be delayed due to climate conditions, it is understood that such tests will be accomplished by the General Contractor at the earliest possible date with provisions of the general warranty beginning upon satisfactory completion of said test. The responsibility of the General Contractor under this Article will not be abrogated if the Owner should elect to initiate final payment. If the Owner initiates final payment, consent of General Contractor's surety acknowledging that Work not yet tested is required. The General Contractor shall warrant that the entire Project will conform to the Contract Documents.

50.5 In addition to the foregoing, the General Contractor shall warrant for a period of one (1) year that all buildings and other improvements constructed as a part of the Work shall be watertight and leak proof at every point and in every area. The General Contractor shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the General Contractor's expense, (a) do any work to be necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, fences and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The General Contractor shall address and resolve to the Owner's satisfaction any warranty claims made by or on behalf of the Owner during the above described warranty period and all repairs and replacements made by the General Contractor pursuant to this Article 50 shall be warranted by the General Contractor, on the terms set forth in this Article 50, for a period of time commencing upon the completion of such repairs and replacements and ending on the later of (a) the expiration of the one (1) year warranty period provided for above or (b) six (6) months after the date such repair or replacement is completed.

50.7 All costs, attorney's fees and expenses incurred by the Owner as a result of the General Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the General Contractor.

ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/2017)

ARTICLE 52 - APPRENTICES

52.1 Apprentices (for all classifications of work) shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship and Training, United States Department of Labor.

ARTICLE 53 - GOVERNING LAW

53.1 This Contract and all issues and disputes arising out of this Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the General Contractor agrees as follows:

54.1.1 The General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The General Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability in employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The General Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

54.1.2 The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability in employment.

54.1.3 The General Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the General Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

54.2 Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

55.1 The General Contractor and any Sub-contractor is exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Opportunity Act of 1978, KRS 45.550 to KRS 45.640 "The Act", if any of the following conditions are applicable:

55.1.1 The sub-contract awarded is in the amount of two hundred and fifty thousand dollars (\$250,000.00) or less, and the amount of the sub-contract is not a subterfuge to avoid compliance with the provisions of the Act;

55.1.2 The General Contractor or Sub-contractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The General Contractor or Sub-contractor employs only family members or relatives;

55.1.4 The General Contractor or Sub-contractor employs only persons having a direct ownership interest in the business and such interest is not a subterfuge to avoid compliance with the provisions of The Act.

55.2 The General Contractor and any Sub-contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire DBE's from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the General Contractor or Sub-contractor have collective bargaining agreements be unwilling to provide sufficient DBE's to satisfy the agreed upon goals and timetables, the General Contractor and Sub-contractors shall hire DBE's from other sources within the drawing area.

Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disabled Veterans and Disabled make up Diverse Business Enterprises (DBE)

55.2.2 The equal employment provisions of The Act may be met in part by the General Contractor contracting to a Diverse Business Enterprise (DBE) contractor or Sub-contractor.

55.2.3 Each General Contractor shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to its employment practices and Work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the General Contractor is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such General Contractor ineligible to submit proposals on further contracts until such time as the General Contractor complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, no General Contractor shall be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
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ARTICLE 01 GENERAL INFORMATION

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

1.4 Except as otherwise provided, where these Contract Documents obligate the General Contractor to certain responsibilities or require the General Contractor to perform certain actions, the General Contractor may require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the General Contractor of its obligation to the University under this contract.

ARTICLE 02 FIELD CONDITIONS

2.1 Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposals or on the execution of the Work and shall address these issues in the preparation of their bid. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal, and no adjustment to the General Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

ARTICLE 03 OWNER'S PROJECT MANAGER

3.1 The Owner's Project Manager during construction shall be Dr. Carrie Knott.

ARTICLE 04 CONSULTANT (Not Used)

ARTICLE 05 GEOTECHNICAL REPORT (Not used)

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be One Hundred Twenty (120) consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be Thirty (30) consecutive calendar days thereafter. Delays due to weather shall be discussed with the Owner's Project Manager at the time of delay. Additional days for contract completion may be requested in writing from the Owner to cover weather delays (1 weather delay day = 1 additional contract day).

ARTICLE 07 LIQUIDATED DAMAGES (Not Used)

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS (Not Used)

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful General Contractor will receive 2 sets of plans and specifications. General Contractor will be required to pay for cost of duplication for all sets required over and above this amount. Payments for Plans, Specifications and Official Contract Documents must be made to Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com/> or Phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

9.2 The University will provide two (2) sets of the 'Official Contract Documents' to the successful General Contractor. One set is to be for his office and the other set is for the jobsite.

9.3 All drawings, specifications and copies, thereof, prepared by the University of Kentucky and their representatives, are the property of the University of Kentucky. They are not to be used on other Work.

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: review of each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of Work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 Contractor shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting required work and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Owner's Project Manager
- (2) Contractor.
- (3) Subcontractors.
- (4) Others requested to attend.

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by UK PM.

ARTICLE 11 CONSTRUCTION SCHEDULE (Not Used)

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the General Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment, as needed. It is the responsibility of the General Contractor to schedule the walk-through with the Owner's Project Manager and other interested parties.

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE (Not Used)

ARTICLE 14 FIELD OFFICE (Not Used)

ARTICLE 15 TELEPHONE SERVICE

15.1 Contractor shall have cellular phone communication on the job site at all times. Telephone service during the length of construction shall be paid for by the Contractor.

ARTICLE 16 CONSTRUCTION FENCE (Not Used)

ARTICLE 17 PROJECT SIGN (Not Used)

ARTICLE 18 PARKING

18.1 Contractor Parking will be available within the project work available on site.

ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the Contractor shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

20.1 Rules of Measurement shall be established by UK or their representatives in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the General Contractor and be adjusted as before mentioned.

ARTICLE 21 ALLOWANCES (Not Used)

ARTICLE 22 SEQUENCE OF CONSTRUCTION

22.1 The Contractor shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing adjacent building(s) with the Owner's Project Manager prior to commencing that Work. The Contractor shall pay for and coordinate through the Owner's Project Manager all associated Work by utility companies including location for isolating and removing service, capping and final condition approved by respective utility provider

22.2 The Contractor shall coordinate construction activity to assure the safety of those who must cross by the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Contractor is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Project Manager.

22.3 The Contractor shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Contractor shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

22.4 Special effort shall be made by the Contractor to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 23 CRANE & MATERIAL HOIST OPERATIONS

23.1 Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian and vehicular traffic around operating area. When crane is operating or moving, flag men provided by Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Contractor's flag men shall coordinate these activities with the appropriate security personnel.

23.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours.

23.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Owner.

ARTICLE 24 UTILITIES

24.1 This Article modifies Article 8 of the General Conditions. The Owner will not be providing utilities for this Project. If needed, the Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations.

24.2 UTILITY OUTAGES

24.2.1 Interruption of Utilities and Services: No utilities or services if in operation may be interrupted without full consent and prior scheduling of the Owner. Owner approval is required in writing for each disruption

ARTICLE 25 CLEANING AND TRASH REMOVAL

25.1 The General Contractor shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

25.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times.

25.3 Upon completion of the Work, Contractor shall thoroughly clean and re-seed grass areas damaged by the demolition of buildings and facilities to match existing areas outside of the construction limits established with this project.

25.4 The General Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

25.5 Dumpsters will be provided and maintained by the General Contractor.

25.6 During handling and installation of Work at the Project site, the General Contractor shall clean and protect Work in progress and adjoining Work on a basis of continuing maintenance.

25.7 The Contractor shall be responsible for daily cleaning of spillage's and debris resulting from his and his Subcontractor's operations, and for providing closed, tight fitting waste receptacles to transport construction debris from the project site to recycling vendors or landfill. The use of University waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

25.8 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 26 BLASTING

26.1 There shall be no blasting under any conditions on University of Kentucky property unless specified in these Special Conditions.

ARTICLE 27 CUTTING AND PATCHING (Not Used)

ARTICLE 28 UNRELATED PROJECTS (Not Used)

ARTICLE 29 OWNER SUPPLIED MATERIALS (Not Used)

ARTICLE 30 REMOVED ITEMS (Not Used)

ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

31.1 Contractor is responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to placing temporary enclosures.

ARTICLE 32 UK COMMUNICATIONS (Not Used)

ARTICLE 33 EMERGENCY VEHICLE ACCESS (Not Used)

ARTICLE 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES (Not Used)

ARTICLE 35 SURVEYS, RECORDS, and REPORTS

35.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The Contractor shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. Contractor shall advise trade contractors performing Work of marked lines and levels provided for their use in layout of Work.

ARTICLE 36 TOBACCO PRODUCTS PROHIBITED

36.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. "Property" for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: <http://www.uky.edu/TobaccoFree/files/map.pdf>.

For areas not located within Fayette County, Kentucky, smoking is prohibited in all owned, operated, leased, or controlled University buildings and structures, parking structures, enclosed bridges and walkways, and vehicles. Smoking is also prohibited outside buildings and structures within 20 feet of entrances, exits, air intakes, and windows, unless further restricted by division policy.

General Contractor employees violating this prohibition will be subject to dismissal from the Project.

For the full Administrative Regulation see University AR 6:5. <http://www.uky.edu/Regs/files/ar/ar6-5.pdf>

ARTICLE 37 ALTERNATES (Not Used)

ARTICLE 38 FIELD CONSTRUCTED MOCK-UPS (Not Used)

ARTICLE 39 PROJECT COORDINATION VIA COMPUTER

39.1 The General Contractor is required to have an active email account to facilitate coordination of the project during duration of project.

ARTICLE 40 HOT WORK PERMITS (Not Used)

ARTICLE 41 INSURANCE

41.1 Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 limits of liability for all employees who will be working at the Project site.

41.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$100,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$10,000,000 will be required.

