

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:

This Request for Proposals (RFP) is issued by the University Of Kentucky to solicit proposals from qualified, experienced, financially sound and responsible firms to provide labor, materials, equipment, and all other costs associated to install Owner provided coils for air handlers in various buildings. Pricing is sought for three separate packages of work. The total work is divided into three discreet installation packages to shorten the schedule for completion of the entire project. Work for the three installation packages will proceed concurrently with the simultaneous replacement of coils in one air handler in each package (a total of three air handlers) on the same weekend. Proposers may submit proposals for one, two, or all three installation packages. Proposers submitting pricing for more than one package should be prepared to have separate crews working simultaneously on the same weekends on the multiple installation packages.

Work will be scheduled so that coils are replaced in one air handler from each installation package during the same work week. Work in different buildings will happen concurrently. All outages will be coordinated at least 2 weeks in advance with the UK outage coordinator and will take place during off hours if needed.

Offerors should include in their proposals the picking up of coils from their storage area, UK Vaughan Warehouse (1247 Versailles Road), delivering and unloading of coils to the work site, and moving the coils to the appropriate rooms containing the air handlers. Crane location will need to be coordinated with the UK Project Manager, UK Medical Center Physical Plant Department, UK Parking, and UK security.

Piping should be replaced at each location from the highest point of the header to the coil, continuing with the header size, no reductions until the taps come off the mains. Copper, brass, Victaulic couplings, and isolation valves should be the materials utilized for this work. All air vents and drain connections should be reinstalled and operation verified to ensure proper drainage.

Offerors shall provide confirmation that the installation of all coils will adhere to and be compliant with the installation guidelines provided by the manufacturer, the Cooney Freeze Block Installation and Operation Guide for The University of Kentucky to achieve the 30-month warranty is represented as Attachment E.

UK maintenance staff will be responsible for draining the existing coils prior to the contractor start time and for filling the coils once installed and venting any air in the system. Coils should be balanced after installation to ensure flow rates are met. A balance report should be submitted to the project manager for each coil.

The successful offeror(s) will be responsible for disposal of any removed equipment and should follow University recycling program guidelines.

PROJECT : UK-2344-23 Replacement Coil Installation

The Scope of Work consists of the Request for Proposal UK-2344-23, dated April 13, 2023; the Contractor's Technical and Financial Proposal dated 5/5/2023, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Contractor's Bonds, Certificate of Insurance and Affidavit, the Provided Timelines, the Drawings including Supplemental Drawings, all of which are incorporated in and made a part thereof of reference, and which shall be binding upon the Contractor and Owner.

The Drawings for this Work include the following:

Drawings:

See RFP Attachments J,K, & L

ARTICLE No. 2 TIME OF COMPLETION:

Schedule for work is provided for each of the three packages. Work shall be completed in the times scheduled. Contractor may propose an accelerated schedule. All punch list items must be completed within thirty days of the completion of each air handler coil installation.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the University of Kentucky, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of \$800.00 for each and every day after the date of Substantial Completion until the date of actual Substantial Completion.

If the Work is not finally completed within the time required in the preceding Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay

and not as a penalty, the sum of \$200.00 for each and every day after the date of Final Completion until the date of actual Final Completion. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 2 of this Agreement. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

ARTICLE No. 4 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. 5 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: \_\_\_\_\_

\_\_\_\_\_  
Director of Purchasing