



REQUEST FOR PROPOSALS
UK-2615.0-2-25
PROGRAM MANAGER SERVICES
EXPAND PATIENT CARE FACILITY
PROJECT 2615.0
ADDENDUM #1
05/16/2025

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

IMPORTANT: RFP MUST BE RECEIVED BY 05/29/2025 @ 3:00 P.M. LEXINGTON, KY TIME

Offerors should acknowledge receipt of this, and any addendum, as directed in the Request for Proposals.

ITEM #1: NOTICE TO OFFERORS

- A. The proposal deadline has been extended to
3:00P.M. Lexington KY time on Thursday, May 29, 2025.
- B. Offerors are encouraged to revisit section 2.4 Economic Engagement and Procurement and consider this opportunity to showcase any apprenticeships, mentorships, business accelerators, or similar programs that your firm sponsors or participates in.
- C. A sample Owner's Rep agreement has been attached.
- D. The Existing Site Plan is attached.

ITEM #2: QUESTIONS AND ANSWERS

- A. Offerors are instructed to review and incorporate the attached Questions and Answers into their proposals.
- B. Offerors should submit the attached Fee Summary as their offer for mandatory services.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

A blue ink signature of Corey W. Leslie, written over a horizontal line.

Corey W. Leslie, Purchasing Officer

SIGNATURE

Typed or Printed Name

UNIVERSITY OF KENTUCKY
OWNER'S REPRESENTATIVE AGREEMENT

THIS AGREEMENT made and entered into between the UNIVERSITY OF KENTUCKY, an agency and instrumentality of the Commonwealth of Kentucky (hereinafter called the University) and _____(hereinafter called the Owner's Representative).

WITNESSETH THAT:

WHEREAS The Owner intends to develop the projects described in _____(the "Program")

AND WHEREAS The Owner desires to retain the Owner's Representative to provide comprehensive support services in the organization, coordination, management, and administration required for all aspects of the execution of the Projects, including as example but not by means of limitation, planning, programming, site investigation, design, construction, closeout, warranty, and audit compliance.

NOW THEREFORE, the University and the Owner's Representative agree as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement is effective on the Effective Date and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled (the "Term"). Owner's Representative shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for Owner's protection or benefit, or that by its sense and context, is intended to survive the completion, expiration or termination of this Agreement and/or the Projects, including but not limited to turnover, closeout, commissioning, and audit compliance.

ARTICLE 2. SCOPE OF SERVICES

- 2.01 Pursuant to the terms and conditions of this Agreement, the Owner hereby retains the Owner's Representative to provide sufficient organization, personnel, and management to perform the services specified in this Agreement in an expeditious and economical manner at the highest standards of Owner's Representative's profession or business to further the Owner's interests. The Owner's Representative shall furnish all labor, services, supplies, materials, and equipment required to render their services using the Owner's Representative's best efforts, skill, judgment, and abilities as described by the General Conditions – Owner's Representative.
- 2.02 The Owner's Representative accepts the fiduciary relationship of trust and confidence established between it and the Owner by this Agreement. The Owner's Representative shall at all times advance the orderly progress of the Program and cooperate with the Project Teams in furthering the best interests of the Owner. Nothing contained in this Agreement shall create any obligation or contractual relationship between the Owner's Representative and any third party, including without limitation any other member of the Project Teams.

- 2.03 All references in this Agreement to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Owner's Representative or referenced to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation and/or recognition attributed to Owner's Representative, and such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and/or recognition that Owner's Representative would have obtained upon the exercise of Owner's Representatives' aforementioned standard of care as set forth in this section
- 2.04 The Owner's Representative shall exercise the aforementioned standard of care set forth in this Section without conflict of interest, and in furthering the best interests of Owner and in performing all aspects of its Services hereunder.
- 2.05 Owner's Representative shall provide a team ("Owner's Representative's Team") at all times that shall have sufficient capacity, qualifications, skill, and experience necessary to execute the Program. Owner shall have the right to approve and reject all personnel on the Owner's Representative's Team and have any such personnel removed from the Program that Owner reasonably considers unsatisfactory, regardless of whether such personnel has already commenced performing services. Owner's Representative may not, without the written consent of Owner, reassign or replace any member of the Owner's Representative Team. If a member of Owner's Representative's Team resigns, any replacement shall be subject to Owner's approval, which will not be unreasonably withheld.
- 2.06 The initial Owner's Representative Team as identified in its response to Owner's RFP UK-_____ as modified by any addenda, is approved by Owner, subject to the terms of this Agreement.
- 2.07 Owner's Representative shall provide their services to the Program in compliance with all applicable federal, state, and local laws, regulations, codes, and Owner policies. The Owner's policies are available at <https://www.uky.edu/regs/>. The Owner's Design Standards are available at <https://www.uky.edu/cpmd/design-standards>. Owner's Representative shall maintain and shall require that its subcontractors, if any, maintain all governmental licenses, certificates, approvals, and permits that are required of the Owner's Representative for the performance of the Projects. The Owner's Representative agrees to maintain in full force and effect such required licenses, certificates, approvals, and permits throughout the Term.
- 2.08 Owner's Representative has or will perform the Work set forth in Attachment _____ in cooperation with the Owner and the "Project Teams". The Project Teams include the corresponding: The Owner. The Architect/Engineering Firm ("Design Consultants"), which means (as applicable to the project) the design architect, the architect or engineer who prepares the plans and specifications, the inspecting architect, or such other design and design-related consultants as may be appropriate; the "Construction Manager", which means the Construction Management firm with whom the Owner has contracted to construct the projects comprising the Program; Design Consultant's subconsultants, and the Construction Manager's subcontractors and suppliers.
- 2.09 Owner may modify, add, or remove any project from the Program without invalidating this Agreement. Any change in Owner's Representative's compensation shall be made by a written modification agreed upon and signed by both parties.

ARTICLE 3. OWNER'S RESPONSIBILITIES:

- 3.01 Owner shall provide information regarding its programming needs, design, and construction requirements for each project comprising the Program to the Owner's Representative in a timely fashion.
- 3.02 Owner shall designate an individual who shall have the authority to render decisions on Owner's behalf ("Owner's Contact"). The Owner may change Owner's Contact from time to time by written notice to the Owner's Representative. The initial Owner's Contact shall be:

Name:
Title:
Email:
Phone:
Work Address:

ARTICLE 4. COMPENSATION:

- 4.01 The owner shall pay the Owner's Representative as full consideration for the Owner's Representative's satisfactory performance of the obligations of this agreement the sum of

ARTICLE 5. SIGNATURES:

IN WITNESS WHEREOF this Agreement is executed on the date and year first herein before written.

WITNESS:

OWNER'S REPRESENTATIVE: _____

Company Name

BY: _____

Title: _____

Approved for Legality and Form

Recommended By:

APPROVED: _____

Kevin Locke
AVP Capital Planning, Design & Construction

UNIVERSITY OF KENTUCKY

By: _____
Eric Monday
Executive Vice President for Finance and Administration

GENERAL CONDITIONS – OWNER’S REPRESENTATIVE

These conditions Supplement the University of Kentucky General Terms and Conditions

ARTICLE 1. GENERAL SERVICES

Owner’s Representative, in general, shall be assigned responsibility for the smooth running of the Program and shall coordinate all Project matters.

- 1.01 Using the Owner’s electronic Project Management Information System, Owner’s Representative shall maintain an organized filing system for all Project documents and records. At Project completion, Owner’s Representative shall certify that all Project documents and records are uploaded into the Owner’s electronic Project Management Information System. If it is technically not possible to upload a Project document or record into the Owner’s electronic Project Management Information System, the Owner’s Representative will deliver the document(s) and record(s) to the Owner at the end of the Term or at any time during the Term at the Owner’s request.
- 1.02 Owner’s Representative shall schedule, attend, conduct, record, and assist the Owner at all Project meetings (including without limitation meetings with the Design Consultant, Construction Managers, or Owner’s Board of Regents). Owner’s Representative shall direct the Design Consultant or Construction Manager to prepare meeting minutes if the Architect (“Design Consultant”) or Construction Manager is contractually required to do so. In the absence of meeting minutes prepared by others, Owner’s Representative will provide Owner with minutes from such meetings prepared by Owner’s Representative. Owner’s Representative shall review for accuracy the minutes of such meetings prepared by either the Design Consultant, Construction Manager, or others. Owner’s Representative shall clarify, amend and report any discrepancies affecting the Project.
- 1.03 Owner’s Representative shall furnish to the Owner weekly reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the week covered by the report; (e) a summary of change orders made during the week covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.
- 1.04 Using Owner’s electronic Project Management Information System, Owner’s Representative shall provide accounting services for the Project, including but not limited to (a) preparing annual budgets; (b) preparing monthly variance reports; (c) monthly Project accounting services related to assembling, reviewing and forwarding to Owner for payment the invoices from the Design Consultant and Construction Managers; and (d) processing and coordinating the payment of the Construction Managers’ applications for payment. Owner’s Representative shall provide such reports in an electronic format in a form acceptable to Owner.
- 1.05 Owner’s Representative shall be available for questions and follow up by telephone, online collaboration platform, and/or site meetings with Owner.

ARTICLE 2. PRE-CONSTRUCTION PHASE SERVICES

- 2.01 Owner’s Representative shall review information relevant to the Project, including predesign studies, preliminary site plans, current building program/utilization, Owner research, Owner generated project concepts, proposed building program, environmental investigation and remediation reports, building systems analysis reports, applicable city/state regulations including health code, and Americans with Disabilities Act compliance.

- 2.02 Owner's Representative shall become familiar with and provide services that are consistent with all applicable Laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Owner's Representative.
- 2.03 Owner's Representative shall meet with the Owner and its risk management/insurance consultants to discuss, and make recommendations regarding, the development and implementation of an effective risk management program for the Project.
- 2.04 Owner's Representative shall assist the Owner with the process of identifying, soliciting proposals from, selecting, and negotiating contracts with the Project Teams for the completion of the Projects. Owner's Representative shall advise Owner and make recommendations concerning (a) scope of services to be provided by the Project Teams; (b) fees; and (c) administration of contracts with the Project Teams at Owner's direction.
- 2.05 Owner's Representative shall advise the Project Teams on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project.
- 2.06 Owner's Representative shall manage the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
- 2.07 Owner's Representative shall coordinate any required environmental review of the Project and advise and assist Owner in obtaining all environmental permits or approvals required for the Project, if any.

- 2.08 Owner's Representative shall coordinate with Owner in identifying any governmental and quasi-governmental authorities having jurisdiction over the Projects comprising the Program, as well as any other organizations that may have an interest in the Projects; assist the Design Consultant in obtaining permits for the Projects; coordinate with the various municipal and other governmental agencies having permit responsibilities for the Projects; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Design Consultant to ascertain whether they are any significant building code or other governmental compliance issues; coordinate with the Construction Manager the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Design Consultant.
- 2.09 Owner's Representative shall attend regular meetings with the Architect related to the development of the design of Projects comprising the Program.
- 2.10 Owner's Representative shall coordinate with the Construction Manager and provide recommendations to the Owner and Design Consultant regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, program, and Schedule.
- 2.11 Owner's Representative shall review and comment on the drawings and specifications for the Projects (the "Construction Documents"), as they are prepared by the Design Consultant, and coordinate their review by the Construction Manager. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Design Consultant's responsibilities for design or any of the Owner's Representative's responsibilities for construction means, methods or costs.
- 2.12 Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) assist the Owner in reviewing and coordinating the preparation by the Design Consultant and other Consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.
- 2.13 If directed by Owner, Owner's Representative shall direct the Consultant(s) and Construction Manager to utilize the Owner's internet-based project management software, which software may include, but not be limited to, the processing of plan reviews, purchase orders, change orders, invoices, payment applications, requests for information, and document management related to the Project. If the Owner chooses to utilize its project management software for the Project, the Owner will provide and manage a login license for Owner's Representative without charge. Owner will provide initial software training to Owner's Representative without charge. Except for licenses and initial training, the Owner assumes no responsibility for any real or potential costs associated with the use of the project management software by the Owner's Representative.

- 2.14 Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project, including the projected monthly expenditures for the Term (the "Project Costs Estimate"). The Project Costs Estimate shall include separate line items for each cost category included in the Project cost, with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall:
- (a) Revise such Project Costs Estimate from time to time as the design of the Project is finalized, the working drawings are prepared, construction contracts for the Project are negotiated, awarded, and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.
 - (b) If appropriate, identify contractors and subcontractors to provide additional cost estimate confirmation or means and methods suggestions.
 - (c) In consultation with the Design Consultant and Construction Manager, Owner's Representative shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.
- 2.15 Owner's Representative shall recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner.
- 2.16 Owner's Representative shall assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner; if Owner, with the advice of the Owner's Representative, elects to proceed with separate Project construction contracts or separate bid packages, the Project Costs Estimate and final Project Budget shall include a separate budget for each Project construction contract or bid package. When used in this Agreement, depending on its context, the term "bid" shall mean "proposal" and the term "bidder" shall mean "proposer".
- 2.17 Owner's Representative shall act as Owner's representative in coordinating and assisting the Design Consultant in the preparation of bid documents, which shall consist of, among other things, the working drawings, proposed form of construction contracts and invitation and instructions to bidders or requests for proposals. Owner's Representative shall use Owner's standard procurement forms and manage the award of contracts in accordance with Owner's requirements.
- 2.18 Owner's Representative shall review, on behalf of Owner, the Construction Manager's division of the Project construction work into major trade packages for the bidding of the work. If any portions of the work are to be separated into separate bid sections, Owner's Representative shall review the working drawings and make recommendations to the Design Consultant to (i) coordinate the work of the separate bid portions, (ii) allocate the work to the separate bid portions, (iii) attempt to minimize jurisdictional disputes, (iv) provide the proper coordination for phased construction, and (v) advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.
- 2.19 If requested by Owner, Owner's Representative shall make recommendations for selection criteria for bidders, including any need for performance bonding of any bidder if selected as a contractor, and develop a bid list for prospective contractors and subcontractors.
- 2.20 Owner's Representative shall attend prebid conferences and assist with familiarizing bidders with the bid documents and any special or unique systems, materials, or methods.
- 2.21 Owner's Representative shall review bids, prepare analyses, and make recommendations to Owner.
- 2.22 Owner's Representative shall attend pre-award conferences with each successful respondent for a Project construction contract, advise Owner regarding the negotiation of business terms of each Project construction contract, and advise Owner on the acceptability of Contractor for the Project.

- 2.23 Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.
- 2.24 Owner's Representative shall review and comment on all safety, health, and environmental protection measures proposed by each Contractor, and make recommendations with respect to any
- 2.25 Owner's Representative shall review all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work, identifying the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

ARTICLE 3. CONSTRUCTION PHASE SERVICES

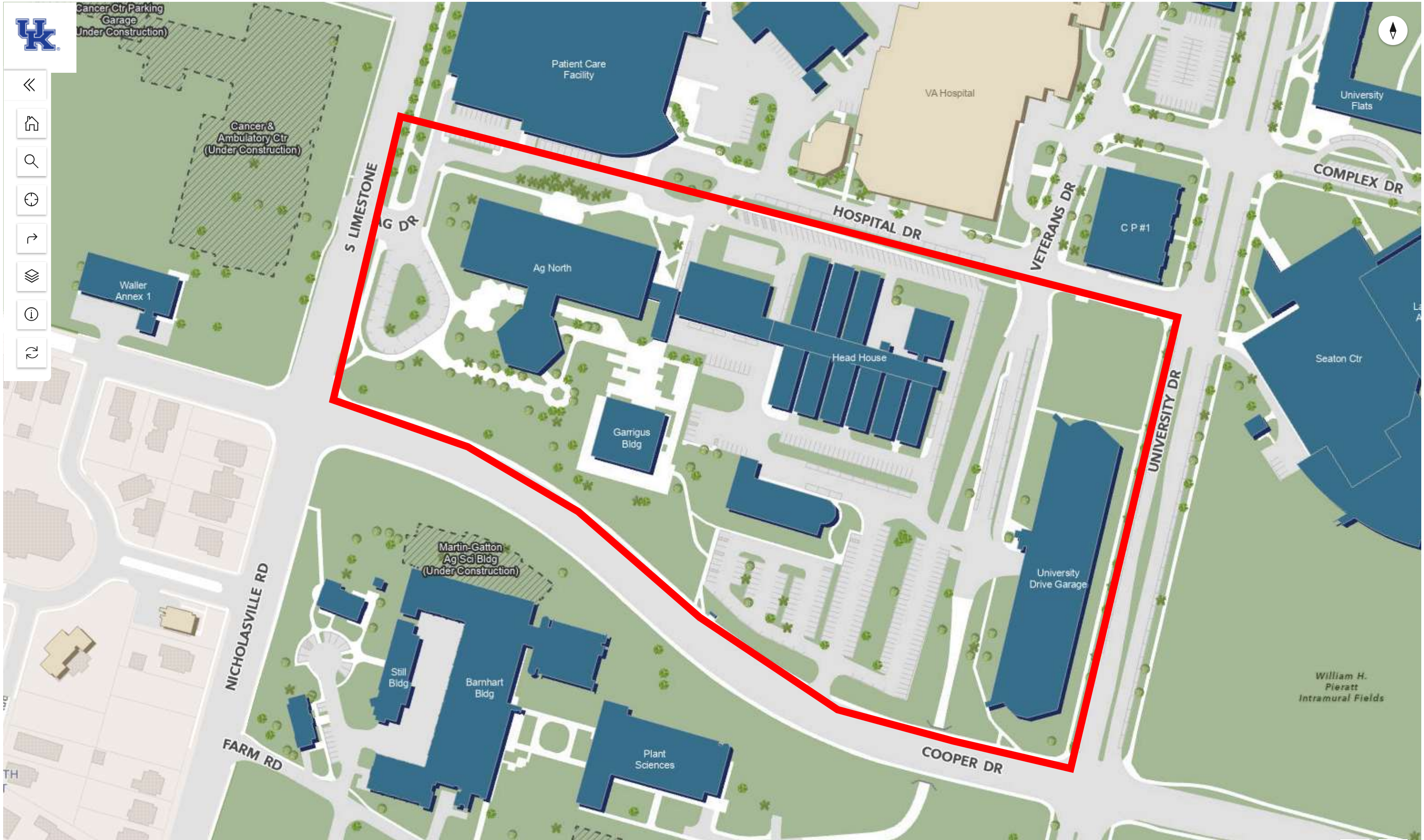
- 3.01 Owner's Representative shall represent the Owner in its communications with the Consultants and Construction Manager; schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, and approve change orders, submittals, and requests for information.
- 3.02 Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
- 3.03 Owner's Representative shall review applications for payment by the Construction Manager, review and certify certificates for payment issued by Design Consultant and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, to the best of the Owner's Representative's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. The issuance of a certificate for payment shall further constitute a representation that the Construction Manager is entitled to payment in the amount certified. In addition, Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Consultants. Owner's Representative shall direct Construction Manager (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, Owner's Representative shall make recommendations to Owner for corrective action by Construction Manager.
- 3.04 Owner's Representative shall coordinate negotiations among the Program Team, and as applicable, the utility companies, local municipalities, and others concerning the installation of electric, sewer, water, gas, and telephone (but not internal telephone, security or data wiring or connections) facilities required for the Project, on a schedule consistent with the Project Schedule.
- 3.05 Owner's Representative shall coordinate the Design Consultant's review and approval of shop drawings, product data and other submittals by Construction Manager.

- 3.06 In conjunction with the Construction Manager who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Construction Manager's personnel and equipment, and the availability of materials and supplies to meet the Construction Manager's schedules in relation to the Project Schedule.
- 3.07 Owner's Representative shall cause Construction Manager to maintain a daily log containing the number of workers, equipment, work accomplished, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by Construction Manager, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Construction Manager falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Construction Manager on behalf of the Owner; shall monitor Construction Manager's performance of such recommendations; and shall report Construction Manager's progress to the Owner on at least a monthly basis.
- 3.08 Owner's Representative shall notify Owner if Owner's Representative becomes aware that the work of Construction Manager is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed, or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Design Consultant, and the Construction Manager, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.
- 3.09 Owner's Representative shall advise the Owner concerning the purchase of building materials by the Construction Manager.
- 3.10 Owner's Representative shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
- 3.11 Owner's Representative shall coordinate with the Design Consultant in its review of the work to enable the Design Consultant to determine the date of substantial completion. At the substantial completion by Construction Manager of the work, monitor the Design Consultant in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction, or repair. Owner's Representative will consult with Owner and/or Design Consultant in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- 3.12 Owner's Representative shall obtain from Construction Manager record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction progresses.
- 3.13 Together with the Design Consultant and Owner, Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems, and equipment for the Project.
- 3.14 Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the Construction Manager to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Construction Manager are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Construction Manager and the Design Consultant, (v) collecting and/or otherwise resolving any and all backcharge claims that Owner may assert against any Design Consultant or Construction Manager, including assistance with any legal proceedings instituted by Owner and/or any Design Consultant or Construction Manager, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

- 3.15 Owner's Representative shall coordinate the purchase and installation of Owner- Furnished-Owner-Installed and Owner-Furnished-Contractor-Installed furniture, fixtures and equipment.
- 3.16 Owner's Representative shall assist the Owner with the selection of the mover and coordinate all occupant relocations into the Project space.
- 3.17 Owner's Representative shall assist the Owner with the oversight of the Commissioning agent and coordinate and administer the Project Commissioning process.

ARTICLE 4. SECURITY AND SAFETY.

While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.



UK-2615.0-2-25		
Program Manager Services for Expand Patient Care Facility Project 2615.0		
Question and Answer Log		
Question Deadline 5/13/2025		
#	Question	Answer
1	Can the University of Kentucky provide an existing site plan for reference?	A map of the existing site is attached. It is the area bounded by Limestone, Cooper Drive, University Drive, and Hospital Drive.
2	Based on walking the project site and the schematic design drawings, will the new utility plant only support the new tower? Will the new utility plant include any of the other medical center buildings? From background research, it appears the Medical Center Heating and Cooling Plant may be over capacity at the moment and we wanted to confirm that would not be related to this project.	The new utility plant is anticipated to provide thermal utilities to the patient care expansion and the cancer ambulatory center, which is under construction. The new plant might include capacity to serve additional future campus needs.
3	Does the University of Kentucky have a sample program management contract they can share outside of the language in the RFP?	A sample contract is provided with this Addendum.
4	Is it a safe assumption that the enabling projects need to be completed before the main project can start?	Yes.
5	Assuming the project has a Certificate of Need, is there a status update that can be provided? Will the Program Manager aid with CON filing if not filed already?	The Certificate of Need is in place. The program manager will not aid with CON filing.
6	Based on review of the schematic design layout dated 1/24/25, it indicates the equipment planner and wayfinding as TBD. Have they been onboarded yet?	Wayfinding and medical equipment planning service are being provided by HDR.
7	Does the Architect/CM expect to use adjacent vacant real estate (intramural fields, etc.) for laydown area or storage, or is the intent to work only within the footprint of the new tower?	Then intent is to work only within the footprint of the block bounded by Limestone, Cooper Drive, University Drive, and Hospital Drive.
8	Knowing that the board of trustees will review and approve the design before construction can begin, would the Capital Project Management team like the Program Manager and team to prepare a presentation and summary for board review?	The program manager will not be responsible for creating the presentation and summary for the Board.
9	Based on walking the project site and reviewing the schematic design documents provided, phasing will likely be required. Can the Capital Project Management team provide any required phasing? Or will the Program Manager work with the project team to determine that once onboarded?	The construction management team is working through their scheduling and sequencing of construction. A general plan is known, but specifics are still being developed.
10	For the existing AG building, EQM, Garrigus and Community and Leadership Development Building, is there a plan to relocate or decant these groups and/or a timeline that can be provided? Will the Program Manager aid the facilities planning and Capital Project Management team with coordinating the move?	The existing buildings on the site are being replaced by the various enabling projects. It is not anticipated for the program manager to aid in coordination of these moves.
11	Does the Architect/CM/Owner plan to do an early demolition package of the existing structures before completing the final project drawings?	The demolition of the existing buildings is not anticipated to begin prior to January 1, 2027, when the site will be turned over to the construction team.
12	Based on review of the schematic design drawings, it appears the utility lines from the central utility plant to the hospital are part of the project, are those the only utilities included in the project?	The patient care expansion project will include the utilities required for the operation of the patient care facility. Additional utilities not originating at the utility plant but part of the project include water, sanitary sewer, natural gas, electric, and communications.
13	Based on reviewing the schedule dated 1/8/2025, it indicates that the core and shell is expected to start on January 1, 2027. Is that still on track?	Yes, that is still the target date.
14	would there be any consideration to an extension of the materials deadline, especially since email is not allowed and hard copy deliveries are requested.	No. The electronic files and hard copies of the proposal are all due by the date and time specified.
15	In Section 8.2 – Optional Services (Section 7.2) – Offerors must price the optional services detailed in Section 7.2. There was no Section 7.2 in the RFP. Please advise for details on optional services requested or provide Section 7.2	This is an artifact and can be ignored. 7.2 would have requested optional services if desired.
16	We intend to develop our staffing plan during the construction phase based on the 66-month schedule, but it was noted at the pre-proposal meeting the expectation is that the Program Manager will be needed in the design phase. In order to accurately respond to submission of a lump sum fee for services, can you clarify the date the PM is expected to be engaged for services during the design phase?	The preference would be for the program manager to engage immediately in the design phase to gain an understanding and knowledge of the project. The program manager would not be expected to be dedicated to the project full time until construction begins in mid-2026. The business officer would not be expected to begin until construction starts.
17	What is the current approach of the design meetings during the Design Phase? Onsite, teams/remote, or both? Will there be design consultants that will be calling in remote?	There are a mix on in-person and remote meetings. The cadence of meetings is not fixed but flexes based on need. There are typically two or two-and-a-half consecutive full day sessions every three to four weeks when the design team meets with individual departments. Key members of the design team attend these meetings in person but virtual links are also provided. There are regularly scheduled weekly meetings which are virtual. There are occasional meetings in which in-person attendance would be necessary to participate.
18	Section 4.7 – Criteria 3 – Financial Proposal – This section references a Financial Summary Form to contain the complete financial offer using the format in Section 8.0. Please advise if there is a University issued form for this section for the RFP Response, or a summary would be sufficient.	A summary will be sufficient.
19	In Paragraph 7.0 Scope of Services, reference is made to one (1) Program Manager and one (1) Business Officer	Correct
20	In the first paragraph, the Program Manager is referenced as one of the “individuals” working with the University personnel. However, in the following paragraph, the Program Manager is referenced to have “personnel” that “will be provided with work stations....” Is the Program Manager reference intended to represent one individual or a team of individuals?	UK is requesting the services of one Program Manager and one Business Officer.
21	What are the credentials required of the Business Officer and what will be the responsibilities?	This role may be seen as similar to an experienced bookkeeper or an accountant. This individual will be expected to track finances of multiple contracts including change orders, equipment purchases, direct owner purchases, etc. during the construction phase. Additionally, this person will provide regular reporting of these items.
22	We would like to request a week extension to the current deadline?	I'm OK with this.
23	Can an emailed electronic file .PDF be submitted on the due date with follow up hard copies received a day or two later?	No. This is a state requirement that we cannot waive.
24	Please provide a copy of the contract terms & conditions that would be executed for this work.	Attached.
25	Please provide a description of the role of “Business Officer”	Answered above.

8.0 Basic Fee Summary

Provide a lump sum firm fixed fee quotation to perform the Program Management services required for the Expand Patient Care Facility project 2615.0.

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

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

(\$ _____)
(USE FIGURES)

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

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

(\$ _____) Per month.
(USE FIGURES)

Submitted by: _____
Printed Name/Signature/Date

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.