

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Administrative Office of the Courts

Report Quarter: 2022-3 (July)

Print Date: 06/22/2022

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Judicial Branch/AOC						
Barren County	Barren	2020-2022	Design/Phase A			
Bath County (Construction)	Bath	2018-2020	Bidding			
Butler County	Butler	2020-2022	Design/Phase A			
Clinton County	Clinton	2020-2022	Design/Phase A			
Crittenden County	Crittenden	2020-2022	Design/Phase B			
Henry County (Renovation/Addition)	Henry	2014-2016	Complete/In Warranty	100	09/01/21	09/18/21
Jefferson County Hall of Justice (Renovation)	Jefferson	2018-2020	Cancelled			
Jessamine County	Jessamine	2020-2022	Design/Phase A			
Madison County (Renovation)	Madison	2020-2022	Design/Phase C			
Nicholas County	Nicholas	2014-2016	Complete/In Warranty	100	11/01/21	11/01/21
Oldham County (Renovation/Addition)	Oldham	2018-2020	Design/Phase C			
Scott County	Scott	2020-2022	Design/Phase A			

* indicates projects involving General Fund supported bonds or "state" cash (General Fund, Investment Income, Capital Construction Surplus, Contingency Fund, Emergency Fund, or Statewide Deferred Maintenance Fund).

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Education and Labor Cabinet/Education Dept						
* KSB Howser Hall Renovation	Jefferson	2016-2018	Complete/Not Closed Out	100	06/13/19	06/13/19
* KSB McDaniel/Scoggin Educational Building	Jefferson	2016-2018	Complete/Not Closed Out	100	09/02/18	09/02/18
* KSD High Voltage Electrical Service System	Boyle	CPBOC-9/01/17	Complete/Not Closed Out	100	10/30/18	10/30/18
* KSD New Elementary Building	Boyle	2016-2018	Complete/Not Closed Out	100	02/21/19	02/21/19
Education and Labor Cabinet/KY Educational Television						
KET FCC Repacking	Multi	CPBOC-8/01/17	Complete/Not Closed Out	100	04/26/19	04/26/19
* Transmitter and Repack	Multi	2018-2020	Complete/Not Closed Out	100	08/01/19	08/01/19
Addition to KET FCC Repacking - ancillary systems and equipment upgrades that the FCC program will not reimburse as well as replacement of microwave radios						
Energy & Environment Cabinet/Environmental Protection						
* Maxey Flats Cap	Fleming	2012-2014	Construction/Multiple Bid Packs			
Comments: Construction of the cap is complete. Periodic subsidence and erosion surveys are contracted to monitor the cap and drainages. Surveys are conducted in the Spring and Fall of each year.						
* State-Owned Dam Repair - Boltz Lake Dam	Grant	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Bullock Pen Lake Dam	Multi	Pool	Complete/In Warranty	100	08/02/21	08/02/21
Comments: Yearend warranty review meeting scheduled for 6/28/22						
* State-Owned Dam Repair - Clements Lake Dam	Rowan	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Scenic Lake Dam	Henderson	Pool	Complete/In Warranty	100	01/23/22	03/02/22
* State-Owned Dam Repair - Willisburg Lake Dam	Washington	Pool	A/E Selection			
Finance and Administration Cabinet/Facilities & Support Services						
* Air Handler Replacement and Repair - Central Lab	Franklin	2020-2022	In Construction	1	08/01/22	
Reallocation from Upgrade State Data Center Readiness (\$112,320) and Council of State Governments Building Complex (\$77,380)						
Comments: Delays in Equipment manufacturing will extend the Contract dates.						
Capitol Annex Exterior Repairs	Franklin	Other	Cancelled			
Authorization - House Bill 556 (2021 Regular Session)						

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* Capitol Campus Upgrade	Franklin	2020-2022	Design/Phase A			
Capitol Campus Upgrade, Phase II Authorization - House Bill 556 (2021 Regular Session)	Franklin	Other	Cancelled			
* DFSS Maintenance Pool - 2016-18 - L&N Structural Repair Reported to CPBOC on 8/15/2017	Jefferson	Pool	Complete/Closed Out	100	08/31/19	07/31/19
* DFSS Maintenance Pool - 2018-20 - Central Lab Boiler Replacement Reported to CPBOC on 10/15/2019 Comments: Researching some pitting of some of the water tubes.	Franklin	Pool	Complete/Not Closed Out	100	03/20/21	11/20/20
* DFSS Maintenance Pool - 2020-22 - Governor's Mansion Chiller and Water Line Reported to CPBOC on 7/30/2021 Comments: Chiller in place	Franklin	Pool	In Construction	99	06/30/22	
* DFSS Maintenance Pool - 2020-22 - Health Services Building, HVAC & Piping, Phase II Reported to CPBOC on 9/23/2021 Comments: Delays in manufacturing of fan coil units has delayed completion.	Franklin	Pool	In Construction	85	09/30/22	
* DFSS Maintenance Pool - 2020-22 - Libraries and Archives HVAC Replacement Reported to CPBOC on 5/19/2022 Comments: Project bid with multiple Unit Prices for selected Change Orders. Various Manufacturing delays will prolong this project.	Franklin	Pool	In Construction	5	02/05/23	
* DFSS Maintenance Pools - Halon System Replacement Reported to CPBOC on 11/19/2020 Comments: Awaiting final pay app from Contractor. Project is complete.	Franklin	Pool	In Construction	99	01/10/22	
* Elevator Upgrades Phase 1	Multi	2020-2022	In Construction	35	10/31/22	
* Emergency Generator Repair or Replacement, COT/CHR	Franklin	2018-2020	Complete/Not Closed Out	100	05/15/21	05/15/21
* Fourth Floor Capitol Renovation	Franklin	2020-2022	Design/Phase A			
* HVAC Replacement - CHR Building Comments: Equipment manufacturing delays continue to push the completion of this project.	Franklin	2016-2018	In Construction	99	03/05/23	
* HVAC Replacement and Repair COT Building Comments: Work on site is complete. Working through close out documents.	Franklin	2020-2022	In Construction	99	05/24/22	

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* Install Energy Management System Controls	Multi	2014-2016	Construction/Multiple Bid Packs			
* L&N Building Security and Structural Upgrades	Jefferson	2018-2020	Construction/Multiple Bid Packs			
* Upgrade Capitol Mechanical and Electrical System, Phase I	Franklin	2018-2020	Design/Phase C			
* Upgrade L&N Building	Jefferson	2016-2018	Complete/Not Closed Out	100	08/31/19	07/31/19

Finance and Administration Cabinet/Military Affairs

* DMA Boone National Guard Center Rear Access Control Point Comments: Project Bids 6/21/2022	Franklin	CPBOC-5/01/22	Bidding			
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General Government Cabinet/KY River Authority

Construct Lock and Dam 10	Multi	2016-2018	Complete/In Warranty	99	12/03/21	12/03/21
Design and Repair Dam 6	Woodford	2016-2018	Awaiting Initiation by Agency			
Design and Repair Dam 7	Jessamine	2016-2018	Awaiting Initiation by Agency			
Design and Repair Lock 5	Anderson	2020-2022	Awaiting Initiation by Agency			
Locks 2 and 3 Upper Guide Wall Repair	Multi	2020-2022	Design/Phase B			

General Government Cabinet/Military Affairs

* Armory Modernization and DMA Maintenance Pools - 2018-20 - DMA Lexington NGA Interior Upgrade Submitted as new project rather than reported as a pool allocation	Fayette	CPBOC-1/01/20	Complete/Not Closed Out	100	10/24/20	10/24/20
* Armory Modernization Pool - 2018-20 - DMA Leitchfield Readiness Center Assembly Hall Addition Reported to CPBOC on 10/15/2019	Grayson	Pool	Complete/Not Closed Out	100	03/15/21	03/15/21
Construct Industrial Building at Bluegrass Station Approved pursuant to KRS 45.763 Comments: waiting for agency initiation	Fayette	2018-2020	Awaiting Initiation by Agency			
Construct Multi-purpose Building Bluegrass Station Approved pursuant to KRS 45.763	Fayette	2018-2020	Awaiting Initiation by Agency			

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Comments: waiting for UA initiation						
Construct Response Group Building KyANG Phase 1	Jefferson	2018-2020	Complete/In Warranty		04/22/22	04/22/22
Construct Wendell H. Ford Regional Training Center Qualification Training Range	Muhlenberg	2018-2020	Cancelled			
Was not reauthorized in 2016-2018 budget and authorized as new project for 2018-2020						
DMA Appalachian Challenge Academy Upgrades	Harlan	CPBOC-5/01/22	In Construction	15	07/11/22	
* DMA Barbourville Readiness Center Latrine Upgrade	Knox	CPBOC-6/01/20	In Construction	75	10/04/22	
DMA Bluegrass Station Building 415 Modification	Fayette	CPBOC-7/01/20	Complete/Not Closed Out	100	03/08/21	03/08/21
* DMA Boone National Guard Center Emergency Operations Center Renovation	Franklin	CPBOC-8/01/19	Complete/Not Closed Out	100	08/21/20	09/22/20
* DMA Boone National Guard Center SEOC Window Replacement	Franklin	CPBOC-8/01/21	Planning			
* DMA Bowman Field Annex Readiness Center Interior Restoration	Jefferson	CPBOC-5/01/22	Bidding			
DMA Construct Burlington Field Maintenance Shop	Boone	CPBOC-5/01/22	Design/Phase A			
Comments: Just had project kick off meeting and awaiting site survey						
DMA Construct Joint Force Headquarters Boone National Guard Center	Franklin	CPBOC-1/01/20	In Construction	35	08/28/23	
DMA Harold L. Disney Training Site Mobile Operations Urban Training Site Enhancement	Knox	CPBOC-8/01/20	Complete/In Warranty	100	12/24/21	12/24/21
DMA Indoor Firing Range, Boone Center	Franklin	CPBOC-2/01/18	Cancelled			
Overseen by the Division of Real Properties						
DMA Interior Renovation Wellman Armory - Boone National Guard Center	Franklin	CPBOC-10/01/17	Complete/Not Closed Out	100	04/29/19	04/29/19
DMA Jackson Readiness Center Interior Restoration	Breathitt	CPBOC-8/01/21	Design/Phase C			
Comments: Awaiting direction from DMA to proceed						
DMA Kentucky Emergency Management Conditioned Storage/Multi-Purpose Building	Franklin	CPBOC-8/01/20	Cancelled			
DMA Murray Readiness Center Interior Restoration	Calloway	CPBOC-8/01/21	Awarding Contract			
DMA Records Holding Facility - Boone National Guard Center	Franklin	CPBOC-10/01/17	Complete/Not Closed Out	100	12/07/18	07/02/19

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DMA Richmond Field Maintenance Shop No. 4 Bay Addition	Madison	CPBOC-9/01/16	Complete/Not Closed Out	100	06/19/17	08/04/17
* DMA Richmond Readiness Center Interior Modernization	Madison	CPBOC-6/01/20	Complete/In Warranty	100	11/09/21	11/09/21
DMA Springfield Readiness Center Latrine Restoration	Washington	CPBOC-8/01/21	In Construction	71	07/14/22	
DMA Wendell H. Ford Regional Training Center 1103rd Military Police RC/Provost/Welcome Center	Muhlenberg	CPBOC-6/01/20	Complete/In Warranty	100	10/01/21	11/13/21
DMA Wendell H. Ford Regional Training Center Bridge	Muhlenberg	CPBOC-10/01/19	Complete/Not Closed Out	100	11/02/20	11/18/20
DMA Wendell H. Ford Regional Training Center Cypress Creek Restoration	Muhlenberg	CPBOC-8/01/19	Design/Phase C			
DMA Wendell H. Ford Regional Training Center Fire Station Addition	Muhlenberg	CPBOC-6/01/20	Complete/In Warranty	100	09/02/21	09/27/21
DMA Wendell H. Ford Regional Training Center Multipurpose Athletic Field	Muhlenberg	CPBOC-6/01/20	Complete/Not Closed Out	100	05/27/21	05/27/21
Install Solar Panels at Armories Statewide	Multi	2018-2020	Construction/Multiple Bid Packs			
Comments: RFP-48-22 DMA - BNGC MEDCOM Solar & Lighting design-build is ongoing						

General Government Cabinet/Veterans' Affairs

* Construct Bowling Green Veterans Center	Warren	2020-2022	Awaiting Initiation by Agency			
* Construct Fourth State Veterans' Nursing Home	Hardin	2012-2014	Complete/Closed Out	100	04/21/17	04/20/17
* Design for Bowling Green Nursing Home Authorization - House Bill 24 (2020 Regular Session)	Warren	Other	Awarding Contract			
Emergency Replacement Nurse Call System - Western KY Veterans' Center	Hopkins	CPBOC-11/01/20	In Construction	50	08/31/22	
Improve/Expand Pavement and Parking Areas	Multi	2020-2022	Complete/In Warranty	100	10/18/21	10/18/21
* Nurse Call System	Multi	2018-2020	In Construction	90	08/16/22	
Comments: Various delays primarily due to COVID access restrictions.						
Replace Cooling Tower - Eastern Kentucky Veterans Center	Perry	2020-2022	Design/Phase C			

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Replace Steam Boiler - Thomson-Hood Veterans Center	Jessamine	2020-2022	Cancelled			
Health and Family Services Cabinet/Behavioral Health						
* CHFS Maintenance Pools - Kentucky Correctional Psychiatric Center Roof Replacement Reported to CPBOC on 5/18/2021 (allocations from 2018-20 and 2020-22 bond-funded maintenance pools)	Oldham	Pool	Complete/In Warranty	100	03/24/22	04/22/22
* CHFS Maintenance Pools - Western State Hospital - HVAC Repairs and Patient Safety Enhancements Reported to CPBOC on 6/18/2019 (allocations from 2014-16, 2016-18, and 2018-20 bond-funded maintenance pools)	Christian	Pool	Complete/Not Closed Out	100	03/17/21	03/18/21
* Electrical & Telecom Upgrade-Western State Hospital Phase II	Christian	2018-2020	Bidding			
* Electrical System Upgrade at Western State Hospital - Design	Christian	2012-2014	Design/Phase C			
* HVAC System Replacement - Hazelwood Comments: Phase 1 is complete. Phase 2 posting for bid in the coming weeks.	Jefferson	2018-2020	Construction/Multiple Bid Packs			
* Oakwood Renovate/Replace Cottages - Phase II Comments: holding plans until phase 1 construction is completed and residents moved in.	Pulaski	2020-2022	Design/Phase C			
* Renovate/Replace Cottages - Oakwood, Phase I Comments: Substantial Completion date met. Now in final completion punch list mode.	Pulaski	2018-2020	In Construction	99	03/04/22	
* Western State Hospital-Electrical Upgrade - Phase III	Christian	2020-2022	Design/Phase A			
* Western State Hospital-Electrical Upgrade-Phase I	Christian	2016-2018	Complete/Not Closed Out	100	03/01/21	04/26/19
Justice and Public Safety Cabinet/Corrections						
* Corrections Maintenance Pool - 2016-18 - Reformatory Psychiatric Treatment Unit HVAC Replacement Reported to CPBOC on 2/21/2017	Oldham	Pool	Planning			
* Corrections Maintenance Pools - Green River Correctional Complex Security Control for Buildings Reported to CPBOC on 8/19/2020 (allocations from 2018-20 and 2020-22 bond-funded maintenance pools) Comments: Numerous issues with Contractor submittals and Shop Drawings.	Muhlenberg	Pool	In Construction	5	01/13/22	

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* Demolish and Repair Tower Kentucky State Reformatory Reallocation from Stabilization of Dorm 8 Kentucky State Reformatory (\$4.155 million) and Repair and Stabilize Tower Kentucky State Reformatory (\$3.716 million) \$4.2 million of the \$7.871 million in bond funds authorized was reallocated to Design Relocation of Corrections Medical Facility	Oldham	2018-2020	Cancelled			
* Design of the Expansion of Little Sandy Correctional Complex	Elliott	2020-2022	Design/Phase C			
* Design Relocation of Corrections Medical Facility Reallocation from the Demolish and Repair Tower Kentucky State Reformatory (\$4,200,000) and Replace Perimeter Fence, Kentucky State Reformatory (\$2,800,000)	Oldham	2020-2022	Design/Phase C			
* Kentucky Correctional Institution for Women-Sewer Plant/Line Comments: Preparing easements and permits.	Shelby	2016-2018	Design/Phase C			
* Repair and Stabilize Tower Kentucky State Reformatory \$3.716 million of the \$3.797 million in bond funds authorized was reallocated to Demolish & Repair Tower KSR	Oldham	2016-2018	Cancelled			
* Repair/Replace Roofs - Eastern Kentucky Correctional Complex	Morgan	2020-2022	In Construction	67	07/30/22	
* Replace Perimeter Fence, Kentucky State Reformatory \$2.8 million of the \$3.116 million in bond funds authorized was reallocated to Design Relocation of Corrections Medical Facility	Oldham	2018-2020	Cancelled			
* Stabilization of Dorm 8 Kentucky State Reformatory \$4.155 million in bond funds authorized was reallocated to Demolish and Repair Tower KSR	Oldham	2016-2018	Cancelled			

Justice and Public Safety Cabinet/Criminal Justice Training

Bizzack Complex HVAC Repair/Replacement Comments: Final Phase is 50% complete	Madison	2016-2018	Construction/Multiple Bid Packs			
Criminal Justice Training Maintenance Pool - 2020-22 - Schwendeman-Thompson HVAC & Bldng Sys Upgrade Reported to CPBOC on 9/23/2021 Comments: Various delays due to scheduling conflicts and equipment delays.	Madison	Pool	In Construction	65	07/01/22	
Funderburk Building HVAC Upgrade	Madison	2016-2018	Construction/Multiple Bid Packs			

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Comments: Final Phase is 50% complete						
Funderburk Building HVAC Upgrade Emergency	Madison	CPBOC-10/01/15	Complete/Not Closed Out	100	11/08/16	11/08/16
Justice and Public Safety Cabinet/Secretary's Office						
* Medical Examiner Office - Renovation of Bingham Building	Jefferson	CPBOC-10/01/15	Complete/Closed Out	100	01/31/17	01/31/17
Postsecondary Education Cabinet/Eastern Kentucky University						
* Construct Science Building - Phase 2 and 3	Madison	2014-2016	Complete/Not Closed Out	100	10/25/17	08/17/17
Construct Student Athlete Support Facility	Madison	2014-2016	Complete/Closed Out		04/30/19	04/30/19
Account will remain open until Renovate/Improve Athletics Facilities project is complete						
Renovate/Improve Athletics Facilities	Madison	2014-2016	Complete/Closed Out	100	10/01/17	10/05/17
Postsecondary Education Cabinet/Kentucky State University						
Acquire Land/Campus Master Plan - 2020-2022	Franklin	2020-2022	Awaiting Initiation by Agency			
Center for Families and Children	Franklin	CPBOC-12/01/08	Complete/Not Closed Out	100	12/02/11	12/29/11
Construct New Residence Hall	Franklin	2020-2022	Other			
Approved pursuant to KRS 45.763 CPBOC approved development agreement on April 20, 2021 Comments: Managed by agency						
Kentucky State University Old Federal Building Renovation, Phase I	Franklin	CPBOC-12/01/09	Complete/Not Closed Out	100	07/20/12	07/20/12
Mold Remediation and Mechanical Repairs - The Halls	Franklin	CPBOC-2/01/19	Complete/Not Closed Out	100	07/26/19	07/26/19
Renovate Atwood Agricultural Research Building	Franklin	2012-2014	Complete/Not Closed Out	100	09/21/20	09/21/20
Renovate Hunter Hall	Franklin	CPBOC-7/01/21	In Construction	74	09/01/22	
* Repair Boilers and Aging Distribution Lines	Franklin	2014-2016	Construction/Multiple Bid Packs			
Comments: Primary Bid Packs are complete. Awaiting determination from Agency for next bid packs.						
Postsecondary Education Cabinet/KY Community and Technical College System						

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Acquire and Improve Parking Lots - Jefferson CTC	Multi	2020-2022	Construction/Multiple Bid Packs			
Const Advanced Technology Ctr. Phase II - Owensboro CTC	Daviess	2014-2016	Complete/Closed Out	100	11/15/17	02/08/18
* Construct Advanced Manufacturing Facility - Bluegrass CTC	Scott	2014-2016	Complete/Not Closed Out	100	12/28/17	12/28/17
Construct Ag Health & Career Tech - Hopkinsville CC Ph I	Christian	2014-2016	Complete/Not Closed Out	100	07/10/19	09/16/19
Construct Arts and Humanities Building - Somerset CC North	Pulaski	2014-2016	Planning			
Construct Fire Commission Five Story Training Drill Tower	Muhlenberg	2020-2022	Other			
Comments: On hold is not an option in the menu. Project being held for now pending results of Rebid efforts for classroom building						
Construct Fire Commission NRPC Classroom Building	Muhlenberg	2020-2022	Revising/Rebidding			
Construct Instructional Complex - Southcentral CTC	Warren	2014-2016	Complete/Not Closed Out	100	03/14/18	03/14/18
Construct National Responder Preparedness Center Parking Lot (Driving Course) - Fire Commission	Muhlenberg	2018-2020	Complete/Not Closed Out	100	01/20/21	01/04/21
Construct New Entrance - Leestown - Bluegrass CTC	Fayette	2016-2018	Complete/Not Closed Out	100	08/28/17	09/21/17
Construct State Fire Rescue Training Area 7 Building	Boone	2016-2018	Complete/Closed Out	100	11/14/18	11/14/18
Construct Technology Dr Campus Expansion-Ashland CTC	Carter	2018-2020	Cancelled			
Construct/Procure Transportation Center - Elizabethtown CTC	Hardin	2020-2022	Awaiting Initiation by Agency			
Design and Construct Newtown Campus, Phase I - Bluegrass CTC	Fayette	2012-2014	Complete/Not Closed Out	100	07/28/14	07/28/14
Expansion of Pikeville Campus - Big Sandy CTC	Pike	2014-2016	Planning			
KCTCS Property Acquisitions Pools - 2020-22 - Fire Commission, Main Office/Area 15 CPAT & Training Reported to CPBOC on 9/16/2020	Bourbon	Pool	Awaiting Initiation by Agency			
KCTCS Property Acquisitions Pools - 2020-22 - Land Acquisition, Somerset Community College	Pulaski	Pool	Other			

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Reported to CPBOC on 5/19/2022						
Comments: Managed by agency						
Newtown Campus Expansion - Bluegrass CTC	Fayette	2014-2016	Complete/Closed Out	100	12/12/17	12/12/17
Renovate Advance Manufacturing & Construction Ctr-Hazard CTC	Perry	2020-2022	Design/Phase A			
Renovate Building A - Main Campus, SKYCTC	Warren	CPBOC-7/01/19	Cancelled			
Renovate Dental Hygiene Clinic - Big Sandy CTC - Mayo Campus	Johnson	2018-2020	In Construction	30	08/22/22	
Renovate Industrial Education Building - Hazard CTC	Perry	2020-2022	Design/Phase A			
Renovate Instructional Space - Gateway CTC	Multi	2020-2022	Cancelled			
Renovate Newtown Campus North Buildings - Bluegrass CTC	Fayette	2020-2022	Design/Phase A			
Comments: Bid Pack 1 was completed, bid and have GC awarded. Working on BP-2.						
Renovate Parking Lot and Sidewalks - West Ky CTC	McCracken	2020-2022	Cancelled			
Renovate Student Center Building - Elizabethtown CTC	Hardin	2016-2018	In Construction	15	02/14/23	
Replace HVAC System Phase I - Owensboro CTC	Daviess	2018-2020	Other			
Comments: Agency deciding on whether to proceed with project						
Site and Infrastructure Improvements - Somerset CC	Pulaski	2014-2016	Planning			
Upgrade Newtown Campus Buildings and Infrastructure - Bluegrass	Fayette	2016-2018	In Construction	99	04/01/22	
Comments: Substantial Completion and now working on Final.						
Upgrade Welding Shop - Big Sandy CTC - Mayo Campus	Johnson	2018-2020	Complete/In Warranty	100	07/17/21	07/17/21
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Bluegrass CTC, Danville	Boyle	Pool	Complete/Not Closed Out	100	03/09/21	01/26/21
\$2.736 million bond funded Workforce Development Construction Pool allocation with use of \$5 million in restricted funds authorized in HB 200; pool allocation reported to CPBOC on 8/21/2018.						
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Jefferson CTC, Downtown	Jefferson	Pool	Complete/Not Closed Out	100	09/30/21	09/30/21
Match for \$15.2 million bond funded Workforce Development Construction Pool allocation was approved by CPBOC on 9/19/2017.						
Workforce Development Construction Pool - Constr. Community Intergenerational Ctr. -Hazard CTC, Lees	Breathitt	2014-2016	Complete/Not Closed Out	100	12/28/19	10/09/19

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\$2 million for the design portion was authorized in HB 235 as a KCTCS BuildSmart Investment for Kentucky Competitiveness project. Match for \$2.88 million bond funded Workforce Development Construction Pool allocation was approved by CPBOC on 9/19/2017.						
Workforce Development Construction Pool - Renovate Leestown Campus - Bluegrass CTC	Fayette	2016-2018	Pending Authorization			
\$3.04 million bond funded Workforce Development Construction Pool allocation with use of \$2.935 million of the \$6 million in restricted funds authorized in HB 303; pool allocation reported to CPBOC on 2/20/2018. Comments: Waiting for UA to initiate						
* Workforce Development Construction Pool - Renovate/ Equip Manufacturing Labs - West Kentucky CTC	McCracken	Pool	Complete/Not Closed Out	100	11/30/18	11/30/18
\$3.04 million bond funded Workforce Development Construction Pool allocation was reported to CPBOC on 9/19/2017.						
* Workforce Development Construction Pool - Renovate/ Equip Manufacturing Labs -Owensboro CTC, Downtwn	Daviess	Pool	Complete/Not Closed Out	100	04/12/19	04/12/19
Match for \$2.858 million bond funded Workforce Development Construction Pool allocation was approved by CPBOC on 9/19/2017.						
* Workforce Development Construction Pool - Welding Facility Renov./Training Lab Addit. - Hopkinsville	Christian	Pool	Complete/Not Closed Out	100	09/11/20	09/11/20
The \$1.6 million restricted funds authorization in HB 303 will not be used for the \$321,180 restricted funds match. Match for \$2.353 million bond funded Workforce Development Construction Pool allocation was approved by CPBOC as a scope increase on 2/20/18.						

Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources

Ballard Wildlife Management Area "Big Pump"	Ballard	CPBOC-5/01/22	Planning			
Comments: Working towards formal agreement with Ducks Unlimited to initiate formal design.						
Camp Currie Dining Hall Construction	Marshall	2016-2018	Complete/Not Closed Out	100	05/01/18	05/25/18
Comments: Warranty Phase						
FILO Office Space	Franklin	2016-2018	Complete/Not Closed Out	100	03/01/18	04/26/18
FILO Stream Mitigation Projects Pool - Bender Hollow	Lincoln	Pool	Design/Phase A			
Reported to CPBOC on 10/21/2021						
FILO Stream Mitigation Projects Pool - Big Farm	Bath	Pool	Complete/In Warranty	100	02/08/22	02/08/22
Reported to CPBOC on 9/20/2016						
FILO Stream Mitigation Projects Pool - Big Rivers Wetland	Multi	Pool	Design/Phase A			
Reported to CPBOC on 10/21/2021						

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FILO Stream Mitigation Projects Pool - Blue Spring Creek Reported to CPBOC on 4/14/2020	Trigg	Pool	In Construction	46	02/09/23	
FILO Stream Mitigation Projects Pool - Burnett Branch Reported to CPBOC on 10/21/2021 Land Acquisition from Kentucky Heritage Land Conservation Fund (partnership with KDOW Wild Rivers program) reported to the committee on 11/15/2011	Multi	Pool	Design/Phase C			
FILO Stream Mitigation Projects Pool - Crow Creek Reported to CPBOC on 9/23/2021	Clinton	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - East Fork Indian Creek Repair Reported to CPBOC on 9/23/2021 - Addition to Completed FILO-East Fork Indian River (C40N)	Menifee	Pool	Complete/In Warranty	100	03/01/22	03/01/22
FILO Stream Mitigation Projects Pool - Goose Creek Reported to CPBOC on 4/18/2017	Casey	Pool	Complete/Not Closed Out	100	06/26/20	03/01/20
FILO Stream Mitigation Projects Pool - Horse Mill Reported to CPBOC on 1/18/2022	Morgan	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Little Sexton Reported to CPBOC on 5/19/2022	Multi	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Mabry Wildlife Management Area 2 Design Build Combination of Laurel Creek Gorge #2, Laurel Creek Gorge (Smith), and Mart Whitt Fork Laurel Creek Gorge #2 and Mart Whitt Fork reported to committee on 7/18/2017	Elliott	Pool	In Construction	75	11/01/22	
FILO Stream Mitigation Projects Pool - Minor's Creek Reported to CPBOC on 10/17/2017	Multi	Pool	Complete/Not Closed Out	100	04/09/19	04/09/19
FILO Stream Mitigation Projects Pool - Morgan County Extension Wetland Reported to CPBOC on 10/21/2021	Morgan	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek I Reported to CPBOC on 1/18/2022	Boone	Pool	Design/Phase A			

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FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek II Reported to CPBOC on 10/21/2021	Boone	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek III Reported to CPBOC on 10/21/2021	Boone	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Rich Wildlife Management Area - Red Oak Creek Reported to CPBOC on 6/19/2018	Owen	Pool	Complete/Not Closed Out	100	03/01/19	03/01/19
FILO Stream Mitigation Projects Pool - Rock Lick Will be reported to committee after design phase	Fleming	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Ross Creek Land Acquisition and Construction Reported to CPBOC on 2/19/2013 and 5/19/2020	Multi	Pool	Complete/Not Closed Out	100	06/01/20	06/01/20
FILO Stream Mitigation Projects Pool - Ross Creek III, Lee County Will be reported to committee after design phase	Lee	Pool	Awaiting Initiation by Agency			
FILO Stream Mitigation Projects Pool - Stream Restoration Otter Creek Reported to CPBOC on 10/21/2021	Meade	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Whites Creek Reported to CPBOC on 10/21/2021	Boyd	Pool	Design/Phase C			
FILO Stream Mitigation Projects Pool - Wolf Run Jefferson County Memorial Forest Reported to CPBOC on 10/21/2021	Jefferson	Pool	Design/Phase A			
Veteran's Memorial Wildlife Management Area - Public Shooting Range Comments: Project is in Design/Phase C.	Scott	CPBOC-5/01/22	Design/Phase C			

Tourism, Arts & Heritage Cabinet/KY Center for the Arts

* KCA - Barrel Vault Roof and Ceiling Repairs	Jefferson	CPBOC-3/01/18	Cancelled			
KCA - Fire Damage Restoration	Jefferson	CPBOC-9/01/18	Complete/Not Closed Out		03/10/20	03/10/20

Tourism, Arts & Heritage Cabinet/Parks

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Fort Boonesborough - Parkwide - Flood Reconstruction	Madison	CPBOC-7/01/21	In Construction	90	07/31/22	
* HB 268 and KDP Maintenance (2018-20) Pools - Barren River Lodge Exterior Repairs and Reroof Reported to CPBOC on 1/21/2020 Comments: Agency in process of closing account	Barren	Pool	Complete/Not Closed Out	100	10/27/20	10/27/20
* HB 268 and KDP Maintenance (2018-20) Pools - General Burnside Campground Improvements Reported to CPBOC on 4/14/2020	Pulaski	Pool	Complete/Not Closed Out	100	11/27/20	11/27/20
* HB 268 Pool - Water and Sewer Upgrades - West Reported to CPBOC on 5/18/2021 Comments: Preparing bid documents for water system improvements at Lake Barkley SRP and sewer system improvements at Lake Barkley and Kentucky Dam Village SRPs. Discussing MOAs with utilities to receive park sewers.	Multi	Pool	Design/Phase C			
* Kentucky Infrastructure Authority Water and Sewer Project - Taylorsville Lake Sewer System Impr. \$796,000 Infrastructure Revolving Loan Program (Fund B) loan approved by CPBOC on 2/20/2018, with \$60,000 general fund allocation (appropriation increase) approved by CPBOC on 4/13/2018 from the House Bill 10 (2016 Regular Session) Parks Renovations and Repairs pool	Spencer	Pool	Complete/Closed Out		06/30/20	06/30/20
Lake Barkley Lodge Fire Repairs	Trigg	CPBOC-4/01/22	In Construction	10	08/19/22	
* Upgrade Guest Accommodations	Multi	2014-2016	Construction/Multiple Bid Packs			
Tourism, Arts & Heritage Cabinet/State Fair Board						
* Agricultural Development Board - Cardinal Stadium Demolition (Kentucky Exposition Center) Reported to CPBOC on 8/21/2018	Jefferson	Pool	Complete/Not Closed Out	100	07/29/22	07/29/22
* Agricultural Development Board - Deferred Maintenance and Renovation (Kentucky Exposition Center) Comments: Managed by agency	Jefferson	Pool	Other			
* Agricultural Development Board - Entry Gate Remodel (Kentucky Exposition Center)	Jefferson	Pool	Construction/Multiple Bid Packs			
* Agricultural Development Board - Freedom Hall Make-Up Ring	Jefferson	Pool	Complete/Not Closed Out	100	03/10/20	02/01/22

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Reported to CPBOC on 8/27/2019						
* Freedom Hall Sewer Line Replacement	Jefferson	2014-2016	Complete/Not Closed Out	100	08/24/17	08/24/17
* Kentucky Exposition Center Roof Repair	Jefferson	2016-2018	Complete/Closed Out	100	03/24/17	03/24/17
* Ky International Convention Center Renovation and Expansion	Jefferson	2014-2016	Complete/Not Closed Out	100	11/01/18	11/01/18
* Ky International Convention Center Roof Replacement	Jefferson	2018-2020	Complete/Not Closed Out	100	03/10/20	03/10/20
* Prestonia Grounds and Infrastructure Improvements	Jefferson	2020-2022	Construction/Multiple Bid Packs			
South Wing & Associated Areas - Hail Damage (Kentucky Exposition Center)	Jefferson	CPBOC-11/01/15	Complete/Closed Out	100	03/24/17	03/24/17

Transportation Cabinet/Department of Highways

* Transportation Warehouse Facility Renovation or Replacement	Franklin	2020-2022	Complete/In Warranty	100	04/08/22	03/15/22
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Transportation Cabinet/Gen Admin & Support (Transp)

* Bullitt County Welcome Center	Bullitt	CPBOC-10/01/19	Complete/Not Closed Out	100	05/25/20	05/25/20
* Construct Ballard County Maintenance Facility and Salt Storage Structure Comments: Maintenance building will bid in July	Ballard	2012-2014	Bidding			
* Construct Casey County Maintenance Facility	Casey	2020-2022	In Construction	69	06/24/22	
* Construct Clay County District 11 Office Reallocation from Construct Manchester (D-11) District Office (\$7.445 million)	Clay	2018-2020	Planning			
* Construct Crittenden County Maintenance Facility and Salt Storage Structure Was not reauthorized in 2016-2018 budget and authorized as new project for 2018-2020	Crittenden	2018-2020	Complete/Not Closed Out	100	09/11/20	09/11/20
* Construct Henderson County Maintenance Facility and Salt Storage Structure	Henderson	2012-2014	Complete/Not Closed Out	100	07/15/18	07/02/18
* Construct Hopkins County Maintenance Facility and Salt Storage Structure	Hopkins	2018-2020	Revising/Rebidding			
* Construct Manchester (D-11) District Office \$6.6 million (2014-2016) and \$845,000 (2016-2018) from the road fund was reallocated to Construct Clay County District 11 Office	Clay	2014-2016	Cancelled			

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* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	Muhlenberg	2012-2014	Complete/Not Closed Out		07/08/18	07/05/18
* Construct Nicholas County Maintenance/Salt Structure	Nicholas	2020-2022	Complete/In Warranty	100	04/29/22	04/29/22
* Construct Whitley County Maintenance/Salt Structure \$1.5 million from the road fund was reallocated to Design District 6 Office and Materials Lab	Whitley	2020-2022	Awaiting Initiation by Agency			
* Design District 6 Office and Materials Lab	Kenton	2020-2022	Design/Phase C			
Hart County Rest Area	Hart	CPBOC-1/01/17	Complete/Closed Out	100	06/23/17	06/23/17
* Simpson County Welcome Center	Simpson	CPBOC-9/01/19	Complete/Not Closed Out	100	12/08/20	12/01/20

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<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
Education and Labor Cabinet/Education Dept			
* KSB Howser Hall Renovation	07/13/20	\$27,683.70	In process of being closed out
* KSB McDaniel/Scoggin Educational Building	10/02/19	\$20,195.40	Project in process of being closed out
* KSD High Voltage Electrical Service System	11/30/19	\$12,527.78	Waiting on agency to close account.
* KSD New Elementary Building	03/21/20	\$61,694.97	Waiting for agency to close account
Education and Labor Cabinet/KY Educational Television			
KET FCC Repacking	05/26/20	\$5,770,972.92	Reviewing with agency regarding closeout
* Transmitter and Repack	09/01/20	\$432,969.45	Reviewing with Agency regarding closeout
Finance and Administration Cabinet/Facilities & Support Services			
* DFSS Maintenance Pool - 2018-20 - Central Lab Boiler Replacement	12/20/21	\$78,411.59	Researching some pitting of some of the water tubes.
* Emergency Generator Repair or Replacement, COT/CHR	06/15/22	\$9,000.00	Looking to use remaining funds to add to controls system
* Upgrade L&N Building	08/31/20	\$519,719.14	Agency is reviewing potential additional work.
General Government Cabinet/Military Affairs			
* Armory Modernization and DMA Maintenance Pools - 2018-20 - DMA Lexington NGA Interior Upgrade	11/24/21	\$40,787.00	closing project with agency now.
* Armory Modernization Pool - 2018-20 - DMA Leitchfield	04/15/22	\$12,685.83	Agency in process of closing
Readiness Center Assembly Hall Addition			
DMA Bluegrass Station Building 415 Modification	04/08/22	\$34,000.00	trying to close project out with Using Agency
* DMA Boone National Guard Center Emergency Operations Center Renovation	10/22/21	\$37,928.98	Waiting for agency to close account.
DMA Interior Renovation Wellman Armory - Boone National Guard Center	05/29/20	\$112,925.06	Agency - DMA will need to close this account.
DMA Records Holding Facility - Boone National Guard Center	08/02/20	\$109,457.22	Agency - DMA will need to close this account
DMA Richmond Field Maintenance Shop No. 4 Bay Addition	09/04/18	\$78,241.00	trying to closeout with Using Agency
DMA Wendell H. Ford Regional Training Center Bridge	12/18/21	\$44,299.99	Awaiting agency
DMA Wendell H. Ford Regional Training Center Multipurpose Athletic Field	06/27/22	\$3,500.00	awaiting agency
Health and Family Services Cabinet/Behavioral Health			

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* CHFS Maintenance Pools - Western State Hospital - HVAC Repairs and Patient Safety Enhancements	04/18/22	\$80,307.89	The paint coatings and floor coatings in multiple bathing suites failed. Contractor is correcting issues. Project will be closed when warranty repairs are completed.
* Western State Hospital-Electrical Upgrade-Phase I	05/26/20	\$20,161.22	awaiting agency
Justice and Public Safety Cabinet/Criminal Justice Training			
Funderburk Building HVAC Upgrade Emergency	12/08/17	\$26,700.00	Fund has been requested to be closed.
Postsecondary Education Cabinet/Eastern Kentucky University			
* Construct Science Building - Phase 2 and 3	09/17/18	\$25,543,523.62	Waiting for agency to close project
Postsecondary Education Cabinet/Kentucky State University			
Center for Families and Children	01/29/13	\$1.00	trying to close-out with Using Agency
Kentucky State University Old Federal Building Renovation, Phase I	08/20/13	\$5,250.00	trying to close-out with Using Agency
Mold Remediation and Mechanical Repairs - The Halls	08/26/20	\$32,812.56	Funds are being used for Design of New Makeup Air system.
Renovate Atwood Agricultural Research Building	10/21/21	\$27,655.93	KY State University will need to close this account
Postsecondary Education Cabinet/KY Community and Technical College System			
* Construct Advanced Manufacturing Facility - Bluegrass CTC	01/28/19	\$101,000.00	trying to closeout with Using Agency
Construct Ag Health & Career Tech - Hopkinsville CC Ph I	10/16/20	\$607,399.95	awaiting agency
Construct Instructional Complex - Southcentral CTC	04/14/19	\$37,842.10	Waiting for agency to close account
Construct National Responder Preparedness Center Parking Lot (Driving Course) - Fire Commission	02/04/22	\$831,109.14	awaiting agency, phase 2 utilities are pending
Construct New Entrance - Leestown - Bluegrass CTC	10/21/18	\$168,000.00	Trying to closeout with Using Agency
Design and Construct Newtown Campus, Phase I - Bluegrass CTC	08/28/15	\$1.00	Trying to closeout with Using Agency
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Bluegrass CTC, Danville	02/26/22	\$10,000.00	Trying to closeout with Using Agency
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Jefferson CTC, Downtown	10/30/22	\$5,204,309.35	Agency is reviewing potential additional work that may be accomplished.
Workforce Development Construction Pool - Constr. Community Intergenerational Ctr. -Hazard CTC, Lees	11/09/20	\$9,583.00	Trying to closeout project with Using Agency
* Workforce Development Construction Pool - Renovate/ Equip Manufacturing Labs - West Kentucky CTC	12/30/19	\$105,836.55	awaiting agency

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* Workforce Development Construction Pool - Renovate/ Equip Manufacturing Labs -Owensboro CTC, Downtwn	05/12/20	\$42,013.51	awaiting agency
* Workforce Development Construction Pool - Welding Facility Renov./Training Lab Addit. - Hopkinsville	10/11/21	\$390,784.21	awaiting agency
Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources			
Camp Currie Dining Hall Construction	06/25/19	\$320,871.77	Warranty Phase
FILO Office Space	05/26/19	\$32,502.16	auto garage doors and awnings are still to be paid for out of this capital fund
FILO Stream Mitigation Projects Pool - Goose Creek	04/01/21	\$19,115.56	funds remain encumbered for the monitoring phase of the project.
FILO Stream Mitigation Projects Pool - Minor's Creek	05/09/20	\$144,741.52	funds remain encumbered for the monitoring of the project.
FILO Stream Mitigation Projects Pool - Rich Wildlife Management Area - Red Oak Creek	04/01/20	\$1,022,188.33	funds remain encumbered for monitoring phase of project
FILO Stream Mitigation Projects Pool - Ross Creek	07/01/21	\$779,415.04	funds remain encumbered for monitoring phase of project
Tourism, Arts & Heritage Cabinet/KY Center for the Arts			
KCA - Fire Damage Restoration	04/10/21	\$2,405,808.98	Agency is reviewing potential additional work that may be accomplished.
Tourism, Arts & Heritage Cabinet/Parks			
* HB 268 and KDP Maintenance (2018-20) Pools - Barren River Lodge Exterior Repairs and Reroof	11/27/21	\$17,624.84	Agency in process of closing account
* HB 268 and KDP Maintenance (2018-20) Pools - General Burnside Campground Improvements	12/27/21	\$22,186.49	Parks has not closed out Fund C9F2
Tourism, Arts & Heritage Cabinet/State Fair Board			
* Agricultural Development Board - Cardinal Stadium Demolition (Kentucky Exposition Center)	08/29/23	\$9,623.12	Agency is reviewing potential additional work that may be accomplished.
* Agricultural Development Board - Freedom Hall Make-Up Ring	03/01/23	\$3,143.46	Agency is reviewing potential additional work that may be accomplished.
* Freedom Hall Sewer Line Replacement	09/24/18	\$317,180.20	Agency looking at ways to spend remaining funds
* Ky International Convention Center Renovation and Expansion	12/01/19	\$256,085.81	Finishing minor touch ups to the facility
* Ky International Convention Center Roof Replacement	04/10/21	\$503,596.36	Agency is reviewing potential additional work that may be accomplished.

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Transportation Cabinet/Gen Admin & Support (Transp)			
* Bullitt County Welcome Center	06/25/21	\$13,842.76	Waiting on Agency to close.
* Construct Crittenden County Maintenance Facility and Salt Storage Structure	10/11/21	\$107,921.12	awaiting agency
* Construct Henderson County Maintenance Facility and Salt Storage Structure	08/02/19	\$5,979.89	awaiting agency
* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	08/05/19	\$5,979.89	awaiting agency
* Simpson County Welcome Center	01/01/22	\$45,064.09	awaiting agency

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Postsecondary Education Cabinet/Eastern Kentucky University						
Academic Computing Pool Comments: This project will upgrade the computing equipment and capabilities in central academic computing. Upgrades are initiated on a continuous cycle as advancements in technology occurs.	Madison	2020-2022	Other			
Administrative Computing Pool Comments: This pool supports the necessary equipment, hardware and software to serve the Administrative Computing function of the University.	Madison	2020-2022	Other			
Campus Data Network Pool Comments: This pool will support new hardware for communication, safety and security service delivery.	Madison	2020-2022	Other			
Campus Infrastructure Upgrade Approved pursuant to KRS 45.763	Madison	2020-2022	Awaiting Initiation by Agency			
Commonwealth Hall Partial Repurposing and Renovation	Madison	2020-2022	Awaiting Initiation by Agency			
Construct Alumni and Welcome Center	Madison	2020-2022	Awaiting Initiation by Agency			
* Construct Aviation/Aerospace Instructional Facility	Madison	2020-2022	Awaiting Initiation by Agency			
Construct Regional Health Facility	Madison	2020-2022	Awaiting Initiation by Agency			
Construct Student Health Center	Madison	2020-2022	Awaiting Initiation by Agency			
Construct Student Life Facilities	Madison	2016-2018	In Construction	94	10/31/22	
Demolish Building Pool	Madison	2020-2022	Awaiting Initiation by Agency			
Improve Campus Pedestrian, Parking and Transport	Madison	2018-2020	Awaiting Initiation by Agency			
Innovation and Commercialization Pool	Madison	2020-2022	Awaiting Initiation by Agency			
Miscellaneous Maintenance Pool - 2020-2022 Sub-project: Miscellaneous Maintenance Pool - 2020-2022 (Replace Campbell Building HVAC) Miscellaneous Maintenance Pool - 2020-2022 (Replace Ramsey Heat Plant Boiler 5)	Madison	2020-2022	Multiple Subprojects			
Miscellaneous Maintenance Pool - 2020-2022 (Replace Campbell Building HVAC)	Madison	2020-2022	Bidding			
Miscellaneous Maintenance Pool - 2020-2022 (Replace Ramsey Heat Plant Boiler 5)	Madison	2020-2022	In Construction	1	10/31/22	
Natural Areas Improvement Pool	Madison	2020-2022	Awaiting Initiation by Agency			

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Property Acquisitions Pool Approved pursuant to KRS 45.763	Madison	2020-2022	Awaiting Initiation by Agency			
Renovate Mechanical Systems Pool	Madison	2020-2022	Awaiting Initiation by Agency			
Repair/Replace Infrastructure/Building System Pool	Madison	2020-2022	Awaiting Initiation by Agency			
Replace and Renovate Student Housing Approved pursuant to KRS 45.763	Madison	2020-2022	Awaiting Initiation by Agency			
Residence Hall Renovation Pool	Madison	2020-2022	Awaiting Initiation by Agency			
Steam Line Upgrades Approved pursuant to KRS 45.763	Madison	2020-2022	Awaiting Initiation by Agency			
University Services Space	Madison	2020-2022	In Construction	97	07/15/22	
Upgrade and Improve Residence Halls	Madison	2020-2022	Awaiting Initiation by Agency			
Upgrade Building Management System Controls Comments: 100% Federally Funded Capital Project This information technology capital project appropriation will improve building system reliability, indoor ventilation and air quality along with building automation systems via a campus wide graphical user interface that will utilize and upgrade multiple building supervisory control systems.	Madison	CPBOC-4/01/22	In Construction	57	09/30/22	
Upgrade/Improve Athletics Facilities/Fields Pool Approved pursuant to KRS 45.763	Madison	2020-2022	Awaiting Initiation by Agency			

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Reporting Agency: Morehead State University

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Postsecondary Education Cabinet/Morehead State University						
Capital Renewal and Maintenance Pool - Auxiliary	Rowan	2020-2022	Awaiting Initiation by Agency			
Comply with ADA - Auxiliary	Rowan	2020-2022	Awaiting Initiation by Agency			
Construct New Residence Hall	Rowan	2020-2022	Awaiting Initiation by Agency			
Construct New Volleyball Facility - Phase 2	Rowan	2020-2022	Awaiting Initiation by Agency			
Renovate Alumni Tower Ground Floor	Rowan	2020-2022	Awaiting Initiation by Agency			
Renovate Cartmell Residence Hall	Rowan	2016-2018	Awaiting Initiation by Agency			
Replace Exterior Precast Panels - Nunn Hall	Rowan	2020-2022	Awaiting Initiation by Agency			
Replace Turf on Jacobs Field	Rowan	2020-2022	Awaiting Initiation by Agency			

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Postsecondary Education Cabinet/Murray State University						
Acquire Agriculture Research Farm Land	Calloway	2020-2022	Awaiting Initiation by Agency			
Acquire Property	Calloway	2020-2022	Awaiting Initiation by Agency			
* Construct New Breathitt Veterinary Center	Christian	2014-2016	Multiple Subprojects			
Sub-projects:						
Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC)						
Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC Equipment Storage Bldg)						
Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC Equipment Storage Bldg)	Christian	2014-2016	Design/Phase A			
Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC)	Christian	2014-2016	Complete/Closed Out	100	06/18/16	09/06/16
Construct Residential Housing Approved pursuant to KRS 45.763 P3 project delivery method reported to CPBOC on 10/21/2021	Calloway	2020-2022	Awaiting Initiation by Agency			
* Construct/Complete New Science Complex - Final Phase	Calloway	2014-2016	Complete/Closed Out	100	10/03/16	06/20/17
Construct/Renovate Alternate Dining Facility Approved pursuant to KRS 45.763 P3 project delivery method reported to CPBOC on 10/21/2021	Calloway	2020-2022	Awaiting Initiation by Agency			
Enhance Dining Facility	Calloway	2020-2022	Awaiting Initiation by Agency			
Historic Building Preservation Pool	Calloway	2020-2022	Multiple Subprojects			
Sub-projects:						
Historic Building Preservation Pool (Sub-project: Carr Hall HVAC)						
Historic Building Preservation Pool (Sub-project: Curris Center Interior Refresh)						
Historic Building Preservation Pool (Sub-project: Lovett Phase II Renovations)						
Historic Building Preservation Pool (Sub-project: Racer Arena HVAC)						
Historic Building Preservation Pool (Sub-project: Waterfield HVAC Phase II)						
Historic Building Preservation Pool (Sub-project: Wrather Hall Auditorium Renovations)						
Historic Building Preservation Pool (Sub-project: Carr Hall HVAC)	Calloway	2020-2022	Bidding			
Historic Building Preservation Pool (Sub-project: Curris Center Interior Refresh)	Calloway	2020-2022	Bidding			

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Historic Building Preservation Pool (Sub-project: Lovett Phase II Renovations)	Calloway	2020-2022	In Construction	60	08/01/22	
Historic Building Preservation Pool (Sub-project: Racer Arena HVAC)	Calloway	2020-2022	Bidding			
Historic Building Preservation Pool (Sub-project: Waterfield HVAC Phase II)	Calloway	2020-2022	Bidding			
Historic Building Preservation Pool (Sub-project: Wrather Hall Auditorium Renovations)	Calloway	2020-2022	In Construction	20	11/20/22	
Install CFSB Center Generator	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Lovett Auditorium - HVAC and Electrical Repairs	Calloway	CPBOC-12/01/20	Complete/In Warranty	100	09/26/21	09/29/21
Renovate Residence Hall Electrical System In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit, or lease-purchase not to exceed the authorized amount. This authorization includes the authorization under KRS 45.763 and 45A.077.	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall Electrical System - LTF Approved pursuant to KRS 45.763	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall HVAC System In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit, or lease-purchase not to exceed the authorized amount. This authorization includes the authorization under KRS 45.763 and 45A.077.	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall HVAC System - LTF Approved pursuant to KRS 45.763	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall Interior In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit, or lease-purchase not to exceed the authorized amount. This authorization includes the authorization under KRS 45.763 and 45A.077.	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall Interior - LTF Approved pursuant to KRS 45.763	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall or Replace - LTF Approved pursuant to KRS 45.763	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Winslow Cafeteria	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate/Replace Residence Hall In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit, or lease-purchase not to exceed the authorized amount. This authorization includes the authorization under KRS 45.763 and 45A.077. P3 project delivery method reported to CPBOC on 10/21/2021	Calloway	2020-2022	Awaiting Initiation by Agency			