41.2.1.1 The limits of liability shall not be less than \$1,000,000 each occurrence combined single limits for bodily injury and property damage.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than \$1,000,000 for combined single limits for bodily injury and property damage for each occurrence.

41.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

41.2.4 Workers' Compensation - Statutory Requirements (Kentucky)

A F F I D A V I T

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by the University of Kentucky on **Project# CCK-2677-23 Demolition – UKREC (Princeton).**
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of _____)

County of _____)

Subscribed and sworn to before me by _____ on this _____

day of _____, 2023.

My commission expires _____

Notary Public, State at Large

**UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

PAYMENT BOND

Bond Number: [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project# CCK-2677-23 Demolition – UKREC (Princeton) (the “Project”), with the contract price or amount of \$[AMOUNT].

WHEREAS, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the original contract price or amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
 - (b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

- (c) **Contract** means that certain agreement dated [DATE] for the construction of **Project# CCK-2677-23 Demolition – UKREC (Princeton) (the “Project”)**, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$[AMOUNT]. That amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.
8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of [DATE].

ATTEST:
WITNESSES:

PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:
WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

**UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and **[CONTRACTOR’S NAME]** (the “Principal”) have entered into a contract for the construction of **Project# CCK-2677-23 Demolition – UKREC (Princeton) (the “Project”)**, with the contract price or amount of **\$[AMOUNT]**.

WHEREAS, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, **[SURETY’S NAME]** (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
 - (b) **Contract** means that certain agreement dated **[DATE]** for the construction of **Project# CCK-2677-23 Demolition – UKREC (Princeton) (the “Project”)**, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
 - (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$[AMOUNT]. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety's obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term thereof, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c) satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal's failure to do so; and (e) reimburses and repays the Owner all such expenses and outlay, without limitation, which the Owner may incur in making good any default. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of [DATE].

ATTEST:
WITNESSES:

PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:
WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

004539B01



DBE Participation Goals

PART 1 - GENERAL

- 1.1 The University of Kentucky requests all potential contractors to make a concerted effort to include Diverse Business Enterprises (DBE's) as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the University of Kentucky has established 10% of total procurement costs as a Goal for participation of Diverse Business Enterprises on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, 10% for DBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the University of Kentucky, the dollar amounts of all purchase orders submitted to DBE subcontractors and suppliers for work done or materials purchased for this contract.
- 2.2 Replacement of a DBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another DBE Firm; subject to approval by the University of Kentucky.
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - A. The University of Kentucky, Facilities Management Contractor/Supply chain Coordinator (859-257-3204)
 - B. Tri-State Minority Supplier Development Council in Louisville, KY (502-625-0135)
 - C. The Kentucky Cabinet for Economic Development, Small & Minority Business Division in Frankfort, KY (502-564-2064)
 - D. The Office of Equal Employment Opportunity, Contract Compliance Division in Frankfort, KY (502-564-2874)
- 2.4 The University of Kentucky will make every effort to notify interested DBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

004539B01**PART 3 - DEFINITIONS**

- 3.1 Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disable Veterans and Disabled make up Diverse Business Enterprises (DBE).

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for DBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "Identification of Diverse Business Enterprise Subcontractors and Material Suppliers". The Advertisement for Bid includes a section entitled "Diverse Business Enterprise Participation". The Determination of Responsibility includes a section entitled "Participation of Diverse Business Enterprise owned contractors and businesses". The applicable information must be completed and submitted as outlined.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 The prime contractor must provide the University of Kentucky with a "DBE percent of contract report" detailing subcontracting activity within 90 days of prime contract award. Projects containing multiple bid packs will update reports within 90 days of contract award throughout project duration. The report shall reflect the total dollar amount awarded to all DBE subcontractors (including suppliers) utilized under this contract.
- a. Prime Contractors will report the following items individually to satisfy reporting requirements
 - i. Project Name, UK Project Number, and UK CPMD Project Manager assigned to the project
 - ii. Total dollar value of the prime contract with the University of Kentucky
 - iii. Total dollar value of all contracts assigned to DBE firms
- 5.2 Bidders not reaching the Goal must submit both the "DBE percent of contract report" and a written statement documenting their Good Faith Effort to do so (If bid includes no DBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:

004539B01

- A. Advertisement by the bidder of DBE Contracting opportunities associated with this bid in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the DBE community in general circulation throughout the region
 - 4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) DBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by DBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential DBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of DBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.

004539B01

University of Kentucky – Capital Project Management
DBE Percent of Contract Report

1) Identification of Participating DBEs

Project Name / Number: _____

UK Project Manager: _____

Total Contract Value: _____

DBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1.		\$	%
2.		\$	%
3.		\$	%
4.		\$	%

The undersigned submits the above list of DBE firms to be used in accomplishing the work contained in this Bid.

Company: _____ By: _____

Date: _____ Title: _____

004539B01 DBE Participation Goals**Dated: 11/2020****Applies to: All Projects****University of Kentucky****Page 4 of 5**

Planning, Design and Construction Services – Contractor Handbook



Campus Physical Plant Division

Planning, Design and Construction Services (PDCS)



Contractor Handbook



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Purpose

The University of Kentucky (UK) recognizes that many hazards are inherent in construction and other contract work. Compliance with safety regulations can prevent virtually all serious injuries. This guide serves as notification of campus safety requirements to contractors, including subcontractors, who perform work at UK and any other facilities operated by the University. Contractors should not assume that this guide covers all applicable safety and health laws as it does not. Instead, it provides contractors with site specific safety, health and environmental rules and policies which the University expects will be followed on all University property. The rules, regulations and guidance contained herein represent program areas that have been problematic in the past or require special care and consideration due to the nature of the working environment at the University. Additionally, contractors are required to follow applicable federal, state, and local safety and health regulations.

General Note: No work should proceed without a Purchase Order or a Letter of Intent of Contract from UK Central Purchasing.

Noise

The contractor shall endeavor to keep the work area as quiet as possible when the work is in proximity to buildings with classrooms. If powder activated tools, screw guns, or other such devices must be used to accomplish the work, the contractor shall notify the UK – P, D & C Project Manager and advise him of the type of equipment to be used and the duration of the work. At times it will become necessary for the contractor to stop work immediately when advised by the UK – P, D & C Project Manager or UK Environmental Health and Safety that the work is adversely affecting classrooms activities.

GLOSSARY OF TERMS

ACRONYMS

ACM Asbestos-Containing Material—any material containing more than 1 percent asbestos

ANSI American National Standards Institute

ASTM American Society for Testing and Materials

EH&S UK Department of Environmental Health & Safety

EPA United States Environmental Protection Agency

FDA United States Food and Drug Administration

HASP Health and Safety Plan

MSDS Material Safety Data Sheet

NFPA National Fire Protection Association

NEC National Electrical Code (NFPA 70)

UK EHS - FM UK Office of Fire Marshall

OSHA Occupational Safety and Health Administration

NIOSH National Institutes of Occupational Safety and Health

PACM Presumed Asbestos-Containing Material

PCBs Polychlorinated biphenyls

PPE Personal Protective Equipment

PRCS Permit-Required Confined Space

UKPD UK Police Department

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Abatement

The UK - P, D & C Project Manager will request a survey to determine whether any asbestos or lead is present in any materials that are scheduled to be removed from the project prior to the issuance of the Notice to Proceed. The Contractor will refer to the contract to determine abatement responsibilities. The Contractor will contact the Project Manager if there are any questions. If the Contractor discovers an area that is stained and appears to be moldy (usually on drywall surfaces), The Contractor WILL NOT disturb the area and will contact the Project Manager or Construction Coordinator to schedule an assessment of the area by the UK Environmental Health and Safety Department. The Contractor is always responsible for the proper removal and disposal of any materials identified as contaminated if abatement is in their contract scope pursuant to State and Federal laws.

Access to Construction Sites

The PDCS Project Manager and Contractor will define who is authorized to enter the construction site. Except for emergencies, other personnel desiring access to a construction area must do the following:

1. Obtain approval to enter the construction premises from the Contractor's Superintendent, the PDCS Project Manager or emergency personnel.
2. Obey all safety regulations and posted sign requirements, wear appropriate Personal Protective Equipment (PPE) comparable to the PPE requirements for workers on the project, and follow special instructions.

Accident Reporting

In the event of any injury, incident, near miss or accident that involve any individual, equipment, property or bystander on or near the work, the contractor shall notify the PDCS Project Manager and Project Safety Coordinator immediately and follow up the verbal report with the Contractors First Report of Injury and/or the required PDCS Incident Reporting and Investigation form within twenty-four (24) hours of the event.

Alcohol, Drugs, and Other Prohibited Articles

The University of Kentucky Facilities Services and PDCS prohibit the possession, use, distribution, or sale of alcoholic beverages, intoxicants, drugs, or any drug related paraphernalia on the project premises, facilities, or any work places. The University of Kentucky is a Tobacco Free Campus – CAMPUS WIDE.

For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. "Property" for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries:

<http://www.uky.edu/TobaccoFree/files/map.pdf>.

General Contractor employees violating this prohibition will be subject to dismissal from the Project.

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Chemical Spills

In the event of a spill of environmentally damaging materials, immediate response is required. All construction personnel shall observe and follow the standard precautions for handling potentially hazardous materials as outlined on the Manufacturer's Material Safety Data Sheets (MSDS), including the use of proper personal protective equipment.

Emergency responders are available from Environmental Health and Safety (EHS) - Environmental Management and/or Radiation Safety when a biological, chemical, or radioactive spill occurs. Responders are also available for other hazardous incidents such as indoor air quality issues and drinking water concerns.

The University Environmental Health and Safety Department (Environmental Management) should be notified immediately in the event of:

1. Any spill that threatens to enter a storm sewer or watercourse.
2. All petroleum spills, e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
3. Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
4. Any discharge from the site which is suspected to be in violation of LFUGC Codes, Commonwealth of Kentucky regulations, or any other applicable laws and regulations, e.g. discharges which are cloudy, foul smelling, colored, contain chemicals, or heavy sediment loads.

Notification can be accomplished by calling UK Environmental Management at (859) 323-6280. After Hours and Weekends call (859) 257-8573 UKPD. Always call 911 for emergencies! (Have your name, number, location, and any other pertinent information available at the time of the call. It is important to inform the Safety Office and UKPD if anyone has been injured or if there has been any personal exposure to the hazardous material.

See UK Environmental Health and Safety's web site for additional information: <http://ehs.uky.edu/>

University of Kentucky Environmental Health & Safety 252 East Maxwell Street Lexington, KY 40506-0314

Phone: (859) 257-3845 Fax: (859) 257-8787

Cleanliness of Project Areas

The construction site, work areas, and all premises occupied by the Contractor and his subcontractors must be maintained in a clean, healthy, and sanitary condition. Work areas, passageways, and stairs in and around building and structures must be kept clear of debris and trip hazards. Construction materials must be stored in an orderly manner. Site storage areas and walkways shall be kept free of dangerous depressions, obstructions, and debris. Construction equipment shall be stored in an orderly manner in a pre-approved location. Good housekeeping on the job site is mandatory and all construction personnel must do their part to daily minimize dust and keep the work area safe and clean. The use of dust partitions, HEPA vacuums, negative pressure, when practical, and Walk-Off mats may be required to keep dirt, dust, smoke and/or fumes from being tracked or migrating into areas outside the workspace.

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The Contractor must protect all areas adjacent to the construction site from excess noise, dust, debris, trash or damage resulting from the construction work. The Contractor will be held responsible for the immediate cleanup of any adjacent areas should the work infringe into unauthorized areas of construction.

Commencement and Special Events Requirements

The PDCS Project Manager should discuss all special event and commencement activities with the Contractor during the Pre- Construction Meeting since these ceremonies can significantly impact the renovation project schedule. The Contractor should be prepared to move all vehicles, dumpsters, and fencing from the project area for college convocations and commencement ceremonies. Be prepared to stop working in buildings located near the special event or activity.

Conduct and Appearance

All Contractor employees and subcontractors must maintain appropriate appearance while working on campus. Proper dress for the job sites means no shorts, open toed shoes, sandals, tennis shoes, tank tops or tee shirts with prints or writing that could be deemed offensive to others.

All members of the contracting staff must maintain proper conduct in regard to personal actions and contact with students or staff members while on University property. Any employee of the contractor or subcontractor found engaging in improper conduct will be permanently removed from the campus.

Construction Plans and Specifications

A set of “approved for construction” plans and specifications, including addenda and approved Change Orders, must be maintained on the job site throughout construction. For exterior projects, the Contractor may keep the approved plans and specifications in his/her work vehicle close to the site or in a job box on site.

Construction Project Issues

Radios or portable stereos are not allowed on construction projects. Ear buds or headsets connected to a portable music device are discouraged. The Contractor shall discuss any potential noisy activity with the Construction Coordinator so that the work can be scheduled around classes, special events, and final exams.

Elevator cabs and floors must be protected if the Contractor intends to use them to transport materials into or out of the project. Contact the PDCS Project Manager if the elevator is to be used for this purpose.

When coring or drilling into a concrete floor, the Contractor should always check for reinforcing steel and electrical conduits preventing an unplanned electrical outage. If at any time energized electrical conduits cannot be identified, OSHA requires the coring operator to wear electrically rated and tested rubber gloves with leather protectors.

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Reminder: If the coring process creates dust, it is required that the Contractor request a smoke alarm outage. Smoke alarms are triggered when the dust rises! If using water to control dust during coring or saw cutting, it shall be contained and not allowed to run off or be dumped down sanitary or storm sewers.

The Contractor shall never operate gas powered equipment inside a building.

Contractor Reporting of Safe Work Practices

Each industry recognized shift that work is accomplished by the Prime Contractor, the prime will be responsible for having site observations of each trade accomplished by one of the following personnel in their employment: their Project Manager, Project Superintendent or Certified Safety Professional.

PDCS will provide a form for this purpose and the report must be submitted once a week for work accomplished the following week. Copies of the reports must be distributed via electronic mail to the PDCS Project Manager, UK Safety Coordinator and the Construction Services Manager for PDCS.

Each time the Contractor performs work that requires locking out any energized system (i.e. electrical plumbing, or mechanical), the contractor must take a date and time stamped photo of their Lock Out/Tag Out outage and submit these photos to the same PDCS personnel identified for weekly safety reports.

Contractor Training and Safety Requirements

Contractors are responsible for the safety of their workers, their subcontractors, job site visitors and for meeting all requirements of the contract.

The Contractor shall assure that all workers on the site are qualified and competent (as defined by OSHA) to perform the duties of the job as assigned.

The Contractor's Project Managers and Superintendents shall have completed the OSHA 30 hour training and submit evidence of the training to PDCS prior to the issuance of a Notice to Proceed

Coring and Saw Cutting Scans

Prior to any coring or saw cutting of any concrete or masonry surface, the area to be penetrated must be scanned with GPR (Ground Penetrating Radar) and all embeds shall be clearly marked unless other requirements are stated in the plans and specifications by the Engineer of Record.

Approval from PDCS is required prior to coring or saw cutting activities.

Emergency Phone Numbers

Emergency contact information must be posted at the project area in a conspicuous place.

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Equipment Add-Delete Modification Log

The Contractor must ensure that all major equipment that is added or deleted as part of the construction project is logged on an Equipment Add/Delete Log which will be provided by the PDCS Project Manager for the Contractor's use. The Contractor is required to update and maintain the Equipment Add/Delete Log with all required information throughout the construction project. The Contractor shall submit the "Equipment Add/Delete Modification Log" when the Substantial Completion inspection is requested.

Equipment Usage

Contractors shall:

- Ensure the safety of their equipment by implementing an equipment inspection scheme.
- Shall not use shop made or special tools and equipment unless supplied by a drawing that is stamped or signed by a Professional Engineer.
- Shall not use or alter tools and equipment beyond the manufacturer's recommendations unless approved by the manufacturer or a PE.

Erosion Control Measures (Exterior Projects)

Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including concrete spoils) should never be rinsed off at the site: instead, sediment must be cleaned in a manner that does not allow it to reach a storm drain. Equipment tires must be rinsed before leaving the site if necessary to avoid tracking sediment into the roadway or off the site. Silt fencing must be used per the approved plans or as EHS determines necessary to protect the site and the balance of the campus from runoff. Other methods of runoff protection such as tri-dikes and sand bags should be used to keep construction debris and silt from entering the storm drains.

Escalated Notice of Noncompliance

A defined process for the Escalation of Notice of Noncompliance will be implemented to ensure performance based compliance with safety provisions and to reduce the frequency of safety violations and accidents. PDCS expects that every effort will be made to resolve safety and contractual issues on-the-spot or in accordance with planning agreed to by the Project Manager.

Repeated safety or health violations will become a matter of record and will be part of the evaluation of the Contractor's bids on future awards.

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Extension Cords

Extension cords used with portable electric tools and appliances shall be UL rated, 12 AWG, heavy duty (S, SO, STO, SJ, SJO, SJTO) and of the three wire grounding type. The cords shall conform to the type and configuration required by OSHA standards. The cords shall be used with GFCI adapters or outlets.

Exterior Outlets

Do not plug any extension cords into exterior outlets where an electric cart is plugged in. These carts require a dedicated circuit and multiple outlet usage will risk damaging the electric gel battery.

Evacuation Plan / Fire Response

<http://ehs.uky.edu/fire/ukfire1.html>

It is imperative that contractors/vendors and University maintenance/construction personnel react immediately should a fire condition be discovered within the work area or should the fire alarm be activated outside the work area. The following are standard University procedures that are required and must be implemented. All contractors/vendors and University maintenance/construction employees are to be trained in these procedures. Directors of the Campus Physical Plant and the Medical Center Physical Plant are further referenced to the UNIVERSITY EMERGENCY RESPONSE PLAN (issued February 1994) that is to be implemented for fire emergencies.

❖ Person Discovering a Fire

- ACTIVATE THE FIRE ALARM. Without endangering yourself, rescue and/or assist anyone in immediate danger. Close the doors in the fire area.
- PROCEED TO A SAFE LOCATION AND CALL 911 to report the fire. Give the building's name, room number, and any special conditions.
- MEET THE EMERGENCY RESPONDERS (firemen/U.K. Police) and upon their arrival, advise them of the conditions as you know they exist.
- DO NOT RE-ENTER THE BUILDING unless requested by and accompanied by the firemen to the scene.

❖ When the Fire Alarm Sounds

- IMMEDIATELY EVACUATE the building. Treat all alarms as a real emergency. Close the door as you leave the room. Always use the exit stairs. Never use an elevator.
- FEEL THE DOOR. A "too hot to touch door" means the fire is outside the door.
- CRAWL should you get caught in smoke. If necessary, go to the window and signal for help.
- ASSIST A PHYSICALLY IMPAIRED PERSON TO THE CLOSEST EXIT STAIRWELL and advise emergency personnel of this condition.
- UPON EVACUATION, go to a safe location outside. If possible, account for everyone in your work group.
- NEVER RE-ENTER THE BUILDING until fire officials give the approval.
- REPORT anyone causing a false alarm to the emergency responding personnel

It is to be noted that the above procedures do not require an employee to use a fire extinguisher. Should an employee decide to use an extinguisher, she/he must be properly trained and must do so without endangering themselves or others. It is strongly emphasized that priority must be given to activating the fire alarm system before utilizing a fire extinguisher.

Fire Alarms

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Fire Alarms are a very sensitive item at UK. The Contractor shall speak with the Construction Coordinator at least 48 hours in advance to schedule the disabling of smoke detectors, fire alarm devices (audio/visual), or pull stations.

Demolition activities (including cutting, coring and sanding) will cause dust which can set off smoke detectors. It is never permissible to cover any smoke detector. Smoke detectors must be disabled by the UK – PPD Electronics personnel.

Only a licensed fire alarm contractor can perform work on UK fire alarm systems. This work would include removal of smoke detectors, fire alarm devices (audio/visual), and pull stations. The Contractor shall make sure that the fire alarm contractor is certified to work on the project fire alarm system. If the Contractor is unsure, he/she shall call the Construction Coordinator who will research this information.

The Contractor shall verify whether or not the fire alarm panel is under warranty. If it is under warranty, only the company who installed the system can perform any work on the system. All alarm panel warranties can be verified by the Construction Coordinator.

Fire Alarm System Acceptance

The Contractor must not take instructions directly from any stakeholder including UK personnel. Questions or concerns should be routed via RFI to the PDCS Project Manager and the Professional Service Provider of record.

When the Contractor has completed installation of the new devices or system, the Contractor must perform a pre-test. Pre-test requirements are as follows:

- Testing 100 % of the new installation and all new devices as well as 10% of all other devices on the same circuit
- Testing must be scheduled Monday through Friday early in the morning and prior to the start of classes. The Building Management must approve the dates and times of testing prior to initiating the pre-tests.
- All audible and visual devices inclusive in the installation must be individually tested and a log of each device must be maintained as proof that all individual components were tested.
- Prior to Final Testing: At least 72 hours prior to scheduling the final testing, the Contractor must submit to the Project Manager all As-Built progress drawings on a CD in Auto Cad format, system calculations, and all other documents required by the specifications.

Fire Sprinklers

Before any work is performed on fire sprinkler systems by a certified Sprinkler Contractor, the lines must be drained. The Contractor shall notify the PDCS Project Manager at least 2 weeks in advance to schedule the drain down of the fire sprinkler system. Before the fire sprinkler contractor starts work; the Contractor is required to call UK DELTA ROOM to notify of system shut down. The fire sprinkler contractor is required to contact the UK- Physical Plant Division plumbing staff on call once they have completed work so that the system can be filled.

During the time the fire sprinkler system is drained, one person is required to act as a full time fire watch with no other duties. This person must be on site full time while the system is drained.

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Gifts and Gratuities

<http://www.uky.edu/Legal/ethicscode.htm>

Please reference this link to the UK office of Legal Counsel for the requirements concerning UK's Ethical Principles and Code of Conduct requirements and restrictions for UK Staff and Personnel.

Hazard Notice

Asbestos, Lead, Biological, X-Ray, Laser, Mercury, Nuclear, Radiological, Physical and Hazardous Materials may be present at the job site. The Contractor shall work closely with PDCS to assure that proper preparation and surveys have been conducted prior to starting any demolition work. Environmental Health and Safety departments will notify PDCS staff (and post notices – if applicable) when laboratory spaces, etc. have been cleared for demolition and construction operations.

Hot Work and Authorization to Work

Hot Work is defined as any type of open flame welding, cutting, or soldering that takes place on a project. Smoke detectors must be disabled by UK – PPD Electronics personnel prior to the start of any hot work. Additionally, fire extinguishers, fire blankets and Fire Watch are required in the hot work area.

Permits to work in Confined Space, performing Hot Work, Lock Out/ Tag Out of energized systems or welding/cutting requires the Contractor to issue their work specific permit and to post it visibly on the project site.

These work tasks must be discussed prior to scheduling as part of the project weekly meeting to verify proper University of Kentucky approval has been secured through all applicable UK services and UK P, D&C Project Manager.

Permits must clearly note the Date, PDCS Project Number, Specific Location and Floor including applicable room numbers, Description of work being performed, the name of the person/company performing the work, and the signature of the Prime Contractor.

The permit must have a start date and time and an expiration date and time.

Identification and Badging of Workers

All job site personnel or visitors shall openly display photo identification or Contractor issued ID badge on the upper torso unless working activity would prohibit.

Injuries, Incidents, Equipment Damage

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In the event of all injuries, incidents, or accidents that involve any individual, equipment, property or bystander on or near the Work, the Contractor shall notify the PDCS Project Manager and the Safety Coordinator immediately and follow-up the verbal report with the written Contractors First Report of Injury and the PDCS required Incident Reporting and Investigation form within twenty-four (24) hours of the event.

Inspections and Testing

The Contractor shall schedule any inspections that are needed (architectural, plumbing, mechanical, electrical, or special systems) at least 7 working days prior to the inspection. Discussing inspections at construction progress meetings and noting inspections on the schedule can aid in obtaining timely inspections and tests.

Job Site Binder

For projects ranging from \$100,000 to \$600,000 - Safety related documentation for construction work shall be retained in a Job Site Binder. The Binder shall include and not be limited to the following documents:

- The Contractor Safety Manual & Site Safety Plan
- Excavation/Trenching Plans (if exterior work is performed)
- Incidental, Medium, Heavy and Critical Lift Plans (As required)
- Safety/Daily Inspection Logs (completed by Contractor)
- Contractor training records
- Project Roster, Contractor and Subcontractor Emergency Contact Information
- Material Safety Data Sheets

Large Vehicle Deliveries

The Contractor shall schedule any large vehicle deliveries (large equipment, cranes, concrete and concrete pump trucks, or large furniture deliveries) with the Construction Coordinator. The Construction Coordinator must inform UK Parking and Transportation Services (7) seven working days in advance of the delivery as these vehicles may adversely impact the normal operations on campus. The Contractor is urged to schedule project deliveries prior to 7:00 am whenever feasible to avoid student traffic.

Liability for Non Approved Work in Place (SUBMITTALS)

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The Contractor shall not commence with any work requiring a submittal until that submittal has been approved by PDCS Project Manager. The Contractor shall not substitute items unless they have submitted a request for substitution and that request has been approved by PDCS.

Locks and Keys (UK Key Shop)

The Contractor shall request all keys that will allow access to any rooms within the project area. This request shall be made to the PDCS Project Manager prior to the Notice to Proceed being issued. The Project Manager will complete a Key Request form which is submitted to UK Keys Shop. UK Key Shop will call the Contractor to pick up the keys usually within 72 hours.

<http://www.uky.edu/AuxServ/keyshop/index.html>

Some UK buildings will require special access (use of an access code or a special ID). The Contractor shall consult with the Project Manager to get this type of access prior to the Notice to Proceed.

Material Safety Data Sheets (MSDS)

All chemicals and hazardous substances, (e.g., fuels, solvents, adhesives, paints, caulks, etc.) used by the Contractor must have a Material Safety Data Sheet (MSDS) included in the submittals. The MSDS shall be used to assist in selection of PPE and emergency response protocols. Copies of the MSDS sheets shall be maintained at the job site in the Job Site Binder.

Observations / Inspections

Throughout all phases of construction, PDCS personnel assigned to oversee the work being performed by the Contractors and their subcontractors will monitor field activities on a regular basis to ensure that work is being conducted in a safe manner.

Observations by UK EHS and UK Fire Marshal may take place at any time to ensure compliance with applicable codes, standards, and regulations.

The PDCS Project Manager will formally notify the Contractor of any deficiencies and verify that appropriate corrections are made. A Nonconformance, Preventative, and Corrective Action reporting and tracking procedure will be implemented.

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Operations and Maintenance Manuals (O & M)

The University requires a minimum of 1 bound sets of final installation, training, operation, maintenance, and repair manuals to be turned over to the owners' representative and approved for content by the University prior to the acceptance of substantial completion.

Outages (Utility)

Outages must be scheduled in advance. UK requires at least 7 working days' notice (2 weeks for full building outages). The Contractor shall discuss any possible hot and cold water, gas, chilled water, electrical, fire system or other outage with the Construction Coordinator as soon as possible. For large scale outages that affect multiple parties, an outage coordination meeting shall be convened to discuss and physically address the outage and control points and requires a minimum of two weeks' (10 business days minimum) notice. Any Utility work requiring demolition of roads & sidewalks must also be scheduled by an outage request - See the Path of Egress & Traffic Control section below.

Parking

Parking on the UK Campus is always limited. The Construction Coordinator will submit a request to UK Parking & Transportation Services for the project during the bidding phase.

If parking/staging has been approved for the project, the Contractor shall erect a temporary fence / barrier to enclose the parking and dumpster spaces. Dumpsters and surrounding area within the gated enclosure must be maintained and cleaned at all times. Dumpsters shall be covered with a tarp at the end of each work day. The Contractor must display the parking permits provided by UK Parking and Transportation Services (PTS) on the dashboard of all company vehicles. UK PTS only recognizes original permits (not copies) as issued by their office. The Contractor must have the required project and safety signage on the fence (see project and safety signage section for requirements).

PDCS is not authorized to dismiss parking tickets. If the Contractor believes that he has received a citation in error, then the ticketed party may submit an appeal through UK Parking and Transportation.

<http://www.uky.edu/pts/>

Path of Egress & Traffic Control

The Contractor shall take necessary action to protect and maintain public use of sidewalks, building entrances, lobbies, corridors, aisles, doors, exits, and vehicular roadways unless deemed unfeasible based on the scope of the project. Closure or rerouting of ADA access shall be arranged 5 business days in advance by contacting the Construction Coordinator.

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The Contractor must alert and protect the public through the use of proper signage, barricades including sidewalk sheds, canopies, catch platforms, fences, guardrails, shields, etc., ensuring adequate protection as required by law and or per the approved construction plans.

There are three threshold considerations in planning for pedestrian safety in temporary traffic control zones on highways and streets:

- 1) Pedestrians should not be led into direct conflicts with work site vehicles, equipment, or operations.
- 2) Pedestrians should not be led into direct conflicts with mainline traffic moving through or around the work site.
- 3) Pedestrians should be provided with a safe, convenient travel path that replicates as nearly as possible the most desirable characteristics of sidewalks or footpaths.

Personal Protective Equipment (PPE) Requirements

It is the Contractor's responsibility to ensure protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, be provided, used, and maintained in a sanitary condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, biological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in function of any part of the body through absorption, inhalation, or physical contact to his or her employees.

PDCS requires the following PPE to be worn by all parties entering a construction site at all times: Hard hat (if overhead work is being performed or required per the contractors' safety program), appropriately tinted safety glasses (clear for indoors and tinted/or clear for outdoors) specifically for grinding or cutting where flying debris may be present, closed toe or steel toe safety shoes, appropriate clothing, and an identification badge. The Contractor is responsible for enforcing these requirements at all times.

The minimum requirements for parties entering a construction site are the following:

- Non Skid Safety shoes and/or Safety-toe shoes (ASTM F2412-2005 and F2413- 2005)
- Work shirt (long or short sleeve and work pants (long). Garments must be free of writing that could be construed as offensive or inappropriate.
- Other PPE requirements apply based on the Contractor's hazard assessment of the project and work areas. PPE requirements will be documented and posted at the job site using OSHA approved signs and symbols.

Pressure Washing

Discharges from pressure washing must not be allowed to enter a storm sewer. The Contractor may consider vacuuming up the water or containing the process water and allowing it to evaporate. If the rinsate only contains water, dirt or

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sediment, it may be spread on the ground with prior approval from PDCS as long as the rinsate will not enter the storm drain. The Contractor will discuss this issue with the Project Manager prior to scheduling pressure washing.

Pressure Testing

Pressure testing for water, sanitary, gas and air lines must have pre-authorization with the Engineer of Record; the PDCS Project Manager prior to scheduling.

Once authorized, the contractor shall put up signage as follows:

“TESTING IN PROGRESS ENTRY BY AUTHORIZED PERSONNEL ONLY”

Project and Safety Signage

All construction projects at UK shall include the following signage and tags as a minimum:

Project and safety signs shall be placed at each project entrance, in hallways/corridors, mechanical rooms, electrical rooms, fenced parking and storage areas that includes: the contractors company name/logo, building/project number, project description (include job site location (floor, room number, etc.), Contractor’s point of contact, after hours/emergency numbers, and UK Police Department emergency contact numbers. Interior project information signs shall be a minimum of 11” X 17”. Exterior project information signs shall be a minimum of 24” X 24” and of a waterproof material.

Company Name/Logo

Building/Project No: 807001XXXXXX

Project Description:

Start Date:

Finish Date:

Architect:

Contractor PM/Super.: XXX-XXX-XXXX

PDCS Contact No.: Name and phone # 859.257.XXXX

Emergency No.: UK Police Dept.: 859.257.XXXX

Emergency After Hours: 859.257.XXXX

In addition to the above, the following signage shall be posted along with other special notifications and PPE requirements that the Contractor has determined to be required from their OSHA required hazard analysis and PPE

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assessments. Note: All safety signs shall be OSHA approved formats and color schemes. To be posted at the entrances of the site and every 50 feet around the fenced perimeter. To be posted at the site entrance. To be posted any time personnel are working aloft and placed on barricades, ladders, doorways, etc., to provide notice to pedestrians.

Roof Safety

If roof operations are performed, it is required that a minimum of two (2) employees be within sight and hearing of each other. Employees who work within six (6) feet of the unprotected edge of a roof shall wear a safety harness and lifeline, or other OSHA approved fall protection system. This protection is not required if the roof has a permanent or portable railing system meeting OSHA height and strength requirements. When lifting or swinging heavy material over roofs, the area under the roof must be unoccupied or properly barricaded to prevent entrance by unauthorized persons. Safety for ground personnel shall include a barricaded hazard zone with men working above signage to keep students, staff, faculty, and patron's safe.

Safety Observations & Inspections

First and foremost, the contractor is responsible for their employees/Subcontractors/vendors etc. actions on site. However, The University reserves the right to order the contractor to stop work at any time the following conditions exist:

- The Contractor's personnel are working in a manner that poses an immediate danger to life or health of their employees or the campus population.
- Work is being conducted in a manner that is exposing non-contractor individuals to an unsafe situation.
- Environmental requirements or regulations are not being met.

Observations by UK EHS and Fire Marshal may take place at any time to ensure compliance with applicable codes, standards, and regulations.

The PDCS Project Manager or Safety Coordinator will formally notify the Contractor of any deficiencies and verify that appropriate corrections are made. A Nonconformance, Preventative, and Corrective Action reporting and tracking procedure will be implemented.

Safety Inspections: The OSHA standards require the Contractor to perform daily inspections of activities, equipment and the work site, to ensure that the Contractor and their subcontractor employees are:

- Working within identified controls and have effectively controlled immediate hazards; and,
- Are wearing appropriate PPE.

The Contractor will be required to submit the results of their daily inspections to the Project Manager each week via electronic mail.

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The Contractor's competent person shall conduct regular inspections of the work place and maintain a documented system certifying compliance with contractor defined safe work practices and their safety manual. For example, the scaffolding inspection entries section on contractor-supplied scaffold tags should include evidence of daily inspections and/or configuration change approvals. Other areas of inspection may include rigging inspections, fall protection equipment, Lock-out/Tag-out, confined space, permits-to-work, forklifts, heavy equipment, equipment and tools.

Contractors shall provide emergency response/egress planning; properly inspected first-aid kits, and assures that fire extinguishers are available for their work teams within the designated OSHA distances.

When hazards are identified and when immediate corrective action is not possible:

- The affected workers must be notified,
- Warning signs must be posted, and
- Interim control measures must be established to guard against the hazards.

All inspections, findings, and corrective measures must be documented and kept onsite for review. The Contractor shall be prepared to brief the number of inspections, findings, incidents, Job Briefings, etc. at progress meetings.

Sanitary Facilities

In most cases, there are sanitary facilities available for the Contractor's use. The Construction Coordinator will assist in identifying which facilities the Contractor will be allowed to use. This privilege will be revoked if the facilities are not left in a clean condition at all times.

Site Control

The Project Manager and Contractor will define who is authorized to enter the construction site. Other personnel desiring access to a construction area must do the following:

Except for emergencies, obtain approval to enter the construction premises from the Contractor's Superintendent, the PDCS Project Manager, Construction Coordinator or emergency personnel.

Obey all safety regulations and special instruction signs, and wear appropriate Personal Protective Equipment (PPE) comparable to the PPE requirements for workers on the project before entering the site.

Access to construction sites shall remain locked at all times unless workers are present. Locks shall not be rendered inoperable to prevent locking. The Construction Coordinator will provide a lock to be used in conjunction with the Contractor lock and chain that will allow UK personnel access into the construction area during an emergency.

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Security

Standard working hours are determined on a project by project basis. If there is any work conducted from 6 PM to 6 AM on a normal weekday or any time on a holiday or on a weekend, the Contractor must inform the Construction Coordinator 24 hours in advance of any afterhours work. The Construction Coordinator will inform the UK Police by sending them an After Hours Report. The Construction Coordinator must have contact information (name and phone number) and the hours of work 24 hours in advance for any afterhours work.

The Contractor shall make sure that all project workers secure their tools and that the project area is locked when no one is on site to avoid potential thefts. Any thefts should be reported to UKPD and the Construction Coordinator.

Some UK offices have “panic buttons” attached to furniture which are used to alert the UK Police Department of problem situations within the office. Contact the Construction Coordinator if an item needs to be removed that has a panic button.

Site Health and Safety Plan

If requested by the PDCS Project Manager, a Site Health and Safety Plan specific to the project shall be submitted 15 days prior to starting any work activity.

Storage & Use of Paint and Sealants

All flammable and combustible materials shall be stored, stacked, and handled with respect to their fire potential characteristics and potential environmental hazards. The Contractor shall check with the Construction Coordinator as many of these items are not authorized to be left on campus when not in immediate use. Many will require additional ventilation so read the MSDS completely prior to use on campus.

No volatile liquids are to be used for cleaning agents or as fuels for motorized equipment or tools within the building without coordination with the PDCS Project Manager and the written consent of Fire Marshal. Bulk storage of volatile liquids is not permitted within a building at any time. The Contractor may be required to implement HEPA and/or negative pressure systems to remove, Volatile Organic Compounds, smoke, fumes, dusts, etc., to prevent exposure to occupants.

Site Storm Water Requirements

Storm Water controls are mandatory if the project involves any exterior work. Concrete trucks are not allowed to wash out their chutes on site unless all of the water is collected and hauled off the jobsite. Painters are not allowed to wash drywall tools or paint brushes in UK sinks or landscape areas.

Absolutely no discharge of any construction related substance(s) will be allowed to flow into the sanitary or storm sewer system.

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Temporary Fire Protection

The Contractor shall review fire prevention and protection needs with the Construction and Safety Coordinators and establish procedures to be followed in the event of fire. The Contractor will instruct personnel in procedures and post warnings and information, maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes, prohibit smoking in hazardous areas, and provide supervision of welding operations, combustion type temporary heating units, and similar sources of ignition.

The Contractor shall be responsible for providing all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. This includes providing fire watch and fire extinguishers on the job site.

Unsafe Activities or Conditions

PDCS management has granted authority to its staff to stop an unsafe activity or condition and redirect the Contractor to work in a nonhazardous area until such time as the Contractor abates the hazard. Hazards must be abated as soon as possible after they have been identified. Imminent-hazard activities must be stopped and corrected immediately.

UK After Hours Work

Any work occurring after 6 PM and before 6 AM, Monday through Friday and anytime during weekends. (See Security Requirements)

UK Normal Work Hours

UK's normal working hours are 6 AM to 6 PM Monday through Friday.

UK CNS

Before the Contractor starts demolition activities on the project, he/she will consult with the Construction Coordinator about the removal of any telecommunication ports (usually a white or ivory receptacle), wireless antennas, projectors, or projection screens. The Contractor will not remove any of these items unless directed to do so by UK.

Usually UK CNS will be scheduled to remove these items.

Waste Disposal

All trash and debris must be contained on site and disposed of in a recycling bin or a waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain. Dumpsters and roll-offs shall be covered during rain events and during non-working hours. Petroleum wastes, such as paint thinner or oil based finishes, must be containerized for recycling or disposal by the Contractor. Never dispose of any type of liquid waste in a dumpster, storm or sanitary sewer

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Safety Observations Correct Behaviors List

Head

- Workers shall wear hard hats at all times on the job site if required by the Contractor's safety department

Eyes / Face

- Workers shall wear safety glasses with side shields where designated by signs, site specific or contract requirements.
- Double eye protection shall be worn when grinding, welding, buffing, needle scaling, using a wire wheel, coring, working with hydraulic tools or high pressure hydraulic systems, chop sawing handling chemicals as required by the MSDS.
- Workers shall wear safety glasses and goggles when handling sand bags or working with 3:1 - grit sand, pure sand bags, blowing sand or chemicals as required by MSDS.
- Burning goggles and appropriately tinted welding lenses shall be worn when cutting, burning or welding respectively.
- Welding curtains or shields shall be used to protect other workers and pedestrians.

Ears

- Hearing Protection shall be worn in designated areas.
- Hearing protection shall be worn when chipping, grinding, arc gouging, concrete ramming, operating loud equipment, or any time you cannot hear the normal voice an arm's length away from another person.

Hands

- Leather Gloves or welding gloves shall be worn when performing hot work.
- Leather Glove Protectors shall be worn over electrically rated rubber gloves.
- Leather work gloves shall be worn during demolition of concrete, tile, rubble, etc.
- Leather Gloves shall be worn during shoveling, sledge hammering, pick-axe work, rock bar work or handling wood.
- Puncture and cut resistant gloves shall be used when working with sheet metal, glass and potentially sharp edged materials.
- Vibration reducing gloves shall be worn while jack hammering.
- Chemical resistant gloves shall be worn as directed by the MSDS while exercising caution for compatibility with chemicals.

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- Tear away (Cotton) gloves with leather or protective palms shall be used when working with wire rope and wire rope slings or lifting operations where there is a risk of a glove hanging up on rigging.

Feet

- ANSI rated steel or composite toe footwear shall be worn any time there is a risk of crushing injury to the toes, heavy/bulky material handling, around forklift and heavy equipment usage.
- Closed toe non-skid hard sole safety shoes shall be worn any time there is a risk of cuts, punctures, scrapes, and uneven terrain.
- Leather safety footwear shall be worn any time around welding or cutting.
- Electrically rated overshoes or boots shall be worn any time energized electrical work is being performed while not using insulated grounding mats.
- Compatible rubber overshoes or boots shall be worn when working with bulk chemicals or chemical process areas. (Check MSDS).

Clothing

- Long Pants and short or long sleeve shirts shall be worn during normal working conditions.
- Long sleeve flame retardant shirts shall be worn when welding or cutting. No torn tattered clothing will be allowed when welding or cutting.
- When working around exposed belts pulleys, nip, run-in, pinch points or rotating equipment, shirt shall be tucked and there shall be no loose clothing. Long hair shall be tied back and placed up or under garment.
- Pants shall be over boots when performing welding or cutting.
- No Loose jewelry shall be worn when working.
- No jewelry or metal eyewear frames shall be worn when working around electrical hazards.
- Compatible clothing shall be worn when working with chemicals (See MSDS).
- When working around electrical hazards as a qualified person, fire retardant shirts and pants with cotton undergarments shall be worn.
- When performing electrical hot work or working within the approach distance and prohibited boundaries the posted arc flash protection shall be worn.

Harness

- Workers shall wear a full body harness with double lanyard (100% Tie-Off) when working at 6 feet or higher and not protected by guardrails.
- The lanyard shall be attached to an OSHA rated or equivalent anchor point.

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Respirator

- A respirator shall be worn as directed by the MSDS, when welding or cutting in an enclosed or poorly ventilated area, during spray painting, epoxy flooring, sand blasting, dry grinding/cutting concrete, during lead or asbestos abatement, while processing chemicals as indicated in the MSDS.
- A dust mask shall be worn as directed by the MSDS, worn when sanding, grinding, using consumable cutting disks, installing fiberglass insulation, during demolition work involving insulation dust, sheet rock, and silica, dry cutting tile concrete or stone, and chipping stone during masonry operations in well ventilated areas.

Safety Vest

- A Safety vest shall be worn any time within a traffic control zone or within 18 feet of a shoulder of a roadway or in the roadway.
- During any flagging operations whether in a traffic control zone or within a construction site.

Site Control

- Each construction site or any area affected by a construction site, e.g., Electrical, mechanical rooms, floors above and below the construction site where the construction site has migrated to, shall be secured from unauthorized entry any time that an employee or worker is not on site.
- Positive barriers shall be provided to keep unauthorized Workers out of the construction areas.

Traffic Control

- Traffic control shall follow the Federal / Kentucky manual of uniform traffic control.
- Pedestrian traffic control shall provide clear detour directions for redirection of pedestrian traffic and shall not redirect pedestrians into hazardous situations or roadways. These controls shall be positive and not allow pedestrians to enter traffic control zones.
- Advance notice shall be given for alteration of ADA routes and parking
- Alteration of fire and emergency egress routes require approval from the Fire Marshal.

Environmental

- Storm and sewer drains shall be protected with silt fencing and sand bags during construction activities.
- Silt fencing shall be provided at storm water run-off points for outdoor construction areas when top soil is disturbed or where there is a risk of contamination from leaking equipment.
- Dumpster and roll-off containers shall not leak fluids and shall be covered during rainy weather and at the end of the day or final shift.
- No discharge of any kind is allowed on UK or surrounding property.

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- Equipment wash down is not allowed and must be contained.
- Concrete wash down and spoils are not allowed at any time on campus.
- Pressure washing run-off shall be contained and removed.
- Excessive dust, odors, smoke or fumes may require HEPA filtration, local exhaust or negative pressure systems.

Signage

- The required project, safety signage and tags shall be implemented and displayed as specified.
- Signs shall be placed at all construction area entry points and areas affected by the construction project, i.e., electrical and mechanical rooms or floors above and below the construction site where the construction site has migrated. Portable signage may be used for mobile short duration construction activity.

Climbing

- Workers shall maintain three-point contact at all times when climbing up or down.
- Workers shall not jump from platforms, ladders or scaffold, etc.
- Workers shall not climb on moving parts at any time or unsecured structure without fall protection. The Contractor shall verify that the structure is load rated prior to climbing.

Ladders / Stairways

- All ladders must be on a scheduled inspection scheme and inspected prior to use.
- Wooden ladders are not allowed on UK projects.
- Extension ladders shall be tied off or secured to a structure prior to use when not held in place by another worker.
- Workers shall maintain three-point contact at all times when climbing up or down
- Workers shall face the ladder when ascending and descending the ladder.
- The belt buckle shall remain in the frame rails at all times.
- Workers shall not carry tools up or down a ladder and should use a helper or hand-line.
- Ladders used in pedestrian or vehicle traffic areas shall be coned off and barricaded with signs posted in blind areas/other side or doors warning of ladder usage in order to prevent worker from being knocked off or ladder being knocked over.
- Extension ladders shall be set at a 4:1 or 75 degree ladder angle.
- The proper ladder shall be used for the job.

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- Fall protection shall be used greater than 6 feet, if work cannot be performed while facing the ladder or working with buckle within the rails of the ladder.
- Workers shall keep one hand on the handrail when ascending or descending stairs.
- Stairways shall be kept unobstructed.

Walkways

- Walkways shall be designated and free from obstructions, slip and trip hazards. A Trip Hazard is a change in grade of $\frac{1}{2}$ " or greater.
- Workers shall walk in designated walkways.
- Extension cords shall cross walkway as few times as possible and shall have ramps, cord protectors or be taped down.
- Plywood, chip board and Masonite protectors shall be secured to prevent warping.
- Trip hazards that cannot be avoided shall be identified with brightly colored paints or flagging tapes.

Housekeeping

- Work areas shall be kept clean and orderly at all times.
- They shall be free from rags, soda cans/bottles, spent containers of mud, paint, caulk, wood, tile, rubble, cardboard, steel, etc. All construction debris shall be promptly removed daily.
- Stair wells and electrical rooms shall not be used for storage.

Scaffold

- Scaffolds shall be OSHA approved, inspected and tagged prior to use.
- Workers shall access scaffold by a designated ladder only.
- All Workers working from the scaffold shall have scaffold awareness training.

Tools

- Use the correct and proper tool for the job.
- GFCI's are required on all extension cords.
- Extension cords shall be 14 gauge heavy duty.
- All high pressure hoses with crow's feet shall be pinned with safety clips or tied with safety wire.
- Check valves and backflow preventers shall be installed on cutting rigs.
- Use tools and equipment in the manner they were designed.

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- Tools and equipment shall be on a scheduled inspection system and shall be kept in good working condition and inspected prior to use.
- No nicked or damaged insulation on extension and power cords or welding leads 10 ft. from electrode holder.
- No leaking equipment.
- No makeshift tools. All shop made tools shall be certified by a registered engineer.

Guarding

- Guards shall remain in place on all tools and equipment while in use.
- Guards shall remain in place and be used for all saws, grinders, belts, pulleys, etc.
- Exposed electrical circuits and energized electrical equipment shall be guarded and tagged to protect unqualified workers.
- All unprotected edges, hatchways, skylights, holes or troughs in floors shall be guarded.

Lock – Out / Tag-Out (LOTO)

- Lock- Out / Tag-Out procedures shall be followed for controlling hazardous sources of energy.
- Breakers rendered inoperable shall be tagged listing the breakers that are inoperable.
- Breakers that are to remain closed shall be tagged and listed as to not open the circuit.
- Electrical hazards shall be tagged as “Electrical Hazard”
- Electrical systems being tested shall be “tagged testing in progress”.

Hand Position

- Hands shall be positioned to stay out of hazard areas, pinch and crush points.
- Hands shall be placed to achieve the best leverage and avoid repetitive stress.
- Hand tools shall be used in an ergonomically neutral position.

Body Mechanics / Position

- Workers shall keep their body square their work and face it if possible, except for throwing electrical switches, adjusting pressure regulators or opening and closing valves, Worker shall stand to the side.
- Keep body parts out of pinch/crush zones.
- Workers shall stand free of the bight of cable, rope, tag lines and never wrap any part of their body in a rope.
- Workers shall stand free from the line of fire from winch lines, tugger lines, blocks, pressure releases or flying debris.

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- Workers shall alternate on strenuous activities with heavy equipment, i.e., jack hammering, etc.

Physical Lifting

- Plan your lift and have a clear path when transferring loads.
- Check weight of the load prior to lift. Do not jerk the load.
- Keep feet shoulder width apart.
- Keep body close to load.
- Keep your back straight when lifting.
- Lift with your legs, not your back.
- Do not twist while lifting, pulling, or carrying a load.
- Consider two-person lifting when possible.

Pinch Points

- Workers shall never pass under an unsupported suspended load.
- Workers shall always have a clear escape route when lifting with cranes.
- Workers shall remain clear of run-in and nip points.

Tag Lines

- Tag Lines shall be used on loads being moved by a crane.
- Tag Lines shall be free from knots.
- Tag lines shall not be wrapped around any part of your body.
- Tag Lines shall be long enough to prevent workers from standing under the load while holding the tag line.

Rigging

- Use the correct load rated slings for the lift. Safe working load limits tags shall be in place on sling.
- All shackle pins shall be pinned with safety pins/wire.
- Slings and knots shall be used according to best practice.
- Slings and rigging shall be on an inspection program and inspected before use.
- Any free leg shall be shackled back to the live leg.
- Any shop made rigging shall be certified by a registered engineer.

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Hand Signals

- Only one person shall be designated to give hand signals.
- A hand signal chart shall be located on the crane and job site.
- Crane operator shall always maintain eye contact with signal person.
- Anyone can give the emergency stop signal.

Storage

- All materials, tools and equipment shall be neatly and safely stored.
- Stored materials shall be barricaded, shall not block walkways, stairwells and egress routes and shall not create a fire or egress hazard.
- Stairwells and Electrical rooms shall not be used for any storage.

Emergency Numbers:

- **University Police: dial 911 from any campus phone or
(859)257-UKPD (8573): FREE CELL PHONE CALL: #8573 (#UKPD)**
- **UK Delta Room: (859) 257-2830 or (859) 257-3844**
- **Emergency Management Office: (859) 257-3815**
- **Building Emergency after regular working hours: (859) 257-3844**
- **UK - Planning, Design and Construction Services (PDCS):
(859) 257-2726 Fax (859)323-3287**
- **UK Parking & Transportation Services: (859) 257-5757**

ATTACHMENT B - IFB SAMPLE
University of Kentucky
Main Campus
Standard Fire Alarm Maintenance Procedure
(Temporary removal of Fire Alarm from service)

The following procedures shall be followed when a system is taken out of service for testing, maintenance, and renovation.

1. All requirements of NFPA 72 shall be followed.
2. Approval to remove a Fire Alarm system from service or to take a Fire Alarm out of service is restricted to regular, full time, University of Kentucky maintenance employees and those individuals granted owner authorization codes* by the PPD Manager of Electrical Services.

***Note 1:** Those without an owner authorization code will need to contact the person requesting/authorizing the work to obtain this code.

3. A request by telephone, 257-2830, or 2-way shall be made to the Delta Room dispatcher to remove a system from service by an approved individual. The Delta Room dispatcher shall note the location, owner authorization code, name, company and estimated time the system will be down and inform the person of the responsibilities outlined in item #5 of this procedure.

***Note 2:** THE PERSON WHO REQUESTS THE REMOVAL FROM SERVICE SHALL BE IN THE BUILDING AT ALL TIMES DURING THE OUT OF SERVICE PERIOD IN ORDER TO COMPLETE THE RESPONSIBILITIES OUTLINED IN ITEM #5.

4. The Delta Room dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e. outside monitoring stations, that the building is out of service.
5. While out of service, any initiated alarm will result in a Fire Department response unless the person who removed the system from service notifies the Delta Room, immediately, that they initiated the alarm. (Note: It is not the Delta Room dispatchers duty to contact the person who took the system out of service.) At 05:00 PM, unless further notification is given to the Delta Room dispatcher, all systems will automatically be put back into service.

- 5.1. Immediate Fire Department response is required in all instances of Fire Alarm notification. There shall be no delay. In instances where the cause of the alarm is positively proven to be false, a call* can be placed to the UK Police dispatcher to see if the Fire Department can be held.

***Note 3:** The authority to place a call to hold the Fire Department is limited to the University Fire Marshall and the Delta Room dispatcher.

- 5.2. While "Out of Service", any call placed via 911 shall initiate a Fire Department response under the Fire Alarm Response Procedure.
- 5.3. When a Fire Department response is required the Fire Alarm Response Procedure shall be followed.
6. If the justification for removing a Fire Alarm system from service is to perform work on the system itself, the Fire Alarm system shall be demonstrated to be reporting and functioning correctly, to the Delta Room dispatcher, before attempting to put the system in service.
7. When a system is put back in service, a request shall be made by telephone or 2-way to put a system back in service. (Note: The same person who took the system out of service shall return the system to service.)
8. The Delta Room dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e. outside monitoring stations, that the system is back in service.

This procedure shall apply to all persons who remove a Fire Alarm System from service including, but not limited to: UKPPD personnel, Housing personnel, Ag maintenance, and contractors |

Date of last approval: 03-20-03

Revised : 3/6/01 Galen Tolliver Submitted or approval 1/10/01

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONTRACTOR

THIS AGREEMENT, made the _____ day of _____ 2023 by and between _____ ("Contractor"), and the UNIVERSITY OF KENTUCKY, ("Owner"), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

Complete demolition of buildings that were damaged by a tornado. The contractor will provide all labor including supervision and inspection services, materials, supplies, tools, equipment, permits, bonds and any additional services necessary for completion of these said demolitions and the restoration of the site to natural grade. The contractor will support the University's goal to maximum the amount of demolished material for recycling.

Remaining Demolition Needs:

1. Remove foundations
 - a. From 16 buildings with total ~93,000 square feet.
2. Crush concrete foundations
 - a. Store on site for future use on roadways.
3. Remove remaining portion of 7858
 - a. ~3,200 square feet.
 - b. Pending final determination of fate of exhaust stacks/fans.
4. Pick up all the remaining debris piles all around the station / fields
 - a. Debris from field cleanup.
 - b. Debris from removal of damaged fences.
 - c. Debris from vegetation in pastures/hay fields.
5. Finish Debris removal along drainage ditch

6. Possibly Demo

- a. 7821 (Horse Barn).
- b. Concrete silos (7848 and 7874).

7. Remove underground fuel tanks and aboveground pumps

Located on the UK Research and Education Center in Princeton. KY. The address is 1205 Hopkinsville Street, Princeton, KY 42445.

PROJECT: Demolition - UKREC (Princeton)

The Scope of Work consists of the Invitation for Bid, CCK-2677-23, dated January 4, 2023; the Contractor's Form of Proposal dated January 27, 2023, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Contractor's Bonds and Insurance and Affidavit, the Specifications, the Drawings including Supplemental Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part thereof of reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following:

Specifications:

On Plan Sheets

Drawing Index:

**No 'Official Drawings' for this project. A demo map and pictures are provided.

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Work Order from the Owner. Substantial Completion shall be One Hundred Twenty (120) consecutive calendar days after the stipulated commencement date with Final Completion being Thirty (30) consecutive calendar days after the date of Substantial Completion.

ARTICLE No. 3 THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Contractor as full consideration for the Contractor's satisfactory performance of the Contract obligations the sum of _____ Dollars (\$_____).

ARTICLE No. 4 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ, methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work.

IN WITNESS WHEREOF, this Agreement is executed in two (2) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS:

CONTRACTOR: _____

Company Name

BY: _____

Title: _____

Approved for Legality and Form

Recommended By:

APPROVED: _____

Chief Procurement Officer



University of Kentucky
Facilities Management
Office of the Vice President

225 Frank D. Peterson Service Bldg.
Lexington, KY 40506-0005
P: 859-257-5929
www.uky.edu

March 20, 2020

TO: UK Facilities Partners

FROM: Mary Vosevich 
Vice President and Chief Facilities Officer

SUBJ: COVID-19 On-Site Work Rules

As we continue to navigate the challenges of the COVID-19 pandemic, we thank you for your continued support and partnership. While our goal is to maintain some sense of business continuity and keep work and projects moving forward as necessary, the safety of our students, patients and employees is paramount. We ask that you and your teams adhere, at a minimum, to the following on-site rules in support of the social distancing mandate and to ensure your safety and that of our community.

- Stay contained to your area that you are assigned
- Bring your lunch; eat lunch in your assigned area or go offsite
- Come to campus in clean clothes
- All employees should have some form of identification
- Check daily recommendations from CDC
- If you have been exposed to a known COVID-19 patient, you will be required to leave the premises and will not be allowed to work for the CDC recommended 14 days
- If you have been asked to self-isolate by any local or state public health department, you will be required to leave the premises and will not be allowed to return until you have self-isolated for the CDC recommended 14 days
- Follow any on-site screening processes
- Practice 'social distancing'
- Limit face-to-face contact

We sincerely appreciate your understanding and patience during this evolving situation. Many of you have already reached out with proactive plans, which is a testament to the dedication of your teams to the University of Kentucky. We will communicate new information and processes as they are available. Please keep your UK point of contact informed of any changes with your staff and don't hesitate to reach out with any questions or concerns.

see blue.



CORONAVIRUS VENDOR SCREENING

Safety is one of UK HealthCare's top priorities. UK Healthcare is monitoring events surrounding COVID-19, and we are following the Centers for Disease Control and Prevention guidelines to ensure the safety of all who enter our facility and to minimize the risk of transmission.

To protect the health of the people we serve, upon entering UK Healthcare facilities, we are requiring all vendors to screen electronically prior to entry.

DO ANY OF THE FOLLOWING APPLY?

- **Fever 100.0 or greater (self-reported)**
- New Cough (not associated with seasonal allergies)
- New Muscle Aches/Pain
- New Shortness of Breath
- New Sore Throat (not associated with seasonal allergies)
- Vomiting or Diarrhea
- Loss of Taste or Smell



Please use the QR code to complete the vendor / non-university of Kentucky employee screening prior to entering any UK facility.

Masks are also required prior to entry. Please attempt to bring a mask with you. If you do not have one you can obtain one at any main visitor/patient entry point.



THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.



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THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

NOTICE

September 2, 2021

On August 4, 2021 UK HealthCare announced our mandatory COVID vaccination for all providers, staff, trainees, learners, and those who work in UK HealthCare facilities. Religious beliefs and medical contraindications as defined by the Americans with Disabilities Act will be considered.

This notice is being sent to you as a clinical contractor and/or vendor of University of Kentucky ("UKHC").

All outside clinical contractors and vendors are asked to comply with UKHC's health requirements in order to continue providing services to UKHC. This mandate is effective September 15, 2021.

Given the COVID-19 pandemic, and the necessity of protecting patient, employee, and visitor safety, UKHC is requiring all employees and representatives of clinical contractors and vendors working on-site at UKHC to meet UKHC's COVID-19 mandate protocol. Therefore, UKHC will allow on-site only those individuals who either i) have completed the first vaccination against COVID-19, ii) are fully vaccinated against COVID-19 (i.e., will be two weeks past completing their complete COVID-19 vaccination series), or iii) received an exemption through the clinical contractor's/vendor's formal vaccine exemption process (see Appendix 1 for a sample COVID – 19 declination process and expected outcomes) from the COVID-19 vaccination requirement related to the individual's medical contraindications or a sincerely held religious belief.

We are requesting all clinical contractors and vendors take an active approach in supporting our requirements, validating vaccinations, declination status, and testing compliance where needed. We are relying on you to:

- Upload vaccination documentation into the Vendormate portal by September 15, 2021.
- If Vendormate is not utilized, ensure a process is developed to maintain compliance of vaccination and exemption status.
- Prior to the commencement of any new agency booking, provide to UKHC a list of staff assigned to UKHC. Said list shall identify which staff are vaccinated and which staff have received exemptions in order that proper planning and supervision of staff may occur.
- Acknowledge that those staff who are not vaccinated and received an approved exemption will be subject to additional measures to reduce possible transmission of COVID-19 (e.g., daily screening, regular testing). As of September 15, 2021, staff will need to complete weekly testing. All testing must be a PCR test and completed within 96 hours prior to visiting any UKHC clinical site. (Appendix 2)
- Secure appropriate authorization from staff before sharing their information with UKHC, relating to staffs' vaccination status and/or approved exemption from the COVID-19 vaccination requirement.
- **Acknowledge that those individuals who have not been fully vaccinated against COVID-19 or have not been exempted from the COVID-19 vaccination requirement and/or are not following appropriate testing measures will not be permitted to work at any UK HealthCare facility or building after September 15, 2021.**
- Communicate protocol requirements to individuals working within any UK HealthCare facility or building. This includes symptom screening expectations, wearing a mask and appropriate PPE and practicing social distancing. (<https://covid-19.ukhc.org/wp-content/uploads/sites/121/2020/06/COVID-19-Screening-Protocol-for-Students-Learners.pdf>).
- Universal masking (across all UK HealthCare facilities) is required at all times except when eating or drinking. Cloth masks are not allowed for patient/family facing work.
- **Screening for COVID-19 symptoms must be completed daily via the UK HealthCare web-based tool (<https://app.mc.uky.edu/c19s/VendorScreener>) or upon arrival to the**

facility. This is an OSHA requirement. Individuals who fail any portion (if they are following our screening) cannot work and will not be permitted into any of the UK HealthCare facilities until the issue is addressed and the individual is compliant with the UK HealthCare COVID-19 policies. Failure includes having 2 or more symptoms or a fever only.

- Develop a process and maintain a record of employee acknowledgment and agreement to follow the guidelines which should be available upon request.
- Designate a responsible person/team to monitor compliance with vaccination, declination, testing requirements (if applicable), screening, masking, and social distancing. Reporting of status to adherence to the UK HealthCare protocols should be provided as needed on an on-demand basis.
- Identify an individual who we can communicate employee compliance via email and phone, if necessary.
- Develop a process for notification back to UKHC Infection Prevention and Control (IPAC) team if a student turns positive after an observation or rotation at UK HealthCare. These will need to be recorded, evaluated and action plan developed that would mitigate any potential exposures.

We thank you for your continued partnership and support.

Colleen Swartz, Vice President for Hospital Operations

Pete Gilbert, Senior Vice President and Chief Operations Officer

Mark Newman, MD, Executive Vice President for Health Affairs

For questions:

- For additional or specific questions related to these requirements please contact UKHC purchasing
- For COVID vaccination and screening requirement questions, please contact our IPAC department using at 859-323-6337.

Appendix 1

SAMPLE: COVID – 19 Declination Process and Outcome Expectations

Declination Request Reason	Additional Details	Outcome	Expectation for all unvaccinated persons in a UK HealthCare facility
Religious	Letter expressing sincerely held religious beliefs as to COVID-19 vaccine		
Medical	Documented anaphylaxis to previous dose of COVID-19 vaccine; or documented allergy to the vaccine or a component of the vaccine	Approved with education and access to vaccination resources	Daily health attestation screening; Masking while in a UK HealthCare facility; and Tier 4: weekly PCR testing Tier 3: biweekly PCR testing Tiers 2 and 1: no testing <i>*negative PCR test results in re-triggering of regular testing protocol until vaccination status updated or UK HealthCare moves out of high-level Tiers</i>
	Written letter from treating physician indicating medical contraindication or reasons they do not endorse vaccination for their patient		
	Pregnant or trying to become pregnant	Deferred until 6 weeks post-delivery with education and access to vaccination resources	<i>**Positive PCR testing will place individual on “hold” until either 90 days post positive test, vaccination status updated, or UK HealthCare moves out of high-level Tiers</i>
	Any other medical reasons, not specified by treating provider	Denied request, with education and access to vaccination resources; but provide the option to go back and re-request with “refusal” selected	

Appendix 2

Any individuals who work on site in any UK HealthCare facility will be tested on this frequency if not vaccinated.

Under tier 4: weekly

Under tier 3: biweekly

Tiers 2 and 1: no testing

All testing must be PCR test only and completed per timing requirement outlined

SAMPLE

ATTACHMENT B - IFB SAMPLE
Frequently asked questions

1. Our agency no longer sends staff to UK HealthCare. How do I close this agreement?

In the event you no longer have staff at UK HealthCare, contact Paul Reister (Paul.reister@uky.edu).

2. Where should I send my staff lists indicating vaccination and exemption status?

- If Vendormate is utilized, the staff must upload documentation via that system.
- All other staff, provide the list(s) to your primary point of contact at UKHC

3. Do I need to send you PRC testing results for those staff on an approved exemption?

No. Management and oversight of the PCR testing compliance should be validated by the agency. You will only need to send a notification (no more than 96 hours prior to the clinical rotation) via email indicating the exempt staff is approved for working within UKHC.

4. Our staff are in the hospital on a weekly basis. How often will approved declination staff need to be tested?

Right now, PCR testing is required weekly.

5. Could the testing frequency change?

Yes. We are monitoring case volumes and testing need daily. Appendix 2 lists the schedule.

6. What notification is needed if a staff member turns positive after a shift at UK HealthCare?

Please contact the UK HealthCare Infection Prevention and Control Department by phone (859-323-6337) as soon as the information is known.

7. For staff just starting their vaccination series, what is the deadline for completing and meeting the mandate protocol?

We understand there are different timeframes with each vaccine brand. To meet this protocol, staff must complete the first vaccination against COVID-19 by September 15. We are asking they complete the vaccine series as recommended by the manufacturer and CDC.

8. Is there someone I can contact if I have questions about the declination process or working through a declination request?

A sample decision grid has been provided to support you (if you don't already have a process in place). You can also contact us at vaccinequestions@uky.edu. We will work to respond to you within one business day.

9. Is UK HealthCare offering vaccinations to agency/vendor staff?

Yes. Vaccination against COVID-19 is now available for anyone age 12 and over. Vaccination is being offered by UK HealthCare free, and insurance is not required. Full details are available on our COVID-19 vaccination information website: <https://ukhealthcare.uky.edu/covid-19/vaccine>.