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Renovation of Blackburn Science Building	Calloway	CPBOC-3/01/19	Complete/Not Closed Out	100	04/22/21	04/29/21
Replace Campus Comm Infrastructure (Fiber Ring)	Calloway	2020-2022	In Construction	6	06/30/23	
Replace CFSB Center Seating	Calloway	2020-2022	Awaiting Initiation by Agency			
Replace Residence Hall Domestic Water Piping	Calloway	2020-2022	Awaiting Initiation by Agency			
In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit, or lease-purchase not to exceed the authorized amount. This authorization includes the authorization under KRS 45.763 and 45A.077.						
Upgrade Campus Network	Calloway	2016-2018	Complete/In Warranty	100	06/30/22	06/09/22
Upgrade Campus Phone System	Calloway	2016-2018	Complete/In Warranty	100	06/30/22	06/09/22

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QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

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<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
Postsecondary Education Cabinet/Murray State University Renovation of Blackburn Science Building	05/29/22	\$684,735.58	other renovations being determined to spend remaining project funds

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Reporting Agency: Northern Kentucky University

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<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Postsecondary Education Cabinet/Northern Kentucky University						
Acquire Land/Master Plan 2010-2012 Approved pursuant to KRS 45.763 2011 - \$2.5 million in agency bond proceeds for 26 parcels of land, primarily single family homes, included in Board-approved land acquisition and Master Plan Land acquisition area, to be acquired over many years, is outlined in 2009 Master Plan	Campbell	2010-2012	Planning			
Construct Indoor Tennis Facility	Campbell	2020-2022	Planning			
Construct Mixed-Use Facility with Student Housing Approved pursuant to KRS 45.763 Sub-projects: Construct Mixed-Use Facility with Student Housing (Sub-project: Phase I - North Side) - Complete/Closed Out Construct Mixed-Use Facility with Student Housing (Sub-project: Phase II - South Side)	Campbell	2016-2018	Multiple Subprojects			
Construct Mixed-Use Facility with Student Housing (Sub-project: Phase II - South Side) Mixed-use development of 20-30,000 square feet of full-service and casual restaurant and retail tenants, a 100-110 room hotel, 150-200 market rate apartments, parking and office space	Campbell	2016-2018	Planning			
Construct Research/Innovation Building Approved pursuant to KRS 45.763	Campbell	2018-2020	Awaiting Initiation by Agency			
Construct/Acquire New Residence Hall 2016-2018 Sub-projects: Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase I) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase II) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Commonwealth Hall Renovation) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Construct New Residence Hall) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Kentucky Hall Renovation) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: KY/CW/Univ. Suites Roof Replacements) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Exterior Repairs) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Renovations) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Cooling Tower Replacement) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Woodcrest Apartments Stair Replacement) - Cancelled	Campbell	2016-2018	Multiple Subprojects			
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase I)	Campbell	2016-2018	Complete/In Warranty	99	03/31/22	03/11/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase II)	Campbell	2016-2018	Bidding			

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Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Construct New Residence Hall) CM at-Risk project delivery method reported to CPBOC on 11/20/2018	Campbell	2016-2018	Complete/In Warranty	100	07/20/21	08/13/21
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: KY/CW/Univ. Suites Roof Replacements)	Campbell	2016-2018	Bidding			
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Renovations)	Campbell	2016-2018	In Construction	80	07/16/22	
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Cooling Tower Replacement)	Campbell	2016-2018	Complete/In Warranty	99	05/31/22	05/31/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs)	Campbell	2016-2018	Planning			
Enhance Student Union Sub-project: Enhance Student Union (Sub-project: Food Service Renovations) Enhance Student Union (Sub-project: Replace SU Ballroom AV/IT) - Complete/Closed Out	Campbell	2020-2022	Multiple Subprojects			
Enhance Student Union (Sub-project: Food Service Renovations)	Campbell	2020-2022	Complete/In Warranty	100	08/01/21	08/01/21
Expand/Renovate Soccer Stadium	Campbell	2020-2022	Awaiting Initiation by Agency			
Reconstruct West Side Parking	Campbell	2018-2020	Awaiting Initiation by Agency			
Renew E&G Building Systems Projects Pool	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Fine Arts Center Phase II	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Nunn Hall	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Steely Library	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate Brown Building	Campbell	2020-2022	In Construction	85	06/30/22	
Renovate Residence Halls	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Construct Campbell Hall Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Expand Baseball Field	Campbell	2018-2020	Awaiting Initiation by Agency			
Renovate/Expand Business Academic Building	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Expand Civic Center Building	Campbell	2020-2022	Awaiting Initiation by Agency			

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Replace Event Center Technology Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			
Replace Underground Utility Infrastructure	Campbell	2020-2022	Awaiting Initiation by Agency			
Upgrade Admin/IT Infrastructure Pool Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			

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Postsecondary Education Cabinet/University of Kentucky						
Acquire Data Center Hardware - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Information Technology Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Land	Multi	2020-2022	Multiple Subprojects			
Sub-projects:						
Acquire Land (Sub-project: CAFE Land Purchase) - 6/19/2020 - FCR 7 (prior authorization) - Complete/Closed Out						
Acquire Land (Sub-project: 612 - 620 South Broadway) - 12/15/2020 - FCR 11						
Acquire Land (Sub-project: Chesney Properties) - 12/14/2021 - FCR 12						
Acquire Land (Sub-project: 612 - 620 South Broadway)	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Land (Sub-project: Chesney Properties)	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Medical Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Medical Facility 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire Telemedicine/Virtual ICU 6/21/2019 - FCR 14	Fayette	2018-2020	In Construction	95	12/30/22	
Acquire Telemedicine/Virtual ICU - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Improve Clinical/Administrative Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Improve Clinical/Administrative Facility 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Improve Elevator Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Improve Elevator Systems - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Improve Golf Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Renovate Administrative Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Renovate Clinical Research Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Renovate Housing Approved pursuant to KRS 45.763 Alpha Gamma Delta - 4/30/2019 - FCR 13	Fayette	2018-2020	Complete/Not Closed Out	100	03/05/21	03/05/21
Acquire/Renovate Housing Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Acquire/Upgrade IT System - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			

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ADA Compliance Pool	Fayette	2020-2022	Awaiting Initiation by Agency			
Clinical Information System	Fayette	2016-2018	In Construction	95	09/30/22	
Sub-projects:						
Clinical Information System (Sub-project: Surgery and Anesthesia E.H.R. Implementation) - 8/02/2017 - 18 IT 05 - Complete/Closed Out						
Clinical Information System (Sub-project: Telemetry Hardware and Software for Chandler) - 9/22/2016 - 17 E 06						
Clinical Information System (Sub-project: Telemetry Hardware and Software for Chandler)	Fayette	2016-2018	In Construction	88	09/30/22	
Construct Agriculture Federal Research Facility I	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Agriculture Federal Research Facility II	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Agriculture Research Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Agriculture Research Facility 2	Woodford	2018-2020	In Construction	82	08/16/22	
Poultry Research Facility Relocation - 12/11/2018 - FCR 10						
CM at-Risk project delivery method reported to CPBOC on 2/19/2019						
Use of \$354,000 in federal funds reported to CPBOC on 12/15/2021						
Construct Agriculture Research Facility 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Ambulatory Facility - UK HealthCare	Fayette	2020-2022	Planning			
Cancer Treatment Center/Ambulatory Surgery Center - 5/4/2021 - FCR 12						
Construct Beam Institute 1	Fayette	2020-2022	Combined Authorities			
6/19/2020 - FCR 9						
Construct Beam Institute 2	Fayette	2020-2022	Combined Authorities			
Construct Maturation Building - 5/04/2021 - FCR 10						
Use of private funds reported to CPBOC on 5/18/2021						
Construct Beam Institute I and II (combined auth)	Fayette	2020-2022	Awaiting Initiation by Agency			
Authorizations for the following projects have been combined (2/18/2022 - FCR 13) and reported to CPBOC on 5/19/2022:						
Construct Beam Institute 1 (Still Building) - \$10 million in restricted funds						
Construct Beam Institute 2 (Maturation Building) - \$10 million in restricted funds (use of \$125,000 in private funds reported to CPBOC on 5/18/2021)						
Projects were bid together on November 9, 2021 - \$9.525 million combined revised scope						
Sub-projects:						
Construct Beam Institute I and II (combined auth) (Sub-project: Maturation Building)						
Construct Beam Institute I and II (combined auth) (Sub-project: Still Building)						

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Construct Beam Institute I and II (combined auth) (Sub-project: Maturation Building)	Fayette	2020-2022	In Construction	1	04/11/23	
Construct Beam Institute I and II (combined auth) (Sub-project: Still Building)	Fayette	2020-2022	In Construction	1	04/11/23	
Construct Childcare Center Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Clinical/Administrative Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Clinical/Administrative Facility 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct College of Medicine Building Design Phase - 5/4/2021 - FCR 13	Fayette	2020-2022	Design/Phase A			
Construct Cross Country Trail	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Data Center - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Digital Village Building #3 Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Engineering Center Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Equine Campus, Phase 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Facilities Shops and Storage Facility Vaughan Warehouse #1 and #7 Replacement for UK HealthCare - 6/17/2021 - FCR 11	Fayette	2020-2022	In Construction	25	04/11/23	
Construct Hospice Facility - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Housing	Fayette	2018-2020	Awaiting Initiation by Agency			
Construct Indoor Track (Other Funds) Approved pursuant to KRS 45.763 2/18/2022 - FCR 14	Fayette	2020-2022	Design/Phase A			
Construct Indoor Track (Restricted Funds)	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Library Depository Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Library/Knowledge Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Metal Arts/Digital Media Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct New Alumni Center Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct North Farm Agricultural Research Facility	Fayette	2020-2022	Awaiting Initiation by Agency			

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Construct Office Park at Coldstream Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Patient Care Facility (combined auth) Authorizations for the following projects were combined: Improve Central Heating Plant (2002-04) - \$4 million (2004-06 Additional) Expand Plant Capacity/Infrastructure (2002-04) - \$23 million (2004-06 Additional) Replace Cooling Plant Chillers (2002-04) - \$6 million (2004-2006 Additional) Design Patient Bed Tower - Hospital (2002-04) - \$10 million Land Acquisition Pool (2004-06) - \$5 million of \$15 million Construct Patient Care Facility - Hospital (2004-06) - \$200 million (\$100 million in Agency Bonds) Construct Patient Care Facility Phase II - Hospital (2006-08) - \$175 million (\$150 million in Agency Bonds) Purchase Furniture and Equipment - Patient Care Facility (2006-08) - \$27 million Expand Patient Care Facility - Hospital Phase III (2008-10) - \$250 million (HB 4 allowed a \$100 million Agency Bond authorization - meant to replace a portion of the original restricted fund authorization) UK did not utilize \$100 million authorization for Expand Patient Care Facility - Hospital Phase 4 (2010-12) Expand Patient Care Facility - Hospital Phase 3 (2012-14) - \$50 million Subprojects (Data Center and Support was also a component): Construct Patient Care Facility - Hospital (Subproject 1 - Huguelet Drive Extension) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 2 - Parking Garage) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 3 - Cooling Plant #1) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 4 - Central Utilities Plant Expansion) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 5 - Building) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 6 - Pavilion A, OR Suites and Support) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 7 - Eighth Floor Patient Beds and Pharmacy) - Complete/Closed Out Construct Patient Care Facility - Hospital (Subproject 8 - Clinical Decision Unit) - Complete/Closed Out Construct Patient Care Facility (combined auth) (Sub-project 1J: Fit-up Pavilion A Basement and Other Improvements) - 12/15/2020 - FCR 15	Fayette	2002-2004	Multiple Subprojects			
Construct Patient Care Facility (combined auth) (Sub-project 1J: Fit-up Pavilion A Basement/Etc.)	Fayette	2002-2004	In Construction	38	12/18/23	
Construct Police Headquarters	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Research/Incubator Facility Approved pursuant to KRS 45.763 2/21/2020 - FCR 7 (prior authorization) P3 project delivery method reported to CPBOC on 5/19/2020 CPBOC approved development agreement on 8/19/2020	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Retail/Parking Facility 1 Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			

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Construct Retail/Parking Facility 2 Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Student Housing Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Teaching Pavilion	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Tennis Facility Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Expand/Renovate Ambulatory Care - UK HealthCare Pavilion HA Forensics/Pediatric Sleep Study - 5/04/2021 - FCR 11 Use of private funds reported to CPBOC on 5/18/2021	Fayette	2020-2022	Design/Phase A			
Construct/Fit-up Retail Space	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Fit-Up Retail Space	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Athletics Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Athletics Playing Fields 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Athletics Playing Fields 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Campus Recreation Field 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Campus Recreation Field 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Campus Recreation Field 3	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Clinical/Admin. Facilites - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Greek Housing Sub-projects: Construct/Improve Greek Housing (Sub-project: Alpha Delta Pi) - 6/19/2020 - FCR 8 Construct/Improve Greek Housing (Sub-project: Delta Gamma) - 2/19/2021 - FCR 9	Fayette	2020-2022	Multiple Subprojects			
Construct/Improve Greek Housing (Sub-project: Alpha Delta Pi)	Fayette	2020-2022	Complete/In Warranty	100	08/09/21	08/09/21
Construct/Improve Greek Housing (Sub-project: Delta Gamma) CM at-Risk project delivery method reported to CPBOC on 3/15/2021	Fayette	2020-2022	Revising/Rebidding			
Construct/Improve Office Building	Fayette	2020-2022	Awaiting Initiation by Agency			

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Construct/Improve Parking I	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Parking II	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Improve Recreation Quad 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Relocate Data Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct/Renovate Gymnastic Practice Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Decommission Facilities Demolition of Kirwan-Blanding - 12/12/2017 - FCR 6	Fayette	2016-2018	Complete/In Warranty	100	06/30/21	06/30/21
Decommission Facilities	Fayette	2020-2022	Awaiting Initiation by Agency			
Emergency Replacement of Grain and Forage Center of Excellence (Design) 4/29/2022 - FCR 9	Caldwell	CPBOC-5/01/22	Planning			
Expand KY Geological Survey Well Sample and Core Repository	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand Student Center (Dining) 10/18/2019 - PR 1 (2018-2020 Improve Student Center Space 2 authorization sometimes referenced) CM at-Risk project delivery method reported to CPBOC on 1/21/2020	Fayette	CPBOC-12/01/19	Complete/In Warranty	100	07/30/21	07/30/21
Expand/Improve Barnhart Building Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand/Improve Cooper House	Fayette	2020-2022	Cancelled			
Expand/Improve Johnson Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand/Improve Kastle Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand/Improve Willard Medical Education Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand/Renovate/Improve LTS Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Expand/Renovate/Improve Sturgill Development Building	Fayette	2020-2022	Awaiting Initiation by Agency			
* Expand/Renovate/Upgrade Law Building	Fayette	2014-2016	Complete/Not Closed Out	100	08/08/19	08/08/19
Facilities Renewal and Modernization	Fayette	2020-2022	Awaiting Initiation by Agency			
Facilities Renewal, Modernization & Deferred Maintenance	Fayette	2016-2018	Multiple Subprojects			

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Sub-projects:						
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Chemistry/Physics 3rd Floor) - 10/20/2017 - PR 4						
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Grehan Journalism Building) - 10/20/2017 - PR 4 - Complete/Closed Out						
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Infrastructure) - 10/20/2017 - PR 4 - Complete/Closed Out						
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Chemistry/Physics 3rd Floor)	Fayette	2016-2018	In Construction	98	07/06/22	
Implement Land Use Plan - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Implement Patient Communication System - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Academic Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 1 Renew /Modernize Cooper House - 6/17/2021 - FCR 9	Fayette	2020-2022	In Construction	77	08/26/22	
Improve Academic/Administrative Space 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 3	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 4	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Anderson Tower	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Athletics Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Athletics Facility 2 Nutter Fieldhouse - 2/18/2022 - FCR 15	Fayette	2020-2022	Planning			
Improve Athletics Facility 3	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Athletics Facility 4	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Athletics Facility 5	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Barnhart Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Baseball Facility Phase II	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Building Electrical Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Building Mechanical Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Building Mechanical Systems AG North HVAC - 12/11/2018 - FCR 12	Fayette	2018-2020	Complete/Not Closed Out	100	03/19/21	03/19/21

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Improve Building Shell Systems Sub-project: Improve Building Shell Systems (Sub-project: Peterson Service Building Window Replacement) - 12/14/2021 - FCR 14 Improve Building Shell Systems (Sub-project: William T. Young Library Roof Replacement) - 12/14/2021 - FCR 15	Fayette	2020-2022	Multiple Subprojects			
Improve Building Shell Systems (Sub-project: Peterson Service Building Window Replacement)	Fayette	2020-2022	In Construction	10	01/27/23	
Improve Building Shell Systems (Sub-project: William T. Young Library Roof Replacement)	Fayette	2020-2022	Revising/Rebidding			
Improve Building Systems - UK HealthCare Sub-projects: Improve Building Systems - UK HealthCare (Sub-project: Good Samaritan Emergency Generator Upgrade) - 12/15/2020 - FCR 16 Improve Building Systems - UK HealthCare (Sub-project: Pavilion H - Replace AHU S1 & S1A) - 10/15/2020 - FCR 2; 9/10/2021 - FCR 8 Improve Building Systems - UK HealthCare (Sub-project: Pavilion WH - Replace AHU 4 & 5) - 10/15/2020 - FCR 3	Fayette	2020-2022	Multiple Subprojects			
Improve Building Systems - UK HealthCare (Sub-project: Good Samaritan Emergency Generator Upgrade)	Fayette	2020-2022	Revising/Rebidding			
Improve Building Systems - UK HealthCare (Sub-project: Pavilion H - Replace AHU S1 & S1A)	Fayette	2020-2022	In Construction	53	12/20/22	
Improve Building Systems - UK HealthCare (Sub-project: Pavilion WH - Replace AHU 4 & 5)	Fayette	2020-2022	In Construction	77	07/29/22	
Improve Building Systems - UKHC Sub-projects: Improve Building Systems - UKHC (Sub-project: Pav H AHU) - 9/13/2019 - FCR 5 - Complete/Closed Out Improve Building Systems - UKHC (Sub-project: Pav HA AHU #1, 2, & 3) - 9/14/2018 - FCR 6 Improve Building Systems - UKHC (Sub-project: Pav HA AHU #8) - 6/16/2017 - FCR 9 - Complete/Closed Out	Fayette	2016-2018	Multiple Subprojects			
Improve Building Systems - UKHC (Sub-project: Pav HA AHU #1, 2, & 3)	Fayette	2016-2018	Complete/In Warranty	100	09/20/21	09/20/21
Improve CAER Facilities Sub-projects: Improve CAER Facilities (Sub-project: Carbon Fiber Development Facility) - 2/21/2020 - FCR 10 Improve CAER Facilities (Sub-project: Laboratory Building #1 Chiller Replacement) - 2/21/2020 - FCR 8 - Complete/Closed Out Improve CAER Facilities (Sub-project: Mineral Process Building Expansion) - 2/21/2020 - FCR 9	Fayette	2018-2020	Multiple Subprojects			
Improve CAER Facilities (Sub-project: Carbon Fiber Development Facility) Use of federal funds reported to CPBOC on 6/25/2020	Fayette	2018-2020	Design/Phase C			

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Improve CAER Facilities (Sub-project: Mineral Process Building Expansion) Use of federal funds reported to CPBOC on 6/25/2020	Fayette	2018-2020	In Construction	36	07/06/22	
Improve Campus Core Quadrangle Facilities This authorization may be used in addition to Renew/Modernize Facilities project allocation depending upon condition of building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Campus Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Campus Parking and Transportation System Sub-projects: Improve Campus Parking and Transportation System (Sub-project: 2020 Maintenance) - 12/10/2019 - FCR 9; Use of restricted funds component of authorization - Complete/Closed Out Improve Campus Parking and Transportation System (Sub-project: Parking Structure #5) - 12/11/2018 - FCR 13; Approved pursuant to KRS 45.763/Funded pursuant to KRS 45A.007; CPBOC approved development agreement, including facilities lease, on May 14, 2019	Fayette	2018-2020	Multiple Subprojects			
Improve Campus Parking and Transportation System (Sub-project: Parking Structure #5)	Fayette	2018-2020	Complete/Not Closed Out	100	10/09/20	10/09/20
Improve Campus Parking and Transportation System 2020 Approved pursuant to KRS 45.763 Sub-project: Improve Campus Parking and Transportation System 2020 (Sub-project: 2021 Maintenance) - 2/19/2021 - FCR 5; Use of restricted funds component of authorization Improve Campus Parking and Transportation System 2020 (Sub-project: 2022 Maintenance) - 12/14/2021 - FCR 13; Use of restricted funds component of authorization	Fayette	2020-2022	Multiple Subprojects			
Improve Campus Parking and Transportation System 2020 (Sub-project: 2021 Maintenance)	Fayette	2020-2022	Complete/In Warranty	100	11/01/21	11/01/21
Improve Campus Parking and Transportation System 2020 (Sub-project: 2022 Maintenance)	Fayette	2020-2022	In Construction	1	09/23/22	
Improve Carnahan House	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Center for Applied Energy Research Facilities	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Chem/Physics Building Phase 3	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Civil/Site Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Civil/Site Infrastructure University Court - 12/13/2016 - FCR 10	Fayette	2016-2018	Awaiting Initiation by Agency			

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Improve Civil/Site Infrastructure 2018 Approved pursuant to KRS 45.763 Sub-project: Improve Civil/Site Infrastructure 2018 (Sub-project: Library Drive Extension Phase 1) - 2/22/2019- FCR 6 Improve Civil/Site Infrastructure 2018 (Sub-project: South Campus Quad) - 12/10/2019 - FCR 13	Fayette	2018-2020	Multiple Subprojects			
Improve Civil/Site Infrastructure 2018 (Sub-project: Library Drive Extension Phase 1)	Fayette	2018-2020	Complete/Closed Out	100	09/22/20	09/22/20
Improve Civil/Site Infrastructure 2018 (Sub-project: South Campus Quad)	Fayette	2018-2020	Awaiting Initiation by Agency			
Improve Clinical/Ambulatory Services Approved pursuant to KRS 45.763 Sub-projects: Improve Clinical/Ambulatory Services (Sub-project: Cancer Services) - 6/22/2018 - FCR 6 Improve Clinical/Ambulatory Services (Sub-project: Otolaryngology) - 6/24/2016 - FCR 14 - Complete/Closed Out Improve Clinical/Ambulatory Services (Sub-project: Radiation Medicine Accelerator/Brachytherapy) - 9/09/2016 - FCR 11	Fayette	2016-2018	Multiple Subprojects			
Improve Clinical/Ambulatory Services (Sub-project: Cancer Services)	Fayette	2016-2018	Complete/In Warranty	100	11/02/21	11/02/21
Improve Clinical/Ambulatory Services (Sub-project: Radiation Medicine Accelerator/Brachytherapy)	Fayette	2016-2018	Complete/Not Closed Out	100	11/06/19	11/06/19
Improve Coldstream Research Campus Public Infrastructure - 5/5/2020 - FCR 5 (prior authorization); 5/4/2021 - FCR 9	Fayette	2020-2022	In Construction	87	12/15/22	
Improve Dentistry Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Dickey Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve DLAR Facilities	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Electrical Infrastructure Sub-project: Improve Electrical Infrastructure (Sub-project: Ag North/South Complex) - 9/11/2020 - FCR 8	Fayette	2020-2022	Multiple Subprojects			
Improve Electrical Infrastructure (Sub-project: Ag North/South Complex)	Fayette	2020-2022	In Construction	96	08/15/22	
Improve Enterprise Networking 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Enterprise Networking 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Fume Hood Systems	Fayette	2020-2022	Awaiting Initiation by Agency			

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Improve Funkhouser Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Good Samaritan Hospital Facilities	Fayette	2018-2020	Multiple Subprojects			
Sub-projects:						
Improve Good Samaritan Hospital Facilities (Sub-project: Interventional Radiology) - 2/22/2019 - FCR 7						
Improve Good Samaritan Hospital Facilities (Sub-project: Magnetic Resonance Imaging) - 6/22/2018 - FCR 5 - - Complete/Closed Out						
Improve Good Samaritan Hospital Facilities (Sub-project: Third Floor Renovation) - 2/21/2020 - FCR 11						
Improve Good Samaritan Hospital Facilities (Sub-project: Interventional Radiology)	Fayette	2018-2020	Cancelled			
Improve Good Samaritan Hospital Facilities (Sub-project: Third Floor Renovation)	Fayette	2018-2020	Complete/Not Closed Out	100	04/16/21	04/16/21
Improve Good Samaritan Hospital Facilities UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Jacobs Science Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Joe Craft Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Joe Craft Football Practice Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Kroger Field Stadium Audio Visual Improvements - 2/18/2022 - FCR 16	Fayette	2020-2022	In Construction	1	08/17/22	
Improve Lancaster Aquatic Center 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Lancaster Aquatic Center 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Library Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Life Safety	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Markey Cancer Center - UK HealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve McVey Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Mechanical Infrastructure Central Campus Utilities - 12/11/2018 - FCR 11	Fayette	2018-2020	Complete/Closed Out	100	08/15/20	08/15/20
Improve Mechanical Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Medical Center Library	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Medical Facility 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Medical Facility 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Medical Plaza	Fayette	2020-2022	Awaiting Initiation by Agency			

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Improve Memorial Coliseum Design - 2/22/2019 - FCR 8 Comments: Project is currently on hold.	Fayette	2018-2020	Other			
Improve Memorial Coliseum	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Memorial Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Moloney Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Multi-Disciplinary Science Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Nutter Field House	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Nutter Training Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Parking Garage 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Parking Garage 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Parking/Transportation Systems UK HealthCare Approved pursuant to KRS 45.763 Parking Structure 8 Expansion - Design Only - 6/17/2021 - FCR 10 CM-at-Risk project delivery method reported to CPBOC on 11/18/2021	Fayette	2020-2022	Design/Phase C			
Improve Patterson Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Pence Hall	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Peterson Service Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Reynolds Building 1 This authorization may be used in addition to Renew/Modernize Facilities project allocation depending upon condition of building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Sanders-Brown Building See Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth)	Fayette	2020-2022	Combined Authorities			
Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth) Authorizations for the following projects have been combined (9/10/2021 - FCR 5) and reported to CPBOC on 10/21/2021: Improve Sanders-Brown Building - \$35 million in restricted funds Improve Sanders-Brown Center on Aging/Neuroscience Facilities Completion - \$14 million in bond funds and \$14 million in private funds Use of the \$14 million bond funds and \$14 million of the \$35 million restricted funds authorization is anticipated CM at-Risk project delivery method reported to CPBOC on 2/22/2022	Fayette	2020-2022	Design/Phase B			

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* Improve Sanders-Brown Center on Aging/Neuroscience Facilities Completion Approved pursuant to KRS 45.763 See Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth)	Fayette	2020-2022	Combined Authorities			
Improve Scovell Hall This authorization may be used in addition to Renew/Modernize Facilities project allocation depending upon condition of building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Seaton Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Senior Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Soccer/Softball Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Spindletop Hall Facilities	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Student Center Space 1 Harris Ballroom - 4/30/2019 - FCR 7	Fayette	2018-2020	Complete/Closed Out	100	06/19/20	06/19/20
Improve Student Center Space 2	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Student Center Space 3	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Taylor Education Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve UK Healthcare Facilities - Chandler Hospital Gill Heart and Vascular Institute Catheterization Lab Expansion - 12/12/2017 - FCR 11	Fayette	2016-2018	Cancelled			
Improve UK HealthCare Facilities - UK Chandler Hospital	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve University Storage Facility Sub-project: Improve University Storage Facility (Sub-project: UKHC at Vaughn Warehouse) - 12/15/2020 - FCR 11	Fayette	2020-2022	Multiple Subprojects			
Improve University Storage Facility (Sub-project: UKHC at Vaughn Warehouse)	Fayette	2020-2022	Cancelled			
Improve W.T. Young Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Whalen Bldg & Bay Facility	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve Wildcat Coal Lodge	Fayette	2020-2022	Awaiting Initiation by Agency			
Improve/Clinical Ambulatory Services Facilities UKHealthCare	Fayette	2020-2022	Awaiting Initiation by Agency			
Lease - Purchase Campus Call Center System	Fayette	2020-2022	Awaiting Initiation by Agency			

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Lease - Purchase Campus Infrastructure Networking Equipment to Improve UK Network (Data Center of the Future) - 9/4/2019 - 20 IT 08	Fayette	2018-2020	In Construction	90	10/31/22	
Lease - Purchase Network Security	Fayette	2020-2022	Awaiting Initiation by Agency			
Lease - Purchase Voice Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Lease/Purchase Campus Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Lease/Purchase Campus IT Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Lease/Purchase High Performance Computer	Fayette	2020-2022	Awaiting Initiation by Agency			
Purchase/Construct CO2 Capture Process Plant	Fayette	2020-2022	Awaiting Initiation by Agency			
Relocate/Replace Greenhouses	Fayette	2020-2022	Awaiting Initiation by Agency			
Renew/Modernize Facilities Sub-projects: Renew/Modernize Facilities (Sub-project: 18th Floor Patterson) - 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Chemistry/Physics Phase II) - 2/22/2019 - FCR 2; 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Modernize Frazee Hall) - 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Reynolds Building #1 - Design) - 2/22/2019 - FCR 3; 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Scovell Hall - Design) - 6/21/2019 - FCR 19; 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Study of Quad) - 12/10/2019 - FCR 11 - Complete/Closed Out Renew/Modernize Facilities (Sub-project: White Hall Renovation Phase I) - 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase I) - 12/10/2019 - FCR 11 Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase II) - 12/10/2019 - FCR 11	Fayette	2018-2020	Multiple Subprojects			
Renew/Modernize Facilities (Sub-project: 18th Floor Patterson)	Fayette	2018-2020	Complete/In Warranty	100	06/16/21	06/16/21
Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase I)	Fayette	2018-2020	Complete/Closed Out	100	04/01/21	04/01/21
Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase II)	Fayette	2018-2020	In Construction	1	11/15/22	
Renew/Modernize Facilities (Sub-project: Chemistry/Physics Phase II)	Fayette	2018-2020	In Construction	98	07/06/22	
Renew/Modernize Facilities (Sub-project: Modernize Frazee Hall) CM at-Risk project delivery method reported to CPBOC on 9/16/2020	Fayette	2018-2020	In Construction	2	05/03/23	
Renew/Modernize Facilities (Sub-project: Reynolds Building #1 - Design)	Fayette	2018-2020	Bidding			

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Renew/Modernize Facilities (Sub-project: Scovell Hall - Design)	Fayette	2018-2020	Cancelled			
Renew/Modernize Facilities (Sub-project: White Hall Renovation Phase I)	Fayette	2018-2020	Complete/In Warranty	100	02/14/22	02/14/22
Renovate Space for a Testing Center	Fayette	2020-2022	Awaiting Initiation by Agency			
Renovate/Expand Cooper House Not included in Renew/Modernize Facilities (2/22/2019 - FCR 4) Moved to Improve Academic/Administrative Space 1 - 6/17/2021 - FCR 9	Fayette	2018-2020	Cancelled			
Renovate/Expand University Student Center	Fayette	2014-2016	Complete/Not Closed Out	100	06/18/18	06/18/18
Renovate/Improve Frazee Hall This authorization may be used in addition to Renew/Modernize Facilities project allocation depending upon condition of building	Fayette	2020-2022	Awaiting Initiation by Agency			
Renovate/Improve Housing	Fayette	2018-2020	Awaiting Initiation by Agency			
Renovate/Improve King Library	Fayette	2020-2022	Awaiting Initiation by Agency			
Renovate/Improve Mineral Industries Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Renovate/Improve Nursing Building	Fayette	2020-2022	Awaiting Initiation by Agency			
Renovate/Improve Nursing Units - UK HealthCare Pav H 3rd Floor Behavioral Health - 9/11/2020 - FCR 7	Fayette	2020-2022	In Construction	22	08/11/22	
Renovate/Upgrade HealthCare Facilities See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Combined Authorities			
Renovate/Upgrade Healthcare Facilities (Agency Bonds) See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2016-2018	Combined Authorities			
Renovate/Upgrade HealthCare Facilities (Agency Bonds)	Fayette	2018-2020	Awaiting Initiation by Agency			
Renovate/Upgrade Healthcare Facilities (Restricted Funds) Sub-projects: Renovate/Upgrade Healthcare Facilities (Restricted Funds) (Sub-project: Simulation Center) - 12/13/2016 - FCR 12 - Complete/Closed Out Renovate/Upgrade Healthcare Facilities (Restricted Funds) (Sub-project: University Inn) - 12/13/2016 - FCR 11 - Complete/Closed Out	Fayette	2016-2018	Multiple Subprojects			
Renovate/Upgrade HealthCare Facilities 2 See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Combined Authorities			

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Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Multiple Subprojects			
<p>Authorizations for the following projects have been combined and transmitted March 2015 and reported June 20, 2017 to CPBOC: Renovate/Upgrade HealthCare Facilities (2014-2016) - \$150 million in agency bonds Renovate/Upgrade HealthCare Facilities 2 (2014-2016) - \$130 million in restricted funds Renovate/Upgrade Healthcare Facilities (2016-2018) - \$150 million in agency bonds</p> <p>Sub-projects: Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: 9th & 10th Floor Fit-Out and Elevators) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: Chiller) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: Kitchen/Cafeteria) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1G: Blood Bank) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1G: MRI, Hyperbaric & Radiology) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: Children's Hospital NICU) Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1G: 11th Floor) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1G: Pavilion A - Surgery) - Complete/Closed Out Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Endoscopy Renovation) - 6/24/2016 - FCR 15 Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Fit-up 5th & 12th Floors) - 2/19/2016 - FCR 13; 6/24/2016 - FCR 15; 12/12/2017 - FCR 12; 6/19/2020 - FCR 10 Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Interventional Pav A) - 6/24/2016 - FCR 15 Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Obstetrical Pav HA & H) - 6/24/2016 - FCR 15; 12/12/2017 - FCR 12 Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Phase 2 Radiology Pav A) - 6/24/2016 - FCR 15</p>						
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: Children's Hospital NICU)	Fayette	2014-2016	Complete/Not Closed Out	100	03/16/18	03/16/18
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Endoscopy Renovation)	Fayette	2014-2016	Cancelled			
Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 12th Floor)	Fayette	2014-2016	In Construction	13	12/15/23	
Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 5th Floor)	Fayette	2014-2016	Complete/In Warranty	100	04/20/22	04/20/22
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Interventional Pav A)	Fayette	2014-2016	Complete/Not Closed Out	100	01/21/21	01/21/21
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Obstetrical Pav HA & H)	Fayette	2014-2016	Cancelled			

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Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Phase 2 Radiology Pav A)	Fayette	2014-2016	Cancelled			
Repair Emergency Infrastructure/Building Systems	Fayette	2020-2022	Awaiting Initiation by Agency			
Repair/Replace Campus Cable Infrastructure	Fayette	2020-2022	Awaiting Initiation by Agency			
Repair/Upgrade/Expand Central Plant Cooling Plant #1 Tower Replacement - 6/21/2019 - FCR 18	Fayette	2018-2020	In Construction	80	07/14/22	
Repair/Upgrade/Expand Central Plants Sub-project: Repair/Upgrade/Expand Central Plants (Sub-project: Deaerators) - 2/19/2021 - FCR 5 Repair/Upgrade/Expand Central Plants (Sub-project: Expand Central Plant - Design) - 9/10/2021 - FCR 6	Fayette	2020-2022	Multiple Subprojects			
Repair/Upgrade/Expand Central Plants (Sub-project: Deaerators)	Fayette	2020-2022	In Construction	1	09/16/22	
Repair/Upgrade/Expand Central Plants (Sub-project: Expand Central Plant - Design)	Fayette	2020-2022	Planning			
Replace UK HealthCare IT Systems 1	Fayette	2020-2022	Awaiting Initiation by Agency			
Replace UKHC IT Systems 1 Single Enterprise Electronic Health Record - 4/30/2019 - FCR 10	Fayette	2018-2020	In Construction	80	06/30/23	
* Research Building 2 Initial Authorization - House Bill 298 (2015 Regular Session) Sub-projects: Research Building 2 (Sub-project: Phase I - Construct Research Building) - 3/16/2015 - FCR 14 Research Building 2 (Sub-project: Phase III - Fit-Up Two Wet Labs) - 12/10/2019 - FCR 10 Research Building 2 (Sub-project: Final Phase)	Fayette	Other	Multiple Subprojects			
Research Building 2 (Sub-project: Final Phase)	Fayette	Other	In Construction	94	07/18/22	
Research Building 2 (Sub-project: Phase I - Construct Research Building)	Fayette	Other	Complete/Not Closed Out	100	09/21/18	09/21/18
Research Building 2 (Sub-project: Phase III - Fit-Up Two Wet Labs)	Fayette	Other	Complete/In Warranty	100	09/29/21	09/29/21
* Research Building 2 (University of Kentucky HealthCare Disparities Initiative/Phase II) 10/19/2018 - PR 4	Fayette	2018-2020	Complete/Not Closed Out	100	11/09/20	11/09/20
Upgrade Dining Facilities	Fayette	2020-2022	Awaiting Initiation by Agency			

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Approved pursuant to KRS 45.763						
Prior Authorizations (combined and reported June 17, 2014 under Upgrade Dining Facilities): Construct Student Dining Facilities (2012-2014) - \$35 million in restricted funds Upgrade Dining Facilities (2014-2016) - \$50 million in other funds (reauthorized through 2018-2020 with \$20 million, 2016-2018, and \$15 million, 2018-2020, of additional funding authority for Aramark to undertake future projects) Construct Student Dining Facility (account closed in 2016) was done under prior authorization						
Separate Expand Student Center (Dining) project approved by CPBOC on 12/17/2019						
Upgrade/Expand Campus Security Platform	Fayette	2020-2022	Awaiting Initiation by Agency			
Upgrade/Renovate/Expand Research Labs Biosafety Lab Renovation - Health Sciences Research Building - 9/10/2021 - FCR 7	Fayette	2020-2022	Design/Phase B			
Upgrade/Renovate/Expand Research Labs Lee T. Todd Jr. Building Fifth Floor Laboratory Renovation - 6/21/2019 - FCR 20	Fayette	2018-2020	Cancelled			

* indicates projects involving General Fund supported bonds or "state" cash (General Fund, Investment Income, Capital Construction Surplus, Contingency Fund, Emergency Fund, or Statewide Deferred Maintenance Fund).

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<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
Postsecondary Education Cabinet/University of Kentucky			
Acquire/Renovate Housing	04/05/22	\$15,000.00	warranty issues
* Expand/Renovate/Upgrade Law Building	09/08/20	\$439,000.00	multiple warranty dates
Improve Building Mechanical Systems	04/19/22	\$13,000.00	warranty issues
Improve Campus Parking and Transportation System (Sub-project: Parking Structure #5)	11/09/21	\$1,000.00	warranty issues
Improve Clinical/Ambulatory Services (Sub-project: Radiation Medicine Accelerator/Brachytherapy)	12/06/20	\$245,500.00	warranty issues
Improve Good Samaritan Hospital Facilities (Sub-project: Third Floor Renovation)	05/16/22	\$50,000.00	warranty issues
Renovate/Expand University Student Center	07/18/19	\$201,250.00	multiple warranty dates
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1F: Children's Hospital NICU)	04/16/19	\$1.00	warranty issues
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Interventional Pav A)	02/21/22	\$800,000.00	Warranty issue
Research Building 2 (Sub-project: Phase I - Construct Research Building)	10/21/19	\$79,000.00	multiply warranty dates
* Research Building 2 (University of Kentucky HealthCare Disparities Initiative/Phase II)	12/09/21	\$114,000.00	multiply warranty dates

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Postsecondary Education Cabinet/University of Louisville						
Acquisition of Dormitories	Jefferson	2020-2022	Awaiting Initiation by Agency			
Athletics Enhancements in New Dormitory	Jefferson	2020-2022	In Construction	35	12/31/22	
Basketball/Lacrosse Practice Facility Expansion	Jefferson	2020-2022	Bidding			
Belknap 3rd Street Improvements	Jefferson	2020-2022	Design/Phase A			
Belknap Brandeis Corridor Improvements	Jefferson	2020-2022	Design/Phase A			
Belknap Campus New Residence Halls (combined auth)	Jefferson	2018-2020	Other			
\$90 million of authorized agency bonds was reallocated to Demolish and Construct Residence Halls Authorizations for the following projects have been combined and reported to CPBOC, with associated scope reduction from \$103.875 million to \$90 million, on 10/15/2019: Demolish and Replace Miller Resident Hall (2018-2020) - \$70.6 million in agency bonds Renovate and Expand Threlkeld Resident Hall (2018-2020) - \$33.275 million in agency bonds Comments: Housing project 1 is 99% complete. working on punchlist. Housing project 2 is 80% complete.						
Capital Renewal for Athletic Venues	Jefferson	2020-2022	Awaiting Initiation by Agency			
Cardinal Stadium Club Upgrades See Renovate Cardinal Stadium Club (combined auth)	Jefferson	2020-2022	Combined Authorities			
College of Education HVAC Upgrade	Jefferson	2020-2022	In Construction	60	03/30/23	
Construct Athletic Equipment and Apparel Storage Facility	Jefferson	2018-2020	Awaiting Initiation by Agency			
Construct Athletic Grounds Building	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct Athletics Office Building	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct Athletics Village	Jefferson	2020-2022	Awaiting Initiation by Agency			
* Construct Belknap Classroom/Academic Building	Jefferson	2014-2016	In Construction	99	09/15/18	
Comments: A project for the Classroom Building courtyard was developed to provide a space for students to gather and study. Project is also to honor the students of 2020 because of not being able to have a commencement in person. Approval from the State Budget Office was acquired before project was started.						
Construct College of Business Building	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct HSC Parking Structure II	Jefferson	2004-2006	Complete/Not Closed Out	100	11/30/09	12/15/09

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Construct Indoor Facility	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct LARRI Facility Approved pursuant to KRS 45.763	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct New Natatorium	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct Practice Bubble	Jefferson	2020-2022	Awaiting Initiation by Agency			
Construct/Upgrade Utility Infrastructure	Jefferson	2020-2022	Planning			
Demolish and Construct Golf Maintenance/Chemical Building	Jefferson	2020-2022	Awaiting Initiation by Agency			
Demolish and Construct Residence Halls Reallocation from Demolish and Replace Miller Residence Hall (\$56.725 million) and Renovate and Expand Threlkeld Residence Hall projects (\$33.275 million)	Jefferson	2020-2022	Multiple Subprojects			
Sub-projects: Demolish and Construct Residence Halls (Sub-project: Phase 1) Demolish and Construct Residence Halls (Sub-project: Phase 2)						
Demolish and Construct Residence Halls (Sub-project: Phase 1) Initiated under 2018-2020 Belknap Campus New Residence Halls (combined auth) authorization Comments: Continuing to work on punchlist in an effort to bring the project to a close.	Jefferson	2020-2022	In Construction	99	09/01/21	
Demolish and Construct Residence Halls (Sub-project: Phase 2) Initiated under 2018-2020 Belknap Campus New Residence Halls (combined auth) authorization	Jefferson	2020-2022	In Construction	80	12/31/22	
Demolish and Replace Miller Resident Hall See Belknap Campus New Residence Halls (combined auth) \$56.725 million of the \$70.6 million in agency bonds authorized was reallocated to Demolish and Construct Residence Halls	Jefferson	2018-2020	Combined Authorities			
Expand Jim Patterson Stadium and Construct Indoor Facility	Jefferson	2020-2022	Design/Phase A			
Expand Marshall Center Complex	Jefferson	2020-2022	Awaiting Initiation by Agency			
Expand Ulmer Softball Stadium	Jefferson	2020-2022	Awaiting Initiation by Agency			
Exterior Envelope Replacement School of Medicine Bldg 55A	Jefferson	2020-2022	Awaiting Initiation by Agency			
Football Practice Field Lighting	Jefferson	2020-2022	Awaiting Initiation by Agency			
Housing Facilities - Lease	Jefferson	2020-2022	In Construction	75	12/31/22	

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CPBOC approved master lease on 11/19/2020 (Denny Crum Hall)						
Improve Housing Facilities Pool - 2020-2022	Jefferson	2020-2022	Awaiting Initiation by Agency			
J.B. Speed Building Renovation - Phase 1 Comments: Completing punchlist to finalize and close out project.	Jefferson	CPBOC-11/01/20	In Construction	99	12/31/21	
Law School HVAC	Jefferson	2020-2022	Awaiting Initiation by Agency			
Medical Tower - 55A Vivarium	Jefferson	CPBOC-11/01/20	Awarding Contract			
Public/Private Partnership Dormitory Students and Athletes Approved pursuant to KRS 45.763	Jefferson	2020-2022	Awaiting Initiation by Agency			
Public/Private Partnership Residence Hall Approved pursuant to KRS 45.763	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Content Management System	Jefferson	2020-2022	Awarding Contract			
Purchase Fiber Infrastructure	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Housing Facilities	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Identity Management	Jefferson	2020-2022	Complete/In Warranty	100	12/31/23	05/30/22
Purchase Land	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Networking System Comments: Working to complete implementation.	Jefferson	2018-2020	In Construction	65	01/30/21	
Purchase Networking System	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Next Generation/ERP Support System	Jefferson	2020-2022	In Construction	70	12/31/23	
Purchase Research Computing Infrastructure	Jefferson	2018-2020	In Construction	10	12/31/22	
Purchase Research Computing Infrastructure	Jefferson	2020-2022	Awaiting Initiation by Agency			
Regional Biocontainment Laboratory Pressurization Upgrade	Jefferson	2020-2022	In Construction	35	08/30/25	
Renovate and Expand Threlkeld Resident Hall See Belknap Campus New Residence Halls (combined auth) \$33.275 of agency bonds authorized was reallocated to Demolish and Construct Residence Halls	Jefferson	2018-2020	Combined Authorities			
Renovate Bass Rudd Tennis Center	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Cardinal Football Stadium See Renovate Cardinal Stadium Club (combined auth)	Jefferson	2020-2022	Combined Authorities			

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Renovate Cardinal Park	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Cardinal Stadium Club (combined auth)	Jefferson	2020-2022	In Construction	75	03/31/23	
Authorizations for the following projects have been combined and reported 11/18/2021						
Renovate Cardinal Football Stadium - \$10 million in other funds (cash)						
Cardinal Stadium Club Upgrades -\$2 million in other funds (cash)						
Design-build project delivery method reported to CPBOC on 11/18/2021						
Renovate Dental School Administrative Space	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Ekstrom Library	Jefferson	2018-2020	Multiple Subprojects			
Sub-projects (Prior 2010-2012 Authorization - Reauthorized through 2014-2016)						
Renovate Ekstrom Library (Sub-project: Phase 1 - 1st floor) - Complete/Closed out						
Renovate Ekstrom Library (Sub-project: Phase 2 - Delphi Teaching Resource Center) - Complete/Closed out						
Sub-project (Current Authorization)						
Renovate Ekstrom Library (Sub-project: Phase 3 - 3rd floor) - Complete/Closed out						
\$3.6 million of a prior 2006-2008 authorization and 2008-2010 reauthorization was used to renovate the lower level for exhibit, research, and archival storage						
Renovate Ekstrom Library	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Garvin Brown Boathouse	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Golf Club Shelby County	Shelby	2020-2022	Awaiting Initiation by Agency			
Renovate HSC Instructional and Student Services Space	Jefferson	2020-2022	Awaiting Initiation by Agency			
Sub-project (Prior 2012-2014 Authorization)						
Expand and Renovate - Instructional Building at HSC (Sub-project: Phase 1 - 1st and 2nd floors/HVAC) - Complete/Closed Out						
Renovate Lynn Soccer Stadium	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Marshall Center	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Office Building	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Parking Structures	Jefferson	2020-2022	In Construction	50	06/30/22	
Renovate Patterson Baseball Stadium	Jefferson	2020-2022	Planning			
Renovate School of Medicine Building 55A	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate School of Nursing Building	Jefferson	2020-2022	Multiple Subprojects			
Sub-project:						
Renovate School of Nursing Building (Sub-project: Phase I)						
Renovate School of Nursing Building (Sub-project: Phase II)						

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Renovate School of Nursing Building (Sub-project: Phase I)	Jefferson		Complete/In Warranty	100	12/31/21	09/01/21
Renovate School of Nursing Building (Sub-project: Phase II)	Jefferson		In Construction	35	12/31/22	
Renovate Thornton's Academic Center	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Trager Football Practice Facility	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovate Ville Grill	Jefferson	2020-2022	Complete/Closed Out	100	11/30/20	04/30/21
Renovate Vivarium Facilities	Jefferson	2020-2022	Awaiting Initiation by Agency			
Renovation and Adaptation Projects for Various Buildings	Jefferson	2020-2022	In Construction	20	12/31/22	
Replace Artificial Turf Field III	Jefferson	2020-2022	In Construction	35	06/30/23	
Replace Artificial Turf Field IV	Jefferson	2020-2022	Awaiting Initiation by Agency			
Replace Electronic Video Boards	Jefferson	2020-2022	In Construction	40	06/30/22	
Replace HVAC Various Buildings	Jefferson	2020-2022	In Construction	20	06/30/22	
Replace Papa John's (Cardinal) Stadium Seats	Jefferson	2018-2020	Complete/Closed Out	100	12/30/20	03/01/21
Replace Seats in Athletic Venues	Jefferson	2020-2022	In Construction	50	06/30/22	
Resurface & Repair Parking Lot	Jefferson	2020-2022	Complete/In Warranty	100	12/31/21	02/01/22
Steam Plant Modernization Approved pursuant to KRS 45.763	Jefferson	2020-2022	Bidding			
Upgrade and Expand WiFi and Cellular Services at Cardinal Stadium	Jefferson	CPBOC-12/01/19	In Construction	15	12/31/22	

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Postsecondary Education Cabinet/University of Louisville Construct HSC Parking Structure II	01/15/11	\$447,042.82	Part of first floor is waiting on build out. Planning has started to identify the budget to put offices and/or labs in the space.

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Postsecondary Education Cabinet/Northern Kentucky University						
Acquire Land/Master Plan 2010-2012 Approved pursuant to KRS 45.763 2011 - \$2.5 million in agency bond proceeds for 26 parcels of land, primarily single family homes, included in Board-approved land acquisition and Master Plan Land acquisition area, to be acquired over many years, is outlined in 2009 Master Plan	Campbell	2010-2012	Planning			
Construct Indoor Tennis Facility	Campbell	2020-2022	Planning			
Construct Mixed-Use Facility with Student Housing Approved pursuant to KRS 45.763 Sub-projects: Construct Mixed-Use Facility with Student Housing (Sub-project: Phase I - North Side) - Complete/Closed Out Construct Mixed-Use Facility with Student Housing (Sub-project: Phase II - South Side)	Campbell	2016-2018	Multiple Subprojects			
Construct Mixed-Use Facility with Student Housing (Sub-project: Phase II - South Side) Mixed-use development of 20-30,000 square feet of full-service and casual restaurant and retail tenants, a 100-110 room hotel, 150-200 market rate apartments, parking and office space	Campbell	2016-2018	Planning			
Construct Research/Innovation Building Approved pursuant to KRS 45.763	Campbell	2018-2020	Awaiting Initiation by Agency			
Construct/Acquire New Residence Hall 2016-2018 Sub-projects: Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase I) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase II) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Commonwealth Hall Renovation) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Construct New Residence Hall) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Kentucky Hall Renovation) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: KY/CW/Univ. Suites Roof Replacements) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Exterior Repairs) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Renovations) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Cooling Tower Replacement) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Woodcrest Apartments Stair Replacement) - Cancelled	Campbell	2016-2018	Multiple Subprojects			
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase I)	Campbell	2016-2018	Complete/In Warranty	99	03/31/22	03/11/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Callahan Hall Renovation Phase II)	Campbell	2016-2018	Bidding			

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Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Construct New Residence Hall) CM at-Risk project delivery method reported to CPBOC on 11/20/2018	Campbell	2016-2018	Complete/In Warranty	100	07/20/21	08/13/21
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: KY/CW/Univ. Suites Roof Replacements)	Campbell	2016-2018	Bidding			
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Renovations)	Campbell	2016-2018	In Construction	80	07/16/22	
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Cooling Tower Replacement)	Campbell	2016-2018	Complete/In Warranty	99	05/31/22	05/31/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs)	Campbell	2016-2018	Planning			
Enhance Student Union Sub-project: Enhance Student Union (Sub-project: Food Service Renovations) Enhance Student Union (Sub-project: Replace SU Ballroom AV/IT) - Complete/Closed Out	Campbell	2020-2022	Multiple Subprojects			
Enhance Student Union (Sub-project: Food Service Renovations)	Campbell	2020-2022	Complete/In Warranty	100	08/01/21	08/01/21
Expand/Renovate Soccer Stadium	Campbell	2020-2022	Awaiting Initiation by Agency			
Reconstruct West Side Parking	Campbell	2018-2020	Awaiting Initiation by Agency			
Renew E&G Building Systems Projects Pool	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Fine Arts Center Phase II	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Nunn Hall	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Steely Library	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate Brown Building	Campbell	2020-2022	In Construction	85	06/30/22	
Renovate Residence Halls	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Construct Campbell Hall Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Expand Baseball Field	Campbell	2018-2020	Awaiting Initiation by Agency			
Renovate/Expand Business Academic Building	Campbell	2020-2022	Awaiting Initiation by Agency			
Renovate/Expand Civic Center Building	Campbell	2020-2022	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Northern Kentucky University

Report Quarter: 2022-3 (July)

Print Date: 06/14/2022

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Replace Event Center Technology Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			
Replace Underground Utility Infrastructure	Campbell	2020-2022	Awaiting Initiation by Agency			
Upgrade Admin/IT Infrastructure Pool Approved pursuant to KRS 45.763	Campbell	2020-2022	Awaiting Initiation by Agency			

* indicates projects involving General Fund supported bonds or "state" cash (General Fund, Investment Income, Capital Construction Surplus, Contingency Fund, Emergency Fund, or Statewide Deferred Maintenance Fund).

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Western Kentucky University

Report Quarter: 2022-3 (July)

Print Date: 06/27/2022

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Postsecondary Education Cabinet/Western Kentucky University						
Capital Renewal Pool - 2020-2022	Warren	2020-2022	Awaiting Initiation by Agency			
Construct Parking Structure IV	Warren	2020-2022	Awaiting Initiation by Agency			
Construct South Plaza	Warren	2020-2022	Awaiting Initiation by Agency			
Construct, Renovate and Improve Athletic Facilities	Warren	2020-2022	Design/Phase C			
Use of \$5.5 million in private funds for Improve Softball and Soccer Complex reported to CPBOC on 2/22/2022						
Sub-project:						
Construct, Renovate and Improve Athletic Facilities (Sub-project: Improve Softball and Soccer Complex)						
Construct, Renovate and Improve Athletic Facilities (Sub-project: Improve Softball/Soccer Complex)	Warren	2020-2022	Planning			
Demolish Foundation Building/Improve Site	Warren	2020-2022	In Construction	0	05/03/23	
Demolish Garrett Conference Center/Improve Site	Warren	2020-2022	In Construction	5	05/03/23	
Demolish Tate Page Hall/Improve Site	Warren	2020-2022	Complete/In Warranty	100	12/17/21	12/17/21
Improve Life Safety Pool/Academic Buildings	Warren	2020-2022	Awaiting Initiation by Agency			
Purchase Property for Campus Expansion 2020-2022	Warren	2020-2022	Awaiting Initiation by Agency			
Purchase Property/Parking and Street Improvements 2020-2022	Warren	2020-2022	Awaiting Initiation by Agency			
Remove and Replace Student Housing at Farm	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Academic Complex	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate and Expand Clinical Education Complex	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate and Expand Innovation Campus	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Center for Research and Development Phase I	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Central Heat Plant	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Grise Hall	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Helm/Cravens Library	Warren	2018-2020	Construction/Multiple Bid Packs			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Western Kentucky University

Report Quarter: 2022-3 (July)

Print Date: 06/27/2022

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Sub-projects:						
Renovate Helm/Cravens Library (Sub-project: Construct WKU Commons @ Helm Library)						
Renovate Helm/Cravens Library (Sub-project: Partial Demolition of Helm Library) - Complete/Closed out						
Renovate Helm/Cravens Library (Sub-project: Construct WKU Commons @ Helm Library)	Warren	2018-2020	Complete/In Warranty	95	03/31/22	03/31/22
Renovate Jones Jagers Interior	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Kentucky Building	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Ogden College of Science and Engineering Facility	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Police Department	Warren	2020-2022	Complete/In Warranty	100	05/31/21	06/30/21
Renovate Potter College Arts and Letters Facilities	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Raymond Cravens Library	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate South Campus	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate State and Normal Street Properties	Warren	2020-2022	Awaiting Initiation by Agency			
Renovate Tate Page Hall	Warren	2020-2022	Cancelled			
Repair/Replace Roof at Center for Research and Development	Warren	2020-2022	Planning			
Replace Underground Infrastructure	Warren	2020-2022	Planning			

* indicates projects involving General Fund supported bonds or "state" cash (General Fund, Investment Income, Capital Construction Surplus, Contingency Fund, Emergency Fund, or Statewide Deferred Maintenance Fund).

July 6, 2022

Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

Subject: Sundry Medical and Research Equipment

Dear Senator Girdler and Representative Freeland and Honorable Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45.760(5), the University of Kentucky hereby reports the purchase of the following item of medical equipment in excess of \$200,000. Money specifically budgeted and appropriated by the General Assembly for another purpose or program is not being used to acquire this item.

A neonate Transport Type III ambulance has been purchased from Frazer, LTD for use by UK HealthCare. Neonate ambulances are used to transport children receiving care from UK HealthCare's Kentucky Children's Hospital. The Transport Type III ambulance will serve as a replacement ambulance to ensure that current operating volume is maintained without interruption due to mechanical issues. The total cost of the medical equipment was \$266,197.00 and the equipment was purchased with private funds. The item will be located at UK Hospital Chandler Medical Center in Lexington, Kentucky.

Please advise if you have any questions or if you would like additional information.

Sincerely,



Angela Martin
Vice President for Financial Planning and Chief Budget Officer

cc: Elizabeth Baker
Teresa Centers

SENATE MEMBERS

Robert Stivers
President, LRC Co-Chair
David Givens
President Pro Tempore
Damon Thayer
Majority Floor Leader
Morgan McGarvey
Minority Floor Leader
Julie Raque Adams
Majority Caucus Chair
Reginald Thomas
Minority Caucus Chair
Mike Wilson
Majority Whip
Dennis Parrett
Minority Whip



LEGISLATIVE RESEARCH COMMISSION

State Capitol 700 Capital Avenue Frankfort KY 40601

502-564-8100

Capitol Fax 502-564-2922

Annex Fax 502-564-6543

legislature.ky.gov

Jay D. Hartz
Director

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Minority Caucus Chair
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Majority Whip
Angie Hatton
Minority Whip

June 24, 2022

Holly M. Johnson, Secretary
Finance and Administration Cabinet
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

Dear Secretary Johnson:

Pursuant to KRS 45.800(2), this letter is to notify you that at its June 23, 2022 meeting; the Capital Projects and Bond Oversight Committee did not approve the \$971,800 transfer from the Capital Construction and Equipment Purchase Contingency Account to the Finance and Administration Cabinet, Department for Facilities and Support Services for moving costs associated with the Finance and Administration Cabinet's and Office of State Budget Director's relocation from the Capitol Annex to the Transportation Cabinet Office Building. The committee wished to review an itemized list of the moving expenditures before taking action. Based on this, the committee respectfully asks that the transfer be resubmitted with the itemized list for its July meeting, currently scheduled for July 21, 2022.

If you have any questions, then please contact Katherine Halloran, Committee Staff Administrator, (502) 564-8100, extension 59124.

Sincerely,

Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee

C: Members, Capital Projects and Bond Oversight Committee
John Hicks, State Budget Director
Janice Tomes, Deputy State Budget Director, Office of State Budget Director
Kevin Cardwell, Deputy State Budget Director, Office of State Budget Director
Sam Ruth, Commissioner, Department for Facilities and Support Services, Finance and Administration Cabinet
Charles Bush, Deputy Commissioner, Department for Facilities and Support Services, Finance and Administration Cabinet
Jennifer Linton, Executive Director, Office of Facility Development and Efficiency, Department for Facilities and Support Services, Finance and Administration Cabinet



July 11, 2022

Capital Projects and Bond Oversight Committee
702 Capital Avenue, Room 34, Capitol Annex
Frankfort, KY 40601

RE: \$1,800,000 Casey County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used finance High School track & tennis renovations.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

Enclosures

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$1,800,000

Issue Name:

Casey County School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

High School Track & Tennis Improvements

Projected Sale Date of Bonds:

Q3 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moody's: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / *To be filled in by SFCC*

Date scheduled for Committee review:

/ / *To be filled in by SFCC*

Month Day Year

Estimated par amount of Bonds:

% Share of total Bonds:

Estimated average annual debt service:

Estimated debt service reserve:

SFCC Portion	Local Portion	Total
\$0	\$1,800,000	\$1,800,000
0.00%	100.00%	100.00%
\$0	\$215,439	\$215,439
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$19,000	\$19,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$10,850	\$10,850
\$0	\$36,000	\$36,000
\$0	\$0	\$0
\$0	\$65,850	\$65,850

Anticipated Interest Rates:

5 Years: 3.000% 10 Years: 3.400% 15 Years:
20 Years:

Notes: No tax Increase required



July 19, 2022

Capital Projects and Bond Oversight Committee
702 Capital Avenue, Room 34, Capitol Annex
Frankfort, KY 40601

RE: \$700,000 Eminence Ind. School District Finance Corporation
School Building Revenue Bonds, Series of 2022B

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance various renovations within the district.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink that reads 'Dwight G. Salsbury'.

Dwight G. Salsbury

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$700,000	
Issue Name:	Eminence Ind. School District Finance Corporation School Building Revenue Bonds, Series of 2022B	
Purpose:	Various improvements within the district	
Projected Sale Date of Bonds:	Q3 2022	
First Call Date:	8 Years at par	
Method of Sale:	Competitive Bids	
Place/time of sale:	Parity/SFCC, Frankfort, Ky. / TBD	
Bond Rating:	Moody's: "A1"	
Bond Counsel:	Step toe and Johnson, Louisville, KY	
Fiscal Agent:	RSA Advisors LLC, Lexington, Kentucky	
Date received by SFCC:	/ /	<i>To be filled in by SFCC</i>
Date scheduled for Committee review:	/ /	<i>To be filled in by SFCC</i>

Month Day Year

Estimated par amount of Bonds:
 % Share of total Bonds:
 Estimated average annual debt service:
 Estimated debt service reserve:

SFCC Portion	Local Portion	Total
\$0	\$700,000	\$700,000
0.00%	100.00%	100.00%
\$0	\$45,411	\$45,411
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)
 Special Tax Counsel
 Number verifications
 Bond Rating & Bank Fee
 Underwriter's Discount
 Credit Enhancement
 Total Cost of Issuance:

\$0	\$7,700	\$7,700
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$7,700	\$7,700
\$0	\$14,000	\$14,000
\$0	\$0	\$0
\$0	\$29,400	\$29,400

Anticipated Interest Rates:

5 Years: 3.000% 10 Years: 3.250% 15 Years: 4.000%
 20 Years: 4.000%

Notes: No tax Increase required



**University of Kentucky
Purchasing Division
Capital Construction
Procurement**

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9100
F: 859-257-1951
www.uky.edu

July 14, 2022

Capital Projects and Bond Oversight Committee
State Capitol Annex
702 Capital Annex, Room 34
Frankfort, KY 40601

Re: Request for Proposal – UK-2248-22 (Capital Project# 2564.0)

This letter is to inform you that we intend to utilize the "Construction Manager at Risk" project delivery method for the **Construction Services for College of Medicine and Health Education Building** project. We are submitting a copy of the Request for Proposals (RFP) along with this letter.

We will be happy to provide any additional information or answer any questions you have regarding this RFP.

Sincerely,

Barry Swanson
Chief Procurement Officer
University of Kentucky
322 Peterson Service Building
411 South Limestone
Lexington, KY 40506-0005

Cc: Kevin Locke
CPMD Business Office

see blue.

An Equal Opportunity University



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2248-22

Proposal Due Date – 04/14/2022

Construction Management Services

For

College of Medicine / Health Education Building

Project No. 2564.0



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-2248-22	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:	03/22/2022	
Title:	Construction Management Services	
Purchasing Officer:	Ken Scott	
Phone/email:	859-257-9102/Kenneth.scott@uky.edu	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/14/2022 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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Attachments

Attachment "A" General Conditions for CM at Risk

Attachment "B" Contract Agreement between the University of Kentucky and CM at Risk

Attachment "C" Special Conditions for CM at Risk

Attachment "D" Current Schedule

Attachment "E" Staffing Matrix – Submitted with Phase 2 Response

Attachment "F" Bonds and Affidavit – Submitted with Phase 2 Response

Attachment "G" DBE Participation Goals – Submitted with Phase 2 Response

Attachment "H" Tree Protection Standards

Attachment "I" Geotechnical Report – Not Available at this time

Attachment "J" College of Medicine Site Selection Study

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 currently **\$337,000,000** with a total maximum construction budget of approximately **\$224,700,000**, to include costs for Construction Management Services as well as for the award of trade contracts.

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. Contract award contingent on Board of Trustees approval.

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 CM shall break the trade packages down such that there are no fewer than ten (10) trade contracts.

A Pre-Proposal Conference will be held on **04/04/2022 at 10:00 AM**, via ZOOM invite. Please see Section 3.3 for additional information.

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

2.2 Background Information

Physician demand is expected to exceed supply exponentially over the next ten years. The situation in Kentucky is especially dire as the medical needs across the state are among the highest in the nation, particularly in rural areas. Training physicians and other healthcare professionals to practice statewide in Kentucky is of major importance and to do that effectively, the College of Medicine and other healthcare colleges at the University of Kentucky need the space available to grow the number of medical/healthcare students to meet the needs of the Commonwealth. As part of the College's planned growth strategy, this would establish a world-class medical education facility that will become the hub of medical education in the Commonwealth and beyond.

The project is planned to include approximately 380,000 square feet for classrooms, simulation suites, conference rooms, as well as office and support space for the College of Medicine and other academic healthcare colleges to be determined. For design services, the scope of work will include program validation, detailed programming, services, schematic design thru construction documentation phases, and budget estimates for all phases with projected timelines for each.

The University anticipates returning to the Board of Trustees for approval to move forward with the bidding and construction phases.

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.

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

PHASE 1	
Release of RFP	03/22/2022
Pre-Proposal Conference at 2:00 PM***	04/04/2022
Deadline for Written Questions Phase 1	04/06/2022
RFP Proposals Due Date at 3:00 PM***	04/14/2022
Evaluation of Phase 1 Proposals	04/18/2022
PHASE 2*	
Notification of Phase 2 Finalist	04/19/2022
Deadline for Written Questions from Phase 2 Finalist	04/27/2022
Offeror Presentations from Phase 2 Finalist – On Campus, Gatton Student Center	05/06/2022
Contract Award	05/09/2022

*Decisions and Clarification's will be incorporated into the proposal documents by an addendum.

**The Phase 2 Key Events are confirmed dates.

***All times referenced are Eastern Time (Lexington, Kentucky Time)

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:

Ken Scott
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 323-5405
Fax: (859) 257-1951
E-mail: Kenneth.scott@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 **04/04/2022 at 10:00am** via ZOOM: <https://uky.zoom.us/j/87843165975> 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 all questions submitted and make them available to all offerors. The questions and answers will 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 Phase 2 Finalists shall be required to make a presentation to the evaluation committee. The interviews are scheduled to be held on **May 6, 2022**. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

The Financial Proposal shall be submitted only by the Offerors that are selected as Phase 2 Finalist for performing the Work. The Financial Proposal shall be a lump sum proposal to include all costs through warranty. Phase 2 Finalists must provide one (1) copy of the Financial Proposal at the interview presentation and addressed to:

Ken Scott
Purchasing Division
University of Kentucky
411 South Limestone St.
322 Peterson Service Building
Lexington, KY 40506-0005

Financial Proposals shall be enclosed in envelopes to the above referenced address and shall show the solicitation number and the name and address of the Offeror on the face of the envelope.

The fee shall include no less than the services requested in the RFP, and as listed below:

- a. All pre-construction services and expenses
- b. All field office expenses
- c. All field staff expenses
- d. All office equipment and supplies
- e. All office maintenance and furnishings
- f. All communications services including phone and internet services
- g. All job-site computers, software and printers, including electronic submittals
- h. All project transportation costs including vehicles and travel
- i. All miscellaneous printing and photo costs for documents printed for the use of the CM's staff
- j. Costs for a thorough constructability and interdisciplinary coordination review of the Construction Documents. The Construction Manager will work with the University and the Designer of Record in identifying and preparing Bid Packages for soliciting trade representation. The University requires a minimum of seven (7) trade contracts, with more provided as appropriate.
- k. Three (3) detailed cost estimates at the end of each design phase of the project, plus a final cost estimate broken down to correspond to the respective trade contracts to be bid.
- l. All overhead and profit
- m. Premium from performance and payment bonds shall assume a **\$224,700,000** construction cost (construction costs will be the sum total of all trade contracts and the Construction Manager contract and will be adjusted after procurement of all trades).
- n) Premium for General Liability insurance shall assume a **\$224,700,000** construction cost (construction costs will be the sum total of all trade contracts and the Construction Manager contract and will be adjusted after procurement of all trades)

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 web site: <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 (1) printed copy and two (2) digital (pdf) copies of each technical proposal under a sealed cover, prior to **3:00 P.M. Lexington, KY, time on April 14, 2022** and addressed to:

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

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.

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.

3.10 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. Please address email to kenneth.scott@uky.edu.

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 – Project Team Qualifications
- Criteria 3 – Services Defined
- Criteria 4 – Scheduling Ability
- Criteria 5 – Constructability and Interdisciplinary Coordination Review

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 6.11.

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. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
2. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
3. 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.

- a) Please provide a brief narrative describing of the history of your firm. Identify the number of employees in your firm, and the ownership.
- b) Please 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 – Project Team Qualifications

- a) Please provide an organization chart, resumes of key team members, and brief description of roles and responsibilities.
- b) Complete and provide the detailed staffing chart for construction indicating the on-site staffing that you recommend to adequately provide the construction management services requested. Refer to Attachment (“F”) Staffing Matrix.

- c) Please describe at least 5 projects of similar scale and complexity to which project members of the team have been involved and the level of their involvement. Provide the project name, size, cost, date, firm role, team member role, and owner contact information.
- d) The CM must commit that staff identified in your proposal will actually perform the assigned work and be committed for the duration. Describe the level of commitment and the ability your firm has regarding this assurance and the stability of the proposed team.

4.7 Criteria 3 – Services Defined

- a) The CM should provide documentation of their understanding of the services requested in the RFP and contract documents.
- b) Your proposal must 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 must 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) Describe your firm's Disadvantaged Business Enterprise program and strategy for achieving DBE participation as well as your strategy to promote local trade, contractor, and vendor participation this project.

4.8 Criteria 4 – Scheduling Ability

- a) Explain how your firm/team approaches scheduling and schedule maintenance to assure a successful on time completion of the design and construction phases.
- b) Provide examples of schedules your firm has generated in support of projects of the size and complexity of this project.

4.9 Criteria 5 – Constructability and Interdisciplinary Coordination Review

- a) Describe the process your firm will undertake to accomplish a comprehensive constructability and interdisciplinary coordination review of the final construction documents for Bid Packages. Confirm this process will identify constructability problems and document related conflicts which will be corrected and incorporated into bidding documents to reduce RFI's and minimize change orders.
- b) Provide examples of the final products of such reviews and describe how their results can be productively incorporated into the construction documents.

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 University of Kentucky will use a multi-phase evaluation process as outlined below.

The evaluation will be based upon the information provided in the proposal, the Financial Proposal, additional information requested by the University for Clarification, information obtained from references and independent sources, and oral presentations, if requested.

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 evaluation of responsive proposals shall then be completed by an evaluation committee and will be evaluated strictly in accordance with the requirements set forth in this RFP, including any addenda that are issued.

Phase 1 Evaluation Process and Scoring

The evaluation committee shall review proposals and each committee member shall independently score each proposal based on the Phase 1 Evaluation Criteria contained in this document. The score as determined by each evaluation committee member will be averaged to determine the Phase 1 committee composite score for each Offeror. Insofar as it is practical, no less than two (2) Offerors will be selected to participate in Phase 2.

A minimum score to proceed to Phase 2 is 75.

The relative weight and available points/score of the criteria for Phase 1 is defined below:

Qualifications – Firm	20 Points
Project Team Qualifications	30 Points
Services Defined	30 Points
Scheduling Ability	10 Points
<u>Constructability and Interdisciplinary Coordination Review</u>	<u>10 Points</u>
Maximum Points available for Phase 1	100 Points

Phase 2 Evaluation Process and Scoring

Each Offeror selected to participate in Phase 2 shall be required to participate in a Presentation before the evaluation committee and shall submit a Financial Proposal. Phase 2 finalist may also be required to submit additional information as requested by the University.

Phase 2 Step 1 - The Phase 2 Presentations and any additional information supplied by the finalist shall be evaluated and ranked by the evaluation committee members, who shall not have knowledge of the Financial Proposal component. Each evaluator shall independently evaluate the Phase 2 non price offers and indicate a ranking (1st, 2nd, 3rd, etc...).

The evaluation committee shall then discuss and determine the ranking for each Offeror.

The relative weight and available points/score of the criteria for Phase 2 Step 1 is defined below:

<u>Rank</u>	<u>Points/Score</u>
1st	100 Points
2nd	75 Points
3rd	50 Points
4th or below	25 Points

The total maximum points/scores available for the Non Price committee composite score for Phase 2 Step 1 will be 100 points/score.

Phase 2 Step 2 - A total average Non-Price score for Phase 1 and for Phase 2 Step 1 shall be calculated for each Offeror taking part in Phase 2. The maximum points/score available for Non-Price Score will be 200. The Offerors shall have their Non-Price Score determined by applying the following formula:

$$\text{Phase 1} + \text{Phase 2 Step 1} = \text{Phase 2 Step 2 Non-Price Score}$$

Phase 2 Step 3 - The Financial Proposals are evaluated in Phase 2 Step 3. The maximum points/score available for Offeror's Financial Score will be 200. The Offeror proposing the lowest price/score shall receive the maximum price/score of 200 points. The Offerors shall have their price/score determined by applying the following formula:

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

Phase 2 Step 4 - The Offeror with the highest point total from Phase 2 Step 2 plus Phase 2 Step 3 shall receive the award unless the Financial Proposal is in excess of the authorized budget. If two or more of the Offerors achieve the same highest point total at the end of the final phase scoring, the purchasing officer shall request best and final proposals from each Offeror. The Offerors shall have their price/score determined by applying the following formula:

$$\text{Non Price Score (Phase 1 and Phase 2)} + \text{Offeror's Financial Score} = \text{Offeror's Total Score}$$

The financial evaluation of this work will be based on the total lump sum for the two projects.

Total Evaluation Scoring

The relative importance and available points/score of the criteria for Phase 2 is defined below:

Maximum Financial Proposal Point/Score	200 (50%)
Maximum Non Price Points/Score for Phase 1 and Phase 2	200 (50%)

Maximum Points available for Financial and Non Price Score 400 Points

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).

6.0 SUPPLEMENTAL CONDITIONS

6.1 Terms and Conditions

The General Conditions of the Contract for Construction by a Construction Manager at Risk are attached as Attachment “A”.

6.2 Contract

The Contract between University of Kentucky and Construction Manager at Risk are attached as Attachment “B”.

The proposal shall include pricing for all phases as described herein.

6.3 Special Conditions

The Special Conditions of the Contract for Construction by a Construction Manager are attached as Attachment “C”

6.4 Bonding

Only Phase 2 Offerors shall submit 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 offeror. All bonding and insurance requirements are contained in the RFP and/or General Conditions.

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 as defined in the Agreement, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void.

The Construction Manager shall provide a Performance and Payment Bond initially in the amount of the Construction Management Service fee and, subsequently, the Construction Manager shall provide performance and payment bonds for each phase of the Work to be performed under the Contract at such time the phase of the Work is awarded, each in a penal amount equal to the dollar amount for the Work included in the applicable phase.

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 Director of Purchasing 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 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.

6.7 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.

6.8 Construction Manager Cooperation in Related Efforts

The University of Kentucky reserves the right to undertake or award other contracts for additional or related work. The Construction Manager shall fully cooperate with such other Contractors and University employees and carefully fit their work to such additional work. The Construction Manager shall not commit or permit any act, which will interfere with the performance of work by any other Contractor(s) or by University employees. This clause shall be included in the contracts of all parties with whom this Construction Manager will be required to cooperate. The University shall equitably enforce this clause to all parties, to prevent the imposition of unreasonable burdens on any Construction Manager

6.9 Construction Manager 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

7.0 SCOPE OF SERVICES

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

- Design Phase (Estimating, Budget Reconciliation, and Constructability Reviews for each phase, Schematic Design through Construction Documents)
- Bid and Award
- Construction, including Acceptance
- Post Construction, including Warranty.

The CM, in consultation with the Designer of Record (JRA Architects) 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 (JRA Architects) and University the CM will assume the lead in maintaining the project schedule, bidding, construction progress, facility acceptance, and all post construction activities.

7.1 Preliminary Project Schedule:

The proposed schedule for this project is as follows:

Schematic Design Complete	11/03/2022
Design Development Complete	04/06/2023
Construction Documents Complete	11/30/2023
Bid and award Trade Contracts	03/06/2024 (Tentative)
Begin construction	03/25/2024 (Tentative)
Substantial Completion	10/27/2026 (Tentative)

(Bid and award dates contingent on determination of feasibility for the issuing of early bid packages.)

7.2 Proposal Submittal Requirement

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 DBE 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 straightforward, 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:

7.3 Construction Management Team

The ultimate success of the project is dependent on the skills and expertise of the CM Project Manager and the individuals assigned to provide the services required. The proposal shall provide detailed information on the key personnel and support staff proposed to be assigned on this project. The CM Project Manager is the individual who is assigned to the project to provide overall management during both design and construction and who has the total responsibility for the successful completion of the project. This submittal should include responsibilities of each team member along with resume and qualifications of each member proposed. The individuals named shall be available for assignment to this project. Team members proposed and/or assigned must be available for the duration of the project and cannot be changed or reassigned without the approval of the University of Kentucky. The University of Kentucky may request team members be replaced at any time.

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

7.4 Construction Management Experience

The proposal submittal shall include projects completed or that are still under construction that demonstrates your experience in supplying construction management services on projects of similar size, type and complexity as College of Medicine / Health Education Building at the University of Kentucky. The Owner's and the design consultant's contact person(s) on each of the projects listed shall be provided along with current telephone numbers. The submittal should include a written narrative on how your organization managed the design and construction process on these projects. Select relevant projects. The projects selected should be projects completed by the personnel that will supply management services for this project.

7.5 Design Phase Services

The University has retained the design team of JRA Architects / HOK Architects (JRA / HOK) to provide design and conventional architectural contract administration services for the project. The CM, in consultation with JRA / HOK, and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both JRA / HOK and the University.

The CM shall:

1. Provide all project scheduling as defined above, including the development of a CPM type master schedule for all significant activities during the pre-construction period. Also, prepare a CPM type master construction schedule for inclusion in the construction contract documents.
2. Assist the University and the design consultant in determining the feasibility of issuing of early bid packages or phasing of construction.
3. Prepare required detailed construction cost estimates to support the design process. Each estimate will be reconciled with an estimate compiled by the design team's cost consultant. Estimates will be submitted at the completion of each design phase, to be reconciled with the equivalent estimate submitted by the Design Team's estimating sub-consultant, Programming (100%), Schematic Design (100%), Design Development (100%), & Construction Documents (80%).

4. Prepare a report containing detailed value engineering assessments at the end of each phase of design. The report shall consider cost estimates, value engineering estimates, constructability, materials and construction techniques, sequencing of construction, separation of contracts, etc. Recommend action, if required, to maintain project budgets and schedule.
5. Participate in Phase I,II and III design 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.
6. Provide Special Conditions for approval by JRA / HOK and the University and for inclusion in bidding and contract documents.
7. Identify and recommend the most cost effective work categories, and provide the methods and means to clearly identify and define these cost effective construction categories, and their responsibilities to be included in the specifications and drawings.

7.6 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.

7.7 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 master construction schedule in a format compatible with Primavera P6 scheduling software.

- 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 "D") as well as the staffing levels dictated by the Staffing Matrix.

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.

7.8 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.

7.9 Compliance With State Laws

Resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance and a 100% Performance and Payment Bond for the full amount of the fee negotiated during Phase II of the selection process, adjusted to equal the total contract sum as described above. The CM fee should reflect bonding and insuring the project for the full stipulated amount of **\$224,700,000** however the actual bonds will not be required until the trade/work categories are awarded. For example, if the CM fee is \$200,000, then the University requires a bond for \$200,000 and as each trade/work category is awarded the bonds shall be increased to cover the awarded amount up to the stipulated amount.

8.0 FINANCIAL OFFER SUMMARY FORM

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.

Please 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) although an initial contract will be awarded for Design Phase Services only. Bidding, construction and post-construction phase services will later be added by amendment to the initial contract (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 Additional Cost to Complete

Additional fees for work the Owner requires on the part of the Construction Manager beyond the scope of services of this Request for Proposal shall be negotiated based on the additional services required.

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FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK
University of Kentucky
Capital Construction Division

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

These General Conditions are binding upon the Construction Manager 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 ARCHITECT'S 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 Construction Manager, 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 Construction Manager 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 CONSTRUCTION MANAGER or CONSTRUCTION MANAGER AT RISK (CM) - The term "Construction Manager" or "Construction Manager at Risk" (CM) 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 construction manager, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Trade Contracts and Purchase Orders for the Project.

1.1.7 CONTRACT - The term "Contract" means the Contract between Owner and Construction Manager and consists of all Contract Documents as defined in Article 1.1.10 of these General Conditions.

1.1.8 CONTRACT AMOUNT - The term "Contract Amount" means the sum stated in the Agreement which represents the total amount payable by the Owner to the Construction Manager 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.

1.1.9 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the Construction Manager (the "Agreement"); the Request for Proposal; the General Conditions; the Special Conditions; the Construction Manager's Form of

Proposal; the Construction Manager's Bonds; the Specifications, Drawings and Addenda for the construction of the Project which are to be used for bidding of the bid pack/Trade Contracts; 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 Construction Manager. 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 Construction Manager 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 Construction Manager to certain responsibilities or require the Construction Manager to perform certain actions, the Construction Manager 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 Construction Manager of its obligation to the University under this contract.–

1.1.10 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 Construction Manager shall complete the Work required by the Contract and shall achieve certification of substantial and final completion.

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 "CM Project Manager" means the individual employed by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager to perform and complete the Construction Manager'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 Construction Manager authorizing the Construction Manager 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 Construction Manager 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 Construction Manager on all applications for progress payments.

2.2.1 If applicable for the Work, the Consultant will verify to the Owner that the Construction Manager 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 Construction Manager. 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 Construction Manager'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 Construction Manager 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 Architect's Supplemental Instructions (ASI).

2.8 When requested by the Construction Manager, the Consultant will conduct inspections to determine if the Project is at the level of completion required by and is 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.

2.9 The Construction Manager 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 Construction Manager shall be directed to the Consultant.

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall carefully study and compare the Contract Documents with each other and with other information provided to the Construction Manager 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 Construction Manager. Any failure to properly familiarize itself with the proposed Work shall not relieve the Construction Manager 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 Construction Manager. All 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager at Construction Manager's last known address. Such notice may also, at the Owner's election, be hand-delivered to the Construction Manager or the Construction Manager'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, Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager's construction schedule and shall allow for adequate and reasonable time for review of the samples and submittals by the Consultant. The Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager for corrections as may be required. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager from the responsibility for any deviations from the requirements of the Contract Documents unless the Construction Manager 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 Construction Manager from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 6 - LAYING OUT WORK

6.1 The Construction Manager 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 Construction Manager 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 Construction Manager's Contract amount or stipulated time for completion shall be allowed when due to failure by the Construction Manager to do so.

6.2 The Construction Manager shall be responsible for all lines, levels and measurements of all Work executed under the Contract. The Construction Manager shall verify all dimensions 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 Construction Manager 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 Construction Manager 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 Construction Manager shall advise Sub-contractors and trades persons performing Work of marked lines and levels provided for their use in layout work. The Construction Manager shall verify layout information shown on drawings as required for the Work.

6.3 The Construction Manager 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 Construction Manager for performance of the Work.

6.4 If any encroachments are made by the Construction Manager or any Sub-contractor on any adjacent property, the Construction Manager shall, at the Construction Manager'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 Construction Manager 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 Construction Manager free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The Construction Manager 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 Construction Manager 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 Construction Manager shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site and in good order. A qualified representative of the Construction Manager 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 Construction Manager 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, Construction Manager, or any Sub-contractor or Supplier on any other Project.

ARTICLE 8 - TEMPORARY UTILITIES

8.1 The Construction Manager 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 Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Trade Contracts, the Construction Manager shall determine the source of supply for all materials required under that Trade Contract 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 Construction Manager 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 Construction Manager will not be excused for delays in securing materials specified.

9.4 The Construction Manager 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 Construction Manager that are related to this Project must use the name of the Construction Manager 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 Construction Manager. Any invoices received at the University that are related to this Project will be immediately forwarded to the Construction Manager. Copies of these invoices will be made and placed in the Construction Manager'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 Construction Manager 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 Construction Manager, if required, shall furnish satisfactory evidence as to the kind and quality of materials.

9.7 The Construction Manager 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 Construction Manager. 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 Construction Manager, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Sub-contractor or Construction Manager being barred from the Owner's premises. The Construction Manager 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 Construction Manager 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 Construction Manager is responsible for payment of all associated royalties. The Construction Manager 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 Construction Manager'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 Construction Manager, or included in a Trade 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 Construction Manager, but no fee shall be charged to or paid by the Construction Manager 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 Construction Manager.

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 Construction Manager shall furnish a final occupancy permit from the proper agency or agencies as required.

11.6 The Construction Manager shall, by provision within each applicable subcontract 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 Construction Manager 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 Construction Manager shall pay for any 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 Construction Manager 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 Construction Manager, 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 Construction Manager shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings for local fire truck access during construction must be maintained. The Construction Manager 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 Construction Manager utilizes the Owner's fire protection equipment, the Construction Manager shall replace any such materials lost, consumed or misplaced during the Contract period. The Construction Manager 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 Construction Manager 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 Construction Manager and Sub-contractors are responsible for the security of their own materials, tools and equipment at the Project site.

12.5 The Construction Manager shall provide to the Owner's Project Manager a key to Construction Manager'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 Construction Manager shall provide safety controls for protection of the life and health of employees and visitors. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall require all Sub-contractors to have an effective written safety program or be required to follow the Construction Manager's written safety program.

14.3 The Construction Manager 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, or occupational disease. The Construction Manager shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, or equipment incident to Work under this Contract.

14.4 The Kentucky Labor Cabinet's Division of Occupational Safety and Health may notify the Construction Manager of any noncompliance with the foregoing provisions. The Construction Manager shall, upon receipt of such notice, immediately correct the cited conditions. Notice delivered to the Construction Manager or the Construction Manager's representative at the site of the Work shall be deemed sufficient for this purpose. If the Construction Manager fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory 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 Construction Manager. 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 Construction Manager.

14.5 The Construction Manager 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 Construction Manager.

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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager can continue Work in the affected area.

15.1.3 The Construction Manager shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. The Construction Manager 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 Construction Manager, and Sub-contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The Construction Manager 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 Construction Manager's employees may be exposed; (2) Statement of the measures that Construction Manager'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 Material Safety Data Sheets (MSDS's) related to the hazardous chemicals located in the Work area; (4) Procedures that the Construction Manager'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 may be reviewed upon request by the Construction Manager or any Sub-contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by Construction Manager at its expense.

15.3 The Construction Manager and Sub-contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site. The Construction Manager and Sub-contractors shall provide the Owner with copies of Material Data Sheets for all such materials to be used.

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

15.5 The Construction Manager shall ensure that NO asbestos-containing materials (including but not limited to: drywall, joint compound, roof mastic or 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 Construction Manager 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 Construction Manager 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 Construction Manager from performing the Work in full compliance with the Contract Documents, nor relieve the Construction Manager 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 Construction Manager 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 Construction Manager with a list of construction milestones that require inspection, the Construction Manager 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 Construction Manager 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 the Specifications, the Consultant's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the Construction Manager 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 Construction Manager'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 Construction Manager. 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 Construction Manager shall pay all costs for uncovering and replacement of such Work.

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

17.1 The Construction Manager shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the Construction Manager'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 Construction Manager shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The Construction Manager shall be responsible for the acts and omissions of all Sub-contractors and persons directly or indirectly employed by the Construction Manager in the completion of the Work. The Construction Manager shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The Construction Manager 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 Construction Manager.

17.2 The Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction

Manager. Immediately after the award of Contract, the Construction Manager shall submit to the Consultant a list of Construction Manager'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 Construction Manager, in which case the Construction Manager 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 Construction Manager of the grounds. In either case, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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. 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.

18.3.1 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 CM. 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 Sub-contractor an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

18.3.2 The CM is entitled to a mark-up for bonds and insurance on all change orders. For change orders coded “End User Requested Changes” or “Other Owner Requested Changes” the CM may add overhead & profit in addition to the bonds and insurance referenced above. The mark-ups shall not exceed the combined percentage for overhead and profit, bonds, and insurance stated in the CM’s “Financial Proposal Summary”. These mark-ups will not be added to the individual change orders but will be reconciled by amendment at the completion of the project and/or on an annual basis for those projects exceeding 12 months in duration.

18.4 If none of the above methods are mutually agreed upon or if the Construction Manager 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 Construction Manager shall promptly proceed with the Work involved in the change upon receipt of a written order signed by the Owner. In such case, the Construction Manager 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 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.

18.6 The Construction Manager 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 Construction Manager 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.

18.7 The Construction Manager 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 Construction Manager 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 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 Construction Manager 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 Construction Manager. The Construction Manager shall carry out such orders promptly. If the Construction Manager should claim that an ASI involves additional cost or delay to the completion of the Work, the Construction Manager 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 Construction Manager 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 Construction Manager claims that any instructions by the Consultant involve additional cost or time extension, the Construction Manager 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 Construction Manager regards as a Change Order. Unless the Construction Manager acts in accordance with this procedure, any oral order shall not be treated as a change and the Construction Manager 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.

18.12 Prior to final payment, the Construction Manager shall provide to the Owner a full accounting of executed change orders by and between the Construction Manager and the Trade Contracts. The Construction Manager shall also provide a reconciliation of that accounting against the executed change orders by and between the Owner and the Construction Manager.

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 Construction Manager 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 Construction Manager 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 Construction Manager shall contact and cooperate with the Consultant to make the required adjustments. Any request for change in the Contract Amount by the Construction Manager 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 Construction Manager or the Construction Manager's Sub-contractor(s) for any reason, the Construction Manager 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 Construction Manager, is interrupted by activities of the Construction Manager or the Construction Manager's Sub-contractor(s) for any reason, the entire cost to restore service to the satisfaction of the Owner shall be paid by the Construction Manager. Should the Construction Manager 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 Construction Manager pursuant to Article 22 of the General Conditions.

20.3 The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager shall continue performance of the Contract as directed by the Consultant. No claim by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

Mean Number of Days When	Jan.	Feb	Mar	Apr.	May	Jun	Jul.	Aug	Sept.	Oct	Nov.	Dec.
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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager and/or the Construction Manager’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 Construction Manager and extensions of the time fixed for completion of the Contract shall be the Construction Manager'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 and 18.3.1 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager or, if no additional

payments are due, Construction Manager or the Construction Manager'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 Construction Manager of responsibility for materials and equipment incorporated into the Work that fails to meet specification requirements, or for the 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 Construction Manager shall correct it promptly after receipt of written notice from the Owner to do so. The Construction Manager 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 Construction Manager under the Contract including, but not limited to, warranties. The obligation of the Construction Manager under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranties required by the Contract, given by the Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from Construction Manager or surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

24.1 The Owner, by written notice to the Construction Manager, 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 Construction Manager 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 Construction Manager shall not be entitled to profit and overhead on Work not performed.

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONSTRUCTION MANAGER

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 Construction Manager 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 Construction Manager fails to complete the Work within such time;

26.1.2 If the Construction Manager is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Construction Manager 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 Construction Manager, or if a trustee or receiver is appointed for the Construction Manager or for any of the Construction Manager's property on account of the Construction Manager's insolvency, and the Construction Manager or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days of receipt of a request for assurance from the Owner;

26.1.3 If the Construction Manager 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 Construction Manager 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 Construction Manager disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

26.1.6 If the Construction Manager disregards the authority of the Consultant or the Owner;

26.1.7 If the Construction Manager performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

26.1.8 If the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Construction Manager's Surety not utilize the Construction Manager in performing the Work. Upon the failure or refusal of the Construction Manager'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 Construction Manager'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 Construction Manager from the site. The Owner may take possession of the Work and of all of the Construction Manager'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 Construction Manager, without liability to the Construction Manager. 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 Construction Manager but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the Construction Manager 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 Construction Manager for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Construction Manager or the Construction Manager'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 Construction Manager shall not be eligible for the award of such Contract.

26.3.3 The Construction Manager shall be liable for any damage to the Owner resulting from the termination or the Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager. 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 Construction Manager by the Owner will not release the Construction Manager from liability.

26.3.6 In the event the Contract is terminated under this Article, and it is determined for any reason that the Construction Manager 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 Construction Manager in writing or cause the Construction Manager 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 Construction Manager 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 actual 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 Construction Manager 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 Construction Manager shall notify the Consultant in writing and request an inspection. The declaration and request shall be accompanied by a list prepared by the Construction Manager of those items of Work still to be completed or corrected. The failure of the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager in writing

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 Construction Manager 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 Construction Manager 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 not less than three percent (5%) of the current Contract Amount. In the event the Construction Manager 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 Construction Manager considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the Construction Manager shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the Construction Manager that the Work is complete and is ready for final inspection and acceptance, will promptly make such inspection and if the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will notify the Construction Manager in writing to submit, and will certify to the Owner a final Certificate for Payment in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager agree on the amounts stated as liquidated damages in the Agreement. The Owner and Construction Manager agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager from further obligations and liabilities to complete the entire Contract. Permitting the Construction Manager 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 CONSTRUCTION MANAGER

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager must 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 Construction Manager shall not relieve either the Construction Manager 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 Construction Manager's place of storage and checked all items listed on the Construction Manager'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 Construction Manager'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 Construction Manager's obligations reflected in prior applications for payment.

30.6 Each payment made to the Construction Manager shall be on account of the total amount payable to the Construction Manager and the Construction Manager 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 Construction Manager 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 Within thirty (30) Calendar Days of the award of any Trade Contracts, and prior to submitting the next application for payment, the Construction Manager shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount including all trade contracts that have been awarded as of the date of that application for payment 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 Construction Manager'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 Construction Manager.

30.8 Retainage – The Owner will retain ten percent (10%) of the Construction Manager's progress payments, including amounts claimed for construction management fee 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 Construction Manager 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 Construction Manager has failed or refused to correct or complete, or

30.8.1.3 Failure of the Construction Manager to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the Construction Manager 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 Construction Manager 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 Construction Manager 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. Final change order reconciliation as per Article 18.12 must be provided prior to final payment.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the Construction Manager of all required documents and releases, all retained amounts shall be paid to the Construction Manager as part of the Final Payment. By accepting such payment, the Construction Manager certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the Construction Manager, 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 Construction Manager 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 Construction Manager on account of such Sub-contractor's work. The Construction Manager 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.

The Consultant may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the Construction Manager 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 Construction Manager'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 Construction Manager'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 Construction Manager or contractor records which may have a bearing on matters of interest to the Owner in connection with the Construction Manager'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 Construction Manager representations regarding pricing of invoices; and
- Accuracy of Construction Manager representations related to claims submitted by the Construction Manager or its payees.

31.3 The Construction Manager 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 Construction Manager 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 Construction Manager will cooperate fully and will cause all related parties and all of the Construction Manager'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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner's findings to the Construction Manager.

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 Construction manager, 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 Construction Manager, its sureties, contractors, subcontractors, vendors and their respective employees and agents

ARTICLE 32 - PROGRESS & SCHEDULING

32.1 If requested by the Owner during the Design Phase of the Project, and working in cooperation with the Owner and the Consultant(s), the Construction Manager shall prepare a Critical Path Method (CPM) type Design Phase schedule incorporating design phase and review activities through completion of the design and bidding of the Trade Contracts, shall include in this Design Phase schedule the broad categories of Work to be accomplished in the subsequent implementation of the design and construction of the Project, and shall modify and update this Design Phase schedule as necessary to reflect the actual status and then current plan for the Project.

32.2 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 using earlier versions of Primavera scheduling software (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.

32.2.1 Prior to bidding Trade Contracts, the Construction Manager shall prepare and submit to the Owner and the Consultant a preliminary CPM construction schedule for the Work that will be included in the Project bidding documents.

3.2.2.2 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.

32.2.3 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 Construction Manager and shall not be the basis of any claim for delay or extension of time.

32.2.4 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.

32.2.5 The Construction Manager 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.

32.2.6 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 Construction Manager.

32.3 The Construction Manager shall prepare and keep current, for the Consultant's approval, a separate schedule of submittals coordinated with the Construction Manager's CPM construction schedule that provides reasonable time for the Consultant to review the submittals.

32.4 The Construction Manager 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, Construction Manager, 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 Construction Manager 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 Construction Manager, 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 Construction Manager 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 Construction Manager, 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 Construction Manager or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the Construction Manager 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 Construction Manager 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 Construction Manager at the Construction Manager's expense.

35.2 The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager.

35.4. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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, Construction Manager, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. Construction Manager'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 Construction Manager or Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction manager 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 Construction Manager 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 Construction Manager'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 Construction Manager's own forces, Sub-contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the

Construction Manager at the Construction Manager's expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the Construction Manager at the Construction Manager's expense.

37.3 For existing buildings, the Construction Manager, 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 Construction Manager 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 Construction Manager. 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 Construction Manager'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 to the Owner's Project Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager unless the Construction Manager submits to the Consultant and the Owner's Project Manager a written notice of appeal within fifteen (15) Calendar Days of the Consultant's decision. The Construction Manager must present within fifteen (15) Calendar Days of such 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 Construction Manager 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 Construction Manager 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 Construction Manager, the Project Manager shall notify the Construction Manager and the Consultant and direct the Construction Manager to perform the Work about which the claim was made and the Construction Manager shall proceed with such Work in accordance with the Project Manager's instruction. If the Construction Manager disagrees with a decision of the Project Manager concerning a Construction Manager's claim, the Construction Manager shall proceed with the Work as indicated by the Project Manager's decision.

38.4 The Construction Manager 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 if other controversy should arise 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. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, comprise, pay, or otherwise adjust the claim or controversy with the Construction Manager. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the Construction Manager. The decision rendered shall be final and conclusive unless the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 (5).

40.3 The lien shall attach only to any unpaid balance due the Construction Manager 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 Construction Manager shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the Construction Manager 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 Construction Manager'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 Construction Manager and shall contain the same terms and conditions as the contracts between the Construction Manager and the Sub-contractors. The Construction Manager will be entitled to a maximum of three percent (3%) overhead and profit on the value of such assigned contracts. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager in which case fees and expenses will be the responsibility of the separate contractor and if any judgment against the Owner arises therefrom, the Construction Manager 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 Construction Manager's Work depends upon the work of any other separate contractor, the Construction Manager 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 - CONSTRUCTION MANAGER/SUB-CONTRACTOR RELATIONSHIP

43.1 The Construction Manager 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 Construction Manager is responsible for the acts and omissions of persons employed directly by the Construction Manager 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 Construction Manager 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 Construction Manager shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The Construction Manager 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 Construction Manager shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection. The Construction Manager (CM) will not be allowed to self-perform work or bid on any of the proposed work categories unless a subcontractor fails to perform and upon prior approval by the Universities authorized representatives.”

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 Construction Manager include any language in their contracts with any Sub-contractor, Trade Contractor and/or Supplier that might imply such a relationship. The Construction Manager is hereby notified that it is the Construction Manager'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 Construction Manager 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 Construction Manager’s contracts with such entities shall indicate otherwise.

43.4.3 The Construction Manager 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 Construction Manager’s Sub-contractors or suppliers, or between their sub-contractors or suppliers.

ARTICLE 44 - CASH ALLOWANCE

44.1 The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall remove all remaining waste materials, rubbish, Construction Manager'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 Construction Manager fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Construction Manager.

ARTICLE 47 - POINTS OF REFERENCE

47.1 The Construction Manager shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the Construction Manager 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 Construction Manager 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 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 Construction Manager 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 Construction Manager 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 Construction Manager. The Consultant shall be reimbursed by the Construction Manager 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 Construction Manager'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 Construction Manager.

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 Construction Manager 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 Construction Manager 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 Construction Manager. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the Construction Manager. 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 Construction Manager.

ARTICLE 50 - WARRANTY

50.1 The Construction Manager 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 Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Construction Manager requests approval of a substitution of material or equipment, the Construction Manager warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Construction Manager explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition 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 Construction Manager shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the Construction Manager 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 Construction Manager to replace defective material and equipment and re-execute defective Work which is disclosed to the Construction Manager 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 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 Construction Manager or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The Construction Manager or its sureties shall remedy any defects in Work and any resulting damage to Work at the Construction Manager's own expense. The Construction Manager shall be liable for correction of all damage resulting from defective Work. If the Construction Manager 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 Construction Manager or the surety. The Owner will give notice of observed defects with reasonable promptness.

50.3 The Construction Manager 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 Construction Manager be required to perform tests that must be delayed due to climate conditions, it is understood that such tests will be accomplished by the Construction Manager at the earliest possible date with provisions of the general warranty beginning upon satisfactory completion of said test. The responsibility of the Construction Manager under this Article will not be abrogated if the Owner should elect to initiate final payment. If the Owner initiates final payment, consent of Construction Manager's surety acknowledging that Work not yet tested is required. The Construction Manager shall warrant that the entire Project will conform to the Contract Documents.

50.5 In addition to the foregoing, the Construction Manager 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 Construction Manager shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the Construction Manager's expense, (a) do any work necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, finishes and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The Construction Manager 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 Construction Manager pursuant to this Article 50 shall be warranted by the Construction Manager, 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 Construction Manager's failure to honor any warranty for the Work shall be paid by or recoverable from the Construction Manager.

ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/17)

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 Construction Manager agrees as follows:

54.1.1 The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The Construction Manager 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 Construction Manager 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 Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager; 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Trade Contract awarded is in the amount of two hundred and fifty thousand dollars (\$250,000.00) or less, and the amount of the Trade Contract is not a subterfuge to avoid compliance with the provisions of the Act;

55.1.2 The Construction Manager or Sub-contractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The Construction Manager or Sub-contractor employs only family members or relatives;

55.1.4 The Construction Manager 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 Construction Manager 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 Construction Manager contracting to a DBE contractor or Sub-contractor. A DBE contractor, or Sub-contractor shall mean a business established under the definition of a DBE in Article 55.2.1

55.2.3 The Construction Manager 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 by the contracting agency and the department to all books and records pertaining to its employment practices and Work sites for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the Construction Manager is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a Trade Contract or 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 Construction Manager ineligible to submit proposals on further contracts until such time as the Construction Manager complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, the Construction Manager shall not be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

END OF DOCUMENT

ATTACHMENT "B"

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, made the _____ day of _____ 2022 by and between _____ ("Construction Manager"), 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 Construction Manager and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

PROJECT: 2564.0 Construction Management Services for College of Medicine Building / Health Education Building

The Scope of Work consists of the Request for Proposal, UK-2248-22, dated March 22, 2022; the Construction Manager's Form of Proposal dated April 14, 2022, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Construction Manager'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 Construction Manager and Owner.

ARTICLE No. 2 TIME OF COMPLETION:

The Construction Manager must begin Work specified by the written Work Order from the Owner. Substantial Completion for Project 2564.0 shall be October 27, 2026* as specified in the Work Order letter and Final Completion shall be thirty (30) calendar days thereafter.

As of the date of this contract, the Substantial Completion date is proposed to be October 27, 2026. This date will be pending the approval of the University of Kentucky Board of Trustees authorizing the project to proceed to Bidding & Construction in December of 2023.

ARTICLE No. 3 LIQUIDATED DAMAGES:

3.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of **Two Thousand Eight Hundred Seventeen Dollars (\$2,817.00)** for each consecutive calendar day that Substantial Completion has not been met.

3.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of **One Thousand Seven Hundred Forty Eight Dollars (\$1,748.00)** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

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 Construction Manager as full consideration for the Construction Manager's satisfactory performance of the Contract obligations the sum of _____ Dollars (\$_____).

ARTICLE No. 5 SPECIAL NOTICE:

The Construction Manger 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:

CONSTRUCTION MANAGER: _____
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

01000S01- Special Conditions – Construction Manager at Risk

UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK

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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.

ARTICLE 02 PERMITS AND FEES

The Lexington Fayette Urban County Government (LFUCG) Sewer Tap Fee shall be secured and paid for by the Construction manager. The sewer tap fee is for all projects, regardless of type, is presently calculated by the LFUCG and is based on \$1.56 per square foot. The total fee is anticipated to be \$702,000, based on 450,000 Total Square Feet.

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

- 4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean JRA Architects or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

- 5.1 No subsurface or geotechnical survey information is available at this time.

ARTICLE 06 TIME FOR COMPLETION

- 6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be 946 consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

- 7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of Two Thousand Eight Hundred Seventeen Dollars (\$2,817.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

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7.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of One Thousand Seven Hundred Forty Eight Dollars (\$1,748.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMITTALS - GENERAL

8.1.1 The Construction Manager shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports and samples as a separate item in UK E-Communication[®]. Projects not utilizing UK E-Communication[®] must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.

8.1.2 All sample selections for color shall be submitted for approval at the same time. Color selections shall not be submitted individually.

8.1.3 Any deviation from the Contract Documents shall be noted on the transmittal form comment section.

8.1.4 All submittals are to be reviewed by the Construction Manager for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the Construction Manager. Submittals made directly to the Consultant by sub-contractors, manufacturers or suppliers will not be accepted or reviewed.

8.1.5 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the Construction Manager shall be made to any changes other than those made in response to the Consultant's review.

8.1.6 Manufacturers shall, when requested by the Consultant, submit test reports prepared by reputable firms or laboratories certifying as to performance, operation, construction, wearability, etc., to support claims made by the manufacturer of the equipment or materials proposed for inclusion in the Work. Construction Manager shall also submit a list of three (3) installations where said equipment or materials have been in service for a minimum of five (5) years.

8.2 SUBMISSIONS - REVIEW

8.2.1 Review of submittals is only for compliance with the design concept and the contract documents. **THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR CHECKING DEVIATIONS FROM CONTRACT DOCUMENT REQUIREMENTS OR CHANGES FROM EARLIER SUBMISSIONS NOT SPECIFICALLY NOTED.**

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8.2.2 The following shall be verified prior to making submittals:

Field Measurements, Field Construction Criteria, Catalog numbers and similar data, Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 “NET = No Exceptions Taken”: Proceed with the Work, no corrections needed.

8.2.3.2

"FC= Furnish as Corrected": Proceed with the Work, noting the corrections/conditions of the approval.

8.2.3.3 "RR = Revise and Resubmit": Do not proceed with the Work, as the submittal does not comply with the Contract Documents. Revisions to the submittal are required for approval. On projects utilizing UK E-Communication, “Send Back a Step” is used in lieu of “Revise and Resubmit”

8.2.3.4 "R = rejected": Do not proceed with the Work, the submittal is rejected.

8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the Construction Manager shall be deemed to be making the following representations:

8.3.1.1 The Construction Manager understands and agrees that he shall bear full responsibility for the products furnished. The Construction Manager expressly warrants that products described in the attached submittal will be usable and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.2 The Construction Manager understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.3 The Construction Manager acknowledges that the Owner will rely on the skill, judgment, and integrity of the Construction Manager as to conformance requirements and subsequent usability.

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8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Construction Manager, within ten (10) days after the Pre-Construction meeting, shall begin uploading submittals using UK E-Communication[®], to generate a log fixing the dates for submission of Shop Drawings, special order material items, certifications, guarantees, and any other items required to be submitted to the Consultant for review, approval or acceptance. Projects not utilizing UK E-Communication[®] will submit a Shop Drawing Log provided by the Owner during the Pre-Construction Meeting.

8.4.2 The log shall track all submittals to date. The updated log shall then be reviewed and discussed at each progress meeting to determine items that may impact the construction schedule.

8.5 Shop Drawings

8.5.1 The Construction Manager shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log or UK E-Communication[®], as herein detailed. By approving and submitting Shop Drawings, the Construction Manager represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

8.5.2 The Construction Manager shall submit Shop Drawings required for the Work and the Consultant will review and take appropriate action. The review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

8.5.3 The Construction Manager shall make any corrections required by the Consultant for compliance to the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Construction Manager 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. The Construction Manager's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the Construction Manager has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

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8.5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been approved by the Design Consultant. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Construction Manager at the site and shall be available to the Consultant.

8.5.5 The Consultant's approval of Shop Drawings or samples shall not relieve the Construction Manager from his responsibility for any deviations from the requirements of the Contract Documents unless the Construction Manager 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 approval by the Consultant shall not relieve the Construction Manager from responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be submitted electronically by the contractor. Shop Drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in UK E-Communication® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

8.5.7 Where Shop Drawings include fire alarm, communication systems schematics, sprinkler systems, etc., a sepia of each drawing shall be submitted to the Consultant as part of the "Record" set of drawings.

8.6 SUBMISSIONS - SAMPLES

8.6.1 Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices, and full range of color, texture, and pattern.

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.

8.6.3 A minimum of two (2) samples are required to be submitted to the Consultant for review and approval and will be distributed as follows:

- a) One to be retained by the University;
- b) One to be returned to the Design Consultant;
- c) An additional sample or samples may be submitted, at the Construction Manager's option, for distribution to a third party.

8.6.4 Field samples (block, brick, etc.) of materials to be constructed at the site shall be submitted for review as required by the individual section of the Contract Documents.

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8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of one (1) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete. Projects utilizing e-Communication will create digital copy from the Document Library (Closeouts) in e-Communication. The Closeout Log must contain individual line items for each physical copy submitted with corresponding PDF attachments. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the Construction Manager fails to provide these required electronic submittals prior to reaching seventy-five (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.

8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Manuals submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Each manual must contain:

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, Construction Manager, and Construction Manager's Sub-contractors;

8.7.2.2 An Equipment Index that includes vendors' names, addresses, and telephone numbers for all equipment purchased on the Project;

8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to UK E-Communication®;

8.7.2.4 Copies of each system's air balancing record and each system's hydronic balancing record (1) physical copy and (1) digital copy in e-Communication;

8.7.2.5 Copy of valve tag list;

8.7.2.6 Copy of As-Built temperature control system drawings and components and sequence of operation;

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8.7.2.7 Original copies of the following provided by the manufacturer:

Installation manuals	Instruction Manuals
Training manuals	Calibration manuals
Service Manual	Operation manuals
Parts list	Repair manuals
Reviewed Shop Drawings	Wire list
	Keying Bit List

8.7.2.8 Any Computer, Micro controller, and/or Microprocessor equipped equipment installed shall be provided with source code copies of all software and firmware (prom, e-prom, rom, other) supplied on this Contract; and

8.7.2.9 Copies of all inspection and guarantee certificates, manufacturers' warranties with the University of Kentucky listed as the Owner for all equipment provided and/or installed.

8.7.2.10 All manuals shall be as follows: Bound in hard cover three(3) ring (D-type) binder, 1", 1.5" or 2" maximum, indexed and in CSI format, tabbed (4,5,8 or 16th cut), no more than 80% binder fill, white vinyl, presentation type with clear vinyl view cover on front, back and spine and with pockets on front and back. Maximum drawing size in binder shall be folded 11"x17" and shall be hole punched and reinforcements added. Do not put drawings in pockets. Top of all drawings shall be at top or spine side of the manual. Complete drawings must be viewed without opening rings. Provide binders as manufactured by Universal Office Products, Des Plaines, IL. 1"(S# B2-20742), 1.5"(B2-20744), or 2"(B2-20746) or equal.

8.7.2.11 If the binder includes manuals from any one vendor covering several different model numbers, the model used on the Project must be highlighted.

8.7.2.12 Included in the front of the "Operation and Maintenance Manual" shall be a copy of the Interior and Exterior Finish plan and Schedule listing all finish materials, the manufacturer, the finish color, and the manufacturer's paint number.

8.7.2.13 Photograph album containing photos and negatives or digital images (.pdf format) showing buried utilities and concealed items shall be included.

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The Construction Manager shall submit one (1) electronic copy of As - Built set of drawings in PDF format indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the Construction Manager as well as all Sub-contractors.

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The Construction Manager shall provide a qualified representative to update the As - Built set of drawings as construction progresses. As-Built drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed.

8.8.2 The Construction Manager shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The Construction Manager shall provide standard 3 1/2" x 5" photographs with negatives, or digital images (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album with labeling as to subject of photo, date, and Project. Such album is to be kept at job site with the As - Built Set of Drawings until submittal of same.

8.8.3 Approval of the Final Payment request will be contingent upon compliance with these provisions. The Construction Manager's As – Built set of drawings shall be delivered to the Consultant at their completion so that the Consultant may make any changes on the original contract drawings.

8.9 SUBMISSIONS - SAP EQUIPMENT LIST

8.9.1 Complete equipment list for use with SAP software in electronic spreadsheet format. Data is to be provided in Unifomat format with the information being provided for individual locations as noted in Attachment A – Unifomat Component List. Information is to be provided as follows (MCPPD or CPPD will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

8.9.2 All materials that require preventative maintenance (PM) are listed as in Attachment A. The equipment list is to be provided in Excel spreadsheet format and is to include the information listed in Attachment B

8.9.3 Required maintenance procedure listing each work task in Excel spreadsheet format as shown in Attachment C.

8.9.4 Required frequency of maintenance for the work tasks outlined in 8.9.3 above and included in the Attachment C spreadsheet

8.9.5 Listing of maintenance parts and items: i.e. filters, lubricants, etc. for each work task listed in 8.9.3 above.

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

8.10.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the CM at Risk.

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ARTICLE 8.9 Attachment A – Unifomat Component List

SAP Object Type No.	Component Name
D5030.0232	Access Control Panel
D3050.0110	Air Conditioning Comp Rm Unit
D3030.0610	Air Conditioning Compressor
D3030.0620	Air Conditioning Condensing Unit
D3050.0120	Air Conditioning Pkg Rooftop Unit
D3050.0130	Air Conditioning Pkg Terminal Unt
D3030.0630	Air Conditioning Split System
D3050.0140	Air Conditioning Unit Package
D3050.0150	Air Conditioning Unit Window
D3050.0710	Air Curtain / Heater
D2090.0120	Air Dryer
D3010.0443	Air Eliminator
D3040.0110	Air Handling Unit
D5090.0220	Auto Transfer Switch - Electrical
	Automatic Door Operator
D2020.0330	Backflow Preventers
D3020.0110	Boiler, Steam System
D5030.0241	Camera
D5030.0231	Card Access System
D3030.0300	Chiller, Reciprocate
E1090.0250	Chutes & Collectors
D5010.0510	Circuit Breaker Panel
F1020.0230	Clean Rooms
F1020.0240	Cold Storage Rooms
D2090.0110	Compressor, Air
D3060.0250	Controls, Building System
E1090.0317	Cooler, Commercial
D3030.0510	Cooling Tower, Packaged
D2010.1300	Copper Silver Ion Equipment
D4090.0510	Dampers Fire
D4090.0500	Dampers Fire/Smoke
D4090.0520	Dampers Smoke
D3050.0400	Dehumidifiers
D2090.0200	Deionized Water System
E1090.0391	Dishwasher, Commercial
B2030.0160	Door, Auto Entrance
B2030.0100	Door, Exterior Entrance

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C1020.0330	Door, Fire Separate
C1020.0320	Door, Smoke Partition
D2010.0800	Drinking Fountain
D5010.0350	Electric Switchboard
E1030.0310	Elevator, Dock Leveler
D1090.0120	Elevator, Dumbwait Electric
D1090.0130	Elevator, Dumbwait Hydraulic
D1010.0140	Elevator, Hydraulic Freight
D1010.0120	Elevator, Hydraulic Passenger
D1010.0230	Elevator, Platform Lift
D1010.0240	Elevator, Sidewalk Lift
D1010.0130	Elevator, Traction Freight
D1010.0110	Elevator, Traction Passenger
D1010.0220	Elevator, Wheelchair Lift
D2010.1100	Emergency Eyewash
D2010.1000	Emergency Eyewash/Shower
D5090.0810	Emergency Generator
D2010.1200	Emergency Shower
D3050.0600	Energy Recovery Unit
F1020.0260	Environmental Unit
D3040.0120	Fan
D3050.0520	Fan Coil Unit
D3040.0122	Fan, Axial
D3040.0121	Fan, Centrifugal
D3040.0410	Fan, Exhaust
D5030.0141	Fire Alarm Annunciator
D5030.0134	Fire Alarm AV Devices
D5030.0139	Fire Alarm Door Holder
D5030.0144	Fire Alarm Duct Detector
D5030.0133	Fire Alarm Heat Detectors
D5030.0136	Fire Alarm Horns
D5030.0131	Fire Alarm Panel
D5030.0135	Fire Alarm Pull Station
D5030.0137	Fire Alarm Signal Speaker
D5030.0132	Fire Alarm Smoke Detectors
D5030.0130	Fire Alarm System
D5030.0138	Fire Alarm Visual Signal Dev
D4030.0200	Fire Blanket & Cabinet
D4030.0100	Fire Extinguisher Cabinet
D4030.0300	Fire Extinguisher Wheeled
D4090.0300	Fire Extinguishing System, Clean

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D4090.0200	Fire Extinguishing System, CO2
D4090.0400	Fire Extinguishing System, Dry Chemical
D4090.0100	Fire Extinguishing System, Foam
D4090.0000	Fire Extinguishing System, Other
G3010.0310	Fire Hydrant
E1090.0330	Food Cooking Equipment
E1090.0310	Food Stor/Prep Equipment
D2090.0400	Fuel Oil System
D3040.0460	Fume Hood System
D3020.0310	Furnaces
D2030.0260	Grease Trap
D3050.0580	Heat Exchanger
D2020.0260	Heater Domestic Water
D3050.0521	Heater, Cabinet Unit
D3050.0581	Heater, Cast Iron Radiator
D3050.0530	Heater, Fin Tube Radiation
D3050.0540	Heater, Induction Unit
D3050.0560	Heater, Unit
D3050.0570	Heater, Unit Vent
F1040.0700	Heliport System
E1090.0340	Hood/Vent Equip
D3050.0300	Humidifier
E1090.0380	Ice Machines
D5020.0330	Light, Emergency Exterior
D5020.0230	Light, Emergency Interior
D5020.0231	Light, Exit
E1020.0831	Medical Air Compressor
E1020.0900	Medical Gas Alarm
E1020.1000	Medical Gas Area Alarm
E1020.0840	Medical Gas Auto Pressure Switch
E1020.0834	Medical Gas Manifold
E1020.0835	Medical Gas N2O
E1020.0839	Medical Gas Outlet
E1020.0837	Medical Gas Shut-off Valve
E1020.0830	Medical Gas System
E1020.0838	Medical Nitrogen
E1020.0810	Medical Sterilizer Equipment
E1020.0832	Medical Vacuum Pump
D5010.0711	Motor Control Center
D5010.0720	Motor, Electric
D5030.0431	Nurse Call System

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E1090.0210	Packaged Incinerator
D3010.0550	Packaged Solar Equipment
D5030.0420	Paging Systems
C1010.0180	Partition Fire Rated
C1010.0190	Partition, Smoke
D1090.0141	Pneumatic Tube Blower
D1090.0142	Pneumatic Tube Station
D1090.0140	Pneumatic Tube System
D1090.0143	Pneumatic Tube Transfer Unit
D3010.0430	Pump
D3030.0710	Pump, Air Source Heat
D3010.0432	Pump, Chilled Water
D2020.0222	Pump, Domestic Hot Water Recirculation
D2020.0221	Pump, Domestic Water Booster
D4010.0111	Pump, Fire
D3010.0431	Pump, Heating Water
D4010.0112	Pump, Jockey Fire
D3030.0720	Pump, Rooftop Heat
D3010.0433	Pump, Steam
D2040.0270	Pump, Sump
D2030.0330	Pump, Waste
D2020.0220	Pump, Water Booster
D3030.0730	Pump, Water Heat
E1090.0315	Refrigerator/Freezer, Commercial
D3040.0123	Return Air Fan
D2090.1200	Reverse Osmosis System
D3030.0420	Scroll Chiller
D4010.0300	Sprinkler, Combo System
D4010.0400	Sprinkler, Deluge System
D4010.0200	Sprinkler, Dry-Pipe
D4020.0100	Sprinkler, Standpipe
D4010.0100	Sprinkler, Wet-Pipe
D3050.0310	Steam Generator
D5010.0840	Switchgear, Medium Voltage
D3010.0441	Tank, Expansion Compressor
D2020.0310	Tank, Expansion Domestic
D2020.0320	Tank, Expansion Reheat
D2090.0410	Tank, Fuel Oil
D3010.0444	Tank, Steam Flash
D5010.0210	Transformer, Low-Volt 2nd
D5010.0410	Transformer, Low-Volt Inter

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D5010.0110	Transformer, Main
D3020.0150	Trap, Steam
D5090.0110	UPS - Computer
D5090.0120	UPS - Other
D2090.1310	Vacuum Pump
D3010.0435	VFD - Pump
D3040.0190	VFD HVAC
D5010.0850	VFD/VSD
E1090.0316	Walk-in-Refrigerator
D2090.0210	Water Softener Equipment
D3010.0490	Water Treatment Equipment

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ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

Unifomat	
Component ID	
Component Name	
Description	
Name	
Equipment No.	MCPPD or CPPD will enter this data
Model No.	
Room Location	
Functional Location	MCPPD or CPPD will enter this data
Manufacturer	
Supplier	
Installing Contractor	
Serial No.	
Main Work Center	MCPPD or CPPD will enter this data
Comments(30 char's)	MCPPD or CPPD will enter this data
Critical	MCPPD or CPPD will enter this data
JCAH Code	MCPPD or CPPD will enter this data
Patient Room?	MCPPD or CPPD will enter this data
Vendor ID	MCPPD or CPPD will enter this data
Vendor Type	MCPPD or CPPD will enter this data
Vendor - Other Info	MCPPD or CPPD will enter this data
Equipment Life	MCPPD or CPPD will enter this data
Area Serviced	
Contains Lead?	
Contains Asbestos?	
Contains PCBs?	
Motor Frame	
Motor Style	
Motor HP	
Motor Phase	
Motor Volts	
Motor RPM	
Fan CFM	

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Fan RPM	
Fan Static	
Fan Type	
Fan RPM 2	
Pump Head	
Pump Inlet	
Pump GPM	
Pump Outlet	
Motor Oper Amps	
Condition	MCPPD or CPPD will enter this data
Disconnect Location	
Motor FLA	
Belts	
Filters	

ARTICLE 8.7.3 Attachment C - Example Preventative Maintenance Procedures

Description	Name	Equipment No.	Frequency	Maintenance Procedure	Maintenance Parts & Items
Air Handling Unit	AHU-1	M-12345	Monthly	Check Belts	
Air Handling Unit	AHU-1	M-12345	Quarterly	Grease bearings	Grease type xyz
Air Handling Unit	AHU-1	M-12345	Annually	Replace Belts	Belt model abc-123
Air Handling Unit	AHU-2	M-98765	Monthly	Check Belts	

The blue highlighted column will be filled in by MCPPD or CPPD.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful Construction Manager can purchase any number of sets of plans and specifications from Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com/> or Phone Lynn Imaging @1.800.888.0693 or 859.255.1021). The Construction Manager will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 The University will provide two sets of the ‘Official Contract Documents’ book to the successful Construction Manager. 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 Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

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ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation 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: current status of work in place, CM's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI's, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review "pencil copy" of payment application, safety issues and new business or other issues not covered above.. With regard to schedule status, 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 Construction Manager 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 construction 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) The Consultant.
- (3) Construction Manager.
- (4) Subcontractors as requested.
- (5) Others requested to attend (as deemed necessary by CPMD).
- (6) Physical Plant Division Representative.

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 the Consultant.

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ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE

11.1 Construction Manager shall prepare Critical Path Method (CPM) type schedules in accordance with General Conditions Article 32 with separate divisions for each major portion of the Work or operation. 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 using earlier versions of Primavera scheduling software (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. All schedule submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format.

11.1.1 CPM schedules shall be based on generally accepted good practices for the development of construction schedules including limited use of long activity durations, long total float values or relationships based on leads or lags. Schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity. The schedules shall provide information for all elements of the Work in sufficient detail to accurately demonstrate the relative importance of each activity to the successful completion of the Project including but not necessarily limited to the following.

- a) Activities to be performed by the University or the Design Team.
- b) Activities describing time sensitive submittals and submittal processing.
- c) Activities describing fabrication and delivery of key materials or equipment.
- d) Activities to identify equipment start-up and testing, system commissioning, and Owner training.
- e) Activities to identify Owner Furnished /Contractor Installed and Owner Furnished / Owner Installed material or equipment.
- f) Activities to denote all required inspections by the Owner or Design Team, and inspections by state or local agencies including receipt of necessary Certificate(s) of Occupancy.
- g) Activities to identify all dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.
- h) Activities to identify all contractually mandated constraints. Non-contractual constraints shall not be included in the Initial or Final Baseline schedules without explanation. Non-contractual constraints are for the convenience of the Construction Manager, shall not be a basis for delay claims, and may be temporarily removed by the University when schedules and updates are reviewed.
- i) Software coding of each activity to identify the applicable Phase; area and/or sub area where the work occurs; the trade subcontractor or party responsible for completion of the activity; whether the activity is a design activity, a bidding or procurement activity, a submittal activity, or a construction activity; and whether the activity is potentially weather dependent.
- j) The University may, at its sole discretion, also require that each activity be coded to indicate the section of the Technical Specifications that applies to the work.

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11.1.2 Schedules shall include divisions for Work to be accomplished remote from the central construction site, (for example, modular or prefabricated units to be constructed off-site, or utilities to the site from outside the construction site such as chilled water, steam, electrical, communications, and fire service). Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for utility construction must be maintained and completed in the shortest reasonable time.

11.2 An Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after award of the first bid Package or trade contract, and shall include detailed information regarding Work to be performed during the first ninety (90) days of the Project as well as milestone dates based on hammock or Level of Effort type activities that identify all major elements of the remainder of the Work. Any necessary revisions to the Initial Baseline Schedule shall be completed prior to submittal of the Final Baseline Schedule.

11.3 The Final Critical Path Baseline Schedule shall be submitted to the Consultant and to the Owner within seventy five (75) calendar days after award of the first bid Package or trade contract, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall be a complete and comprehensive description of the Construction Manager's plan to complete the Work in accordance with the Contract, shall include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

11.3.1 If the Project is to be constructed in multiple phases or using multiple Bid Packages, the date for the start of work on each phase of the Project shall be the date on which the University approves the award of the first Trade Contract for work in that phase or Bid Package.

11.3.2 A separate schedule including decision dates for selection of finishes and delivery dates for Owner furnished items, if any, shall be provided showing submittal dates for Shop Drawings, product data, and material samples, as appropriate.

11.3.3 A separate schedule shall be provided identifying dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.

11.3.4 Activities, including Outages, which require action by or which are the responsibility of, the Owner or the Consultant under the terms of the Contract shall be properly indicated, and the responsible party shall be identified in the CPM schedule.

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11.4 The Consultant will review schedules only for compliance with the intent of the Contract Documents. Such review shall not relieve the Construction Manager of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the Contract requirements. The Construction Manager shall be solely responsible for the means and methods to be employed to assure construction proceeds in accordance with the submitted schedule and for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships to assure that the CPM schedule is an accurate and comprehensive description of the plan for the Work.

11.5 Up-dated progress schedules shall be submitted to the Consultant and to the Owner concurrently with each Application for Payment to indicate progress on each remaining activity as of the last working day prior to the date of the submittal and the projected completion date of each activity. Updated CPM schedules shall show the accumulated percentage of completion of each activity, and total percentage of Work completed, as of the date of the update. Each submittal of an update to the schedule shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays and impact on the schedule, and shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication®'s Schedules Item Log.

11.6 Submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format along with a transmittal letter and related narrative report.

11.7 Copies of updated CPM schedules are to be provided to the job site file and, as appropriate, to subcontractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, any problems anticipated in meeting the projected dates shown in the schedules.

11.8 The processing of all progress payments is contingent upon the submission of an updated CPM schedule. Only payment for bonds and limited Construction Manager mobilization costs will be approved for processing prior to receipt of the Initial and Final Baseline schedules

11.9 The processing of all change orders requesting a time extension to the contract is subject to the terms of Article 21 of the General Conditions to this Contract and is contingent upon the submission of a CPM schedule showing that the change order does indeed impact the contractually required completion dates for the Work. Time extensions for Change Orders that do not impact the contractually required completion dates for the Work will not be considered.

11.10 All time extensions shall be negotiated and made full, equitable and final, and incorporated in a revised CPM schedule at the time of Change Order issuance. No reservation of rights shall be allowed.

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11.11 Float available in the schedule at any time shall not be considered for the exclusive use of either party to the contract, but will be a resource available to both the Owner and the Construction Manager. No time extensions will be granted for a delay unless the delay impacts the Project critical path as shown in the updated Project schedule most recently submitted to the Owner prior to the event, consumes all available float or contingency time, and extends the Work beyond the then current Contract completion date(s).

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the Construction Manager is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Construction Manager to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

12.2 During the walk-through, Construction Manager shall identify all damaged surfaces or other defective items that exist prior to construction.

12.3 The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the Construction Manager and the Consultant

12.4 Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Construction Manager and one (1) copy of such photographs are to be given to Consultant. (Digital photos in a .jpg format are acceptable if submitted on digital media storage) All parties attending the walk-through agree on the list of damages.

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE

13.1 The Owner may have full time personnel or representatives on this job. If so, the Construction Manager is to provide, at no additional cost to the Owner, an office for the duration of the Project specifically for the use of Owner personnel. The office should be furnished with all required utilities, including HVAC, and the following:

- **3** Desks
- **3** Desk chairs
- **3** Side chairs
- **3** 4-drawer filing cabinets
- **3** telephones
- **3** DSL / cable modem connections
- **1** Facsimile machine
- **1** Layout table
- **1** hanging plan rack

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ARTICLE 14 FIELD OFFICE

14.1 Construction Manager shall make his own provision for field office for his own personnel and for incidental use by their Subcontractors. Quantity and location are subject to approval of the Consultant and the Owner's Project Manager.

14.2 Construction Manager is not required to provide a field office for use by the Owner or Consultant.

ARTICLE 15 TELEPHONE SERVICE

15.1 Construction Manager shall arrange through UKIT Communications and Network Systems for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the Construction Manager. (Cell phone/Nextel service in lieu of UKIT Communications and Network Systems phone service may be utilized at Construction Manager's option.)

ARTICLE 16 CONSTRUCTION FENCE

16.1 Construction fencing will be designed and erected around job sites where there is a possibility of injury to employees, students or the public. Special precautions must be taken to protect the visually impaired, disabled, children and others using the University facilities. During active excavation/trenching operations, fencing shall be erected to prevent unauthorized entry into the site. All fencing shall comply with the current requirements of the International Building Code except where the following requirements are more stringent.

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence, but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. Construction Manager shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5 foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, plot line, or public right-of-way shall be a minimum of 6 feet in height unless International Building Code requirements are more restrictive due to the height of the structure and setback.

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16.1.3 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the Construction Manager's lock, and a lock provided by the Owner. Lock by Owner shall be keyed for the University Best GA key core. All locks to be “daisy-chained” to provide access to the Owner.

16.1.4 It shall be the Construction Manager’s responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. The fence is to be erected on fence posts securely anchored in the ground. Provide a top bar or, with prior approval of the Owner, a wire shall be run through the top of the fence and attached to the end posts. A tension control device shall be installed as necessary. Use of sandbags, concrete weights, stakes, etc. to hold fence posts in place are not allowed. Penetrations in pavement or landscape walking surfaces may not be made without the approval of the Owner. Any damage caused by the fence installation shall be repaired in a manner satisfactory to the Owner. When fencing is to remain in place for 6 months or more a green fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one section of fencing where blind corners occur or at pedestrian/vehicle intersections.

16.1.5 The Construction Manager shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Construction Manager shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.

16.1.6 If the Construction Manager fails to comply with the requirements of this Article 16, the Owner may proceed to have the work done and the Construction Manager shall be charged for the cost of the Work done by unilateral deductive change order.

16.1.7 Plastic construction fencing is not acceptable as a perimeter protection fence.

ARTICLE 17 PROJECT SIGN

17.1 The Construction Manager shall furnish, install and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and Construction Manager.

17.2 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Consultant and the Owner's Project Manager. No political signs will be permitted.

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ARTICLE 18 PARKING

18.1 The University of Kentucky will make available for purchase by the Construction Manager of up to four (4) parking permits. The category of parking permit and location of parking is determined by the Director, Parking and Transportation Services, or a designee. Parking permits may be purchased by the Construction Manager to be used by the Construction Manager and/or the Construction Manager's subcontractors and employees during the construction period. The cost of each permit is based on the pro-rata annual cost and may be purchased from Parking Services, 721 Press Avenue, after the Contract is executed. Necessary documents required to purchase the passes will be available at the Pre-Construction Conference.

18.2 The Director, Parking and Transportation Services, or a designee will determine if parking is available for employees of the Construction Manager and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Construction Manager will be given thirty (30) days' notice should conditions change that will affect parking at the designated parking area and it is necessary to relocate parking or terminate parking privileges. If parking is available, permits may be purchased from Parking Services, 721 Press Avenue at the appropriate monthly cost.

ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the Construction Manager 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 the Consultant in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the Construction Manager and be adjusted as before mentioned.

20.2 The Construction Manager shall pay for and coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

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ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions to the Contract, the Construction Manager shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on “allowances” shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner. No allowances shall have been included in the calculation of the Construction Manager’s fixed fee quotation in par. 8.0 of the RFP.

21.2 Costs based on allowances may be included in Subcontract bid packages only with the prior written approval of the Owner, and only for objectively quantifiable material items.

21.3 Any allowance amounts included in a Subcontract bid package, but not expended for the approved task during the course of the work of that Subcontract, shall be deducted from the Construction Manager’s contract by Change Order. Any additional amounts necessary to pay for additional cost of an allowance in a Subcontract bid package shall be funded from the Construction Contingency Fund.

21.4 The University of Kentucky has entered into a price contract agreement with SimplexGrinnell for procurement of fire alarm and security systems. SimplexGrinnell will provide an allowance for this project which may include Fire Alarm Equipment and Security Equipment, including all required cable/wire, labor to install cable and wire and terminations of SimplexGrinnell supplied devices and panels. SimplexGrinnell will be a sub-contractor under a trade contract.

21.4.1 The Construction Manager shall include an allowance of Zero (\$0.00) for the work by SimplexGrinnell in the appropriate trade contractor’s scope of work.

21.4.2 The electrical contractor is to provide and install conduits and back boxes/junction boxes. All conduits will include a pull string. SimplexGrinnell will furnish and install all fire alarm and security equipment and wiring. An allowance amount will be provided by JCI, in coordination with the MEP sub-consultant based on the unit price contract between the University and JCI.

ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS

22.1 The Owner shall include an amount in the Project construction budget not to exceed one percent (1%) of the total cost of the construction, including the Construction Manager’s fixed fee, as a Construction Contingency Fund. The following are general / typical categories of changes to the Work that may, with the Owner’s prior written specific approval, be funded from this source:

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22.1.1 Reasonable errors & omissions in the Construction Manager’s bidding and scoping processes;

22.1.2 Reasonable costs associated with schedule recovery that is not a direct result of the construction managers or a trade contractor’s failure to perform;

22.1.3. Any costs or expenses incurred by the Construction Manager, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with the Contract for Construction and the best interests of Owner, that were not included in the Construction Manager’s General Conditions Cost as submitted in the original fee proposal

22.1.4 Amounts necessary to fund cost overruns in approved allowance items within Subcontract bid packages, as described in Article 21.3, above.

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 (Not Used)

23.2 All materials and equipment are to be brought into the project site from the approved staging location and are not to be brought through the existing buildings or loading docks. Any and **all** exceptions shall be approved by, and closely coordinated with, the Owner’s Project Manager in advance of scheduling or performing the work.

23.2.1 The Construction Manager shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Owner's Project Manager prior to commencing that Work.

23.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The Construction Manager shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Construction Manager 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.

23.4 The Construction Manager 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. Construction Manager 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.

23.5 Special effort shall be made by the Construction Manager 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.

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ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS

24.1 Construction Manager 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 Construction Manager shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Construction Manager's flag men shall coordinate these activities with the appropriate security personnel.

24.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours. Construction Manager shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).

24.3 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 Consultant.

ARTICLE 25 UTILITIES

25.1 When the various building systems are energized and connected to Owner's utility systems, but prior to turnover to and occupancy by the Owner, the Construction Manager is responsible to reimburse the Owner for Owner furnished utilities. These utilities include but not limited to steam, chilled water, domestic water, and electricity, provided by the Owner up to the date of Substantial Completion. Reimbursement will be payable monthly via a deductive change order to the contract. Unit costs for campus are as follows:

25.1.1 Steam is \$15.00/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

25.1.2 Chilled Water is \$11.00/million BTU (1000 lb.) measured through the building BTU meter.

25.1.3 Electricity is \$0.08/KWH measured through the building electric meter.

25.1.4 Water is supplied by Kentucky American Water Company (KAWC). Construction Manager shall pay KAWC directly until the Owner's beneficial occupancy date. The Construction Manager shall pay KAWC directly for fire service.

25.1.5 Construction Manager shall furnish gas meter and Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date.

25.1.6 Construction Manager shall obtain from and pay UKIT Communications and Network Systems for the use of telephone services.

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25.2 UTILITY OUTAGES

25.2.1 Interruption of Utilities and Services: No utilities or services may be interrupted without full consent and prior scheduling of the Owner. Owner approval is required in writing for each disruption.

25.2.1.1 ENTIRE BUILDING OUTAGE. The Owner's Project Manager is the Construction Manager's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be three weeks written notice. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage, and a statement of whether or not the materials are on hand to complete the Work. If a specific time is desired for the outage it should be included. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time, Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

25.2.1.2 SECTION OF A BUILDING OUTAGE. The Owner's Project Manager is the Construction Manager's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of a section of a building shall be a written request one week prior to outage. The written request shall include the type of utility to be interrupted, when the outage is desired, reason for outage, length of outage, and what will be affected by the outage. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

ARTICLE 26 CLEANING AND TRASH REMOVAL

26.1 The Construction Manager 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.

26.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times. Trim weeds and grass within the site area.

26.3 Upon completion of the Work, Construction Manager shall thoroughly clean and re-sod grass areas damaged to match existing areas.

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26.4 All utility markings are to be made with water based marking paint with low Volatile Organic Compounds (VOC's) and high solids.

26.5 Upon Completion of the project, buried utility paint markings sprayed on walks and hardscapes are to be removed by non-destructive means such as pressure washing. Do not use chemicals. If a washed area is noticeable, the entire surface must be washed and or blended to match surrounding areas.

26.6 The Construction Manager 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.

26.7 Dumpsters will be provided and maintained by the Construction Manager.

26.8 During Work at the Project site, the Construction Manager shall clean and protect Work in progress and adjoining Work on a continuing basis. Construction Manager shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration until the time of Substantial Completion. Construction Manager shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

26.9 The Construction Manager shall be responsible for daily cleaning of spillage's and debris resulting from his and his Subcontractor's operations, (includes removal of dust and debris from wall cavities), and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all floors no less than once a week. The Construction Manager shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of the Owner's waste and trash receptacles is strictly prohibited, except as otherwise provided by the Project specifications.

26.10 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 27 BLASTING

27.1 There shall be no blasting under any conditions on University of Kentucky property unless specified in these Special Conditions.

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ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

28.1 New Work - Cutting and patching shall be done by craftsmen skilled and experienced in the trade or craft that installed or furnished the original Work. Repairs shall be equal in quality and appearance to similar adjacent Work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactorily repaired shall be removed and replaced.

28.2 Existing Construction - Refer to Architectural, Mechanical, and Electrical drawings for cutting and patching. All new Work shall be connected to the existing construction in a neat and workmanlike manner, presenting a minimum of contrast between old and new Work. Do all patching of the existing construction as may be required for the new construction to be completed. Necessary patching, closing of existing openings, repairing and touching up shall be included as required for a proper, neat and workmanlike finished appearance. Any existing item that is to remain and is damaged during construction shall be replaced at the Construction Manager's expense.

ARTICLE 29 UNRELATED PROJECTS

29.1 Unrelated construction projects may be under way in the vicinity of this Project or the site utility work during the course of the Work related to this Project. The Construction Manager for this Project must coordinate with any other contractors regarding overlapping areas. See Article 42 - Separate Contracts of the General Conditions.

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. This list will be developed as approved by the UK Project Manager and Design Team at the completion of the Construction Documents / Phase 3 of design. The following is the list of material that has been pre-ordered:

1. **NONE**

30.2 All Pre-Ordered Material was specified to be shipped to the **Health Education Building**. It will be the Construction Manager's responsibility to receive and off load the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the Construction Manager is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

01000S01- Special Conditions – Construction Manager at Risk

ARTICLE 31 REMOVED ITEMS

31.1 The following is a list of items to be turned over to the Owner by the Construction Manager after removal by the Construction Manager. If there are additional items listed in the drawings to be turned over to the Owner, but not listed here, it shall be construed as being listed here.

1. **NONE**

31.2 All items which are identified to be turned over to the Owner must be treated with the utmost of care and protected from damage during removal and transport.

31.3 Materials to be turned over to the Owner by the Construction Manager shall be delivered to a warehouse within a five (5) mile radius of the Project site.

ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

32.1 Areas under construction or renovation shall be separated from occupied areas by suitable temporary enclosures furnished, erected and maintained by the Construction Manager. Temporary enclosures shall be dust and smoke tight and constructed of non-combustible materials to prohibit dirt and air borne dust from entering occupied spaces. Construction Manager to review with Consultant ways to provide ventilation for dust generated by demolition and fumes/vapors produced during installation of new materials.

32.2 Construction Manager is responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to erecting temporary enclosures.

32.3 Construction Manager shall protect all exhaust diffusers, equipment and electrical devices from the collection of dust. All areas shall be checked and cleaned prior to final acceptance of Work.

32.4 Dust and debris from Work operations shall be held to a minimum.

32.5 Construction Manager shall construct temporary dust partitions at locations and as detailed on drawings. Closures used for dust barricades shall be constructed of non-combustible materials, (metal studs and gypsum board or fire retardant plywood).

32.6 Construction Manager shall provide additional devices and materials as required to contain dust within Work area and protect personnel during course of Work.

32.7 Areas of minor renovation, consisting of the removal of doors and frames, blocking of openings, and other limited Work shall be separated by a dust partition of fire retarded polyethylene on studs.

010000S01- Special Conditions – Construction Manager at Risk

32.8 Existing corridor doors may serve as dust barriers, except if removed for refinishing. In such cases, temporary wood doors must be substituted until original doors are replaced.

32.9 The Construction Manager may assume existing walls which extend full height of floor shall be deemed appropriate to contain air borne dust. Cover any voids or penetrations.

32.10 Doors or windows in the perimeter walls surrounding the project work area shall be sealed off with protective materials in a manner to prohibit dust from escaping the work area. These shall be left in place until all work creating dust is completed. Protective materials shall consist of fire retardant wood, metal studs, gypsum board or flame resistant plastic.

32.11 Entry passage to Work area shall be sealed off with zippered plastic opening, or other acceptable means which allows periodic entry and closure of barricade closure.

32.12 Install and maintain a “sticky mat” on the floor in locations where construction crews leave the construction area and prior to entering ANY existing space in the building.

32.13 Install and maintain a temporary floor covering in any and all elevators being utilized for this project.

ARTICLE 33 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

33.1 The communications wiring is to be provided, installed and terminated by the Construction Manager using a certified and approved communications contractor. All work shall be done in compliance with the latest UKIT-Communications and Network Systems’ Standards, and closely coordinated with UKIT-Communications and Network Systems.

ARTICLE 34 EMERGENCY VEHICLE ACCESS

34.1 Emergency Vehicle Access must be maintained during construction. The Construction Manager shall coordinate with the local Fire and Emergency Medical Services department(s) that would respond to an emergency during the initial start up of construction to ensure a complete understanding of their requirements.

ARTICLE 35 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES

35.1 Construction Manager shall protect all smoke detectors in Work areas to prevent false alarms. The Construction Manager will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers.

01000S01- Special Conditions – Construction Manager at Risk

If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The Construction Manager must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the Construction Manager. As soon as all Work is completed notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Construction Manager, all protected smoke detectors will be uncovered and tested.

35.2.1 When any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. Construction Manager shall provide daily reports indicating the Superintendent has walked through the project at the end of each work period, to satisfy himself there are no present conditions that may result in an accidental fire. Portable fire extinguishers shall be on site during this time. The Construction Manager is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

36.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Construction Manager 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 Construction Manager 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. Construction Manager shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

36.2 Survey Procedures: The Construction Manager shall verify layout information shown on drawings, as required for his own Work. As Work proceeds, surveyor shall check every major element for line, level, and plumb (as applicable), and maintain an accurate Surveyor's log or Record Book of such checks available for Construction Manager or Design Consultant's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Design Consultant or Construction Manager promptly upon detection of deviations exceeding indicated or recognized tolerances. The Construction Manager shall record deviations which are accepted (not corrected) on Record Drawings.

010000S01- Special Conditions – Construction Manager at Risk

ARTICLE 37 SMOKING IS PROHIBITED

37.1 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>.

37.2 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.

37.3 Construction Manager's employees violating this prohibition will be subject to dismissal from the Project.

37.4 For the full Administrative Regulation see University AR 6:5. <http://www.uky.edu/Regs/files/ar/ar6-5.pdf>

ARTICLE 38 ALTERNATES

38.1 Alternate(s) will be accepted in the sequence of the Alternates 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.

38.2 Schedule of Alternates:

This list will be developed as approved by the UK Project Manager and Design Team at the completion of the Construction Documents / Phase 3 of design.

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS

39.1 Exterior Finishes

39.1.1 After sample selection but prior to ordering exterior finish materials, Construction Manager shall accumulate enough material samples to erect sample wall panels to further verify selection made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction including sample masonry units (face and back-up wythes, plus accessories), window units, roofing finish, etc. to provide a complete representation of the exterior facade for approval by the Consultant; build mock-ups to comply with the following requirements:

39.1.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work.

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39.1.3 Locate mock-ups at location as reviewed and approved by the Architect and University's Project Manager, generally within 10 feet of existing building, parallel to existing face of building, and exposed to sunlight during daylight hours. Mock-Up to be reviewed twice, one in direct sunlight and one in shade to confirm color characteristics of samples.

39.1.4 Mock-ups Size(s) for the following types shall be approximately 6' long by 4' high by full thickness.

Each type of exposed Work.

39.1.5 Protect mock-ups from the elements with weather resistant membrane.

39.1.6 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, demolish mock-ups and remove from the site.

39.2 Interior Finishes

39.2.1 After sample selection but prior to ordering interior finish materials, Construction Manager shall accumulate enough material samples to erect sample to further verify selection made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction; include samples of interior finishes, including paint, wood stain, vinyl wallcovering, flooring and ceiling materials to provide a complete representation for approval by the Consultant; build mock-ups to comply with the following requirements:

39.2.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work. Mock-ups may be on newly installed wall surfaces.

39.2.3 Locate mock-ups with adequate illumination for observation under intended light levels.

39.2.4 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, remove mock-ups from site or incorporate into the completed work.

ARTICLE 40 PROJECT COORDINATION VIA COMPUTER

40.1 The Construction Manager and Subcontractors are required to have an active email account to facilitate coordination of the project during construction and warranty.

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40.2 To facilitate project construction coordination between the Consultant, the Construction Manager, Subcontractors, and the University of Kentucky as the Owner, UK Capital Project Management Division (CPMD) is hosting an Internet/ Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Consultant shall participate in the use of the WPMS (UK E-Communication® or other system at the Owner's discretion) providing collaboration between Owner, the Consultant and selected contractors.

40.2.1 Owner shall provide the Construction Manager and Subcontractors with user accounts and appropriate training for the web-based project management tool.

40.2.2 Utilization of, and training in the use of, the WPMS will be arranged for and supervised by Owner.

40.2.3 Participation of Construction Manager is mandatory; others as determined by Owner. Participation of Subcontractors and/or Trade Contractors is not mandatory but will be offered at their discretion.

40.2.4 All participants are required to have access to the internet and the Microsoft Internet Explorer browser (version 5.0 or higher). A broadband connection to the internet (e.g. Cable modem, ISDN, DSL) is recommended, but not required.

40.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting Project Files, AE Amendments, Architect's Supplemental Information (ASI's), Closeouts, Consultant Invoices, Contracts, Defective Work in Place, Meeting Minutes, Payment Applications, Proposed Change Orders – Change Orders (PCO to CO's), Punch Lists, Reports (Contractor Daily Reports, Field Reports, Commissioning Reports), RFIs, SAP Equipment List, Schedules, and Submittals. The Document Library (Bid set Plans, Specifications and Addenda will be uploaded by Lynn Imaging.

40.2.6 Site camera monitors may be included at Owner's discretion.

40.2.7 Utilization of the WPMS shall be implemented by the Owner's representative.

40.2.8 Use of the system will provide consistent, real-time information for decision making. Additionally, all project data entered into the system will be archived to facilitate project record keeping. It is anticipated that proper use of the WPMS will improve efficiency of communications and reduce project related paperwork and clerical workload.

40.2.9 The Construction Manager and Consultant shall submit complete close-out and submittal logs in E-Communication, or WPMS, including description of all deliverables to be submitted by the construction manager or trade contractors during Phase 3, Construction Documents Phase.

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ARTICLE 41 HOT WORK PERMITS

41.1 All work involving open flames or producing heat and or sparks in occupied buildings on the University of Kentucky campus will require the Construction Manager to obtain approval to perform “Hot Work” on site. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cad welding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the Construction Manager’s use.

ARTICLE 42 INSURANCE

42.1 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.

42.2.1 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 \$20,000,000 will be required.

42.2.1.1 The limits of liability shall not be less than \$10,000,000 each occurrence combined single limits for bodily injury and property damage.

42.2.2 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.

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of \$10,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

42.2.4 Workers’ Compensation- Statutory Requirements (Kentucky)

ARTICLE 43 KEY ACCESS

43.1 If Construction Cores are NOT utilized, then one set of keys for access to the renovation project area will be provided to the Construction Manager/Vendor’s Project Manager/Superintendent by the University’s Project Manager. The Construction Manager/Vendor’s holder of the key(s) assumes responsibility for the safekeeping of the key(s) and its use. When leaving the renovation area all doors must be secured.

43.2 All keys must be returned to the University’s Project Manager upon completion of project work as one of the requirements for Final Payment. Failure to return the keys may require re-keying of all doors in the work area up to and including the entire building if master keys are issued. The cost of re-keying of the door(s) accessed by the key(s) will be subtracted from the remaining contract dollars including contract retainage.

010000S01- Special Conditions – Construction Manager at Risk

43.3 All lost or stolen keys must be reported immediately to the University's Project Manager.

ARTICLE 44 CEILING CLEARANCE

44.1 Work above ceiling: All work above an area with lay-in ceiling must be coordinated and installed so there is a minimum of 4" between the top of the ceiling grid runners and bottom of the installation. Installation shall not obstruct equipment access space or equipment removal space. Also, conduit and pipe attached to the wall must be above the 4" minimum level.

44.2 Coordination Between Trades: Request and examine all drawings and specifications pertaining to the construction before installing above ceiling work. Cooperate with all other contractors in locating piping, ductwork, conduit, openings, chases, and equipment in order to avoid conflict with any other contractor's work. Give special attention to points where ducts or piping must cross other ducts and piping, and where ducts, piping and conduit must fur into the walls and columns. Make known to other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.

ARTICLE 45 METAL ANCHORS

45.1 All anchoring devices utilized to secure materials to the building shall be metal. Plastic or plastic expansion components shall not be used. This shall include all fasteners for mechanical/electrical hangers.

ARTICLE 46 LOADING DOCK (NOT USED)

ARTICLE 47 CONSTRUCTION PATH (NOT USED)

ARTICLE 48 HOSPITAL PROJECT PROCEDURE (NOT USED)

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL (NOT USED)

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY (NOT USED)

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION (NOT USED)

ARTICLE 52 APPEARANCE (NOT USED)

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act) (NOT USED)

ARTICLE 54 SAFETY & FIRE PROCEDURES (NOT USED)

010000S01- Special Conditions – Construction Manager at Risk

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) (NOT USED)

ARTICLE 56 TREE PROTECTION STANDARDS

Contractor will adhere to all provisions outlined in 010000S02 Tree Protection Standards.

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE (NOT USED)

ARTICLE 58 COVID-19 POLICY

Any and all companies/organizations working on the University of Kentucky's campus shall have in place for the period of the contract a COVID-19 policy that is consistent with the University of Kentucky's current COVID-19 policy.

D.	PRELIMINARY PROJECT SCHEDULE			
	2564.0 CONSTRUCT COLLEGE OF MEDICINE / HEALTH EDUCATION BUILDING (DESIGN ONLY)			
	DATE	ACTIVITY (Revised on 03/11/2022)	DAYS TO NEXT TASK	
			Design	CM
	Monday, March 22, 2022	Construction Manager (CM) - RFP Posted		14
	Monday, April 4, 2022	CM - RFP Pre-Proposal Meeting (This will be a ZOOM invite for perspective responders)		3
	Thursday, April 7, 2022	CM - Deadline for Written Questions		4
	Monday, April 11, 2022	CM - RFP Final Addendum		3
	Thursday, April 14, 2022	CM - RFP Responses Due (Electronic Submission Only)		4
	Monday, April 18, 2022	CM - Shortlist		1
	Tuesday, April 19, 2022	CM - Shortlisted Firms Notified		17
	Friday, May 6, 2022	CM - Interviews, Including Financial Proposal (Location To Be Determined)		3
	Monday, May 9, 2022	CM - Negotiations Complete & Contract Executed		Complete
	Thursday, June 30, 2022	Phase 0 Programming Design Phase (Currently Underway) - Program Approved	105	
	Thursday, October 13, 2022	Phase 1 Schematic Design Phase - Budget Reconciliation	21	
	Thursday, November 3, 2022	Phase 1 Schematic Design Phase - Approved & Proceed to Design Development Phase 2	127	
	Friday, March 10, 2023	Phase 2 Design Development Phase - Budget Reconciliation	27	
	Thursday, April 6, 2023	Phase 2 Design Development Phase - Approved & Proceed to Construction Documents	189	
	Thursday, October 12, 2023	Phase 3 Construction Documents Phase - Budget Reconciliation 80% Complete	49	
	Thursday, November 30, 2023	Phase 3 Construction Documents Phase - Approved & Transmit to CM to Prepare Bid Documents	11	

Attachment "E"

Construction Phase On-Site Staffing Matrix

TOTAL PROJECT STAFFING LEVEL				
Position	No.	Months	% of Time	Comments
Project Executive				SAMPLE ONLY
Project Manager				
Superintendent				
Engineer				SAMPLE ONLY
Assistant Superintendent - MRI				
Assistant Superintendent - IR				
Safety Engineer				
Administrative Assistant				SAMPLE ONLY
MEP Coordinator				
Other				
Other				

Attachment F

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 #2564.0 Construction Management Services for College of Medicine Building, with the contract price or amount of \$[AMOUNT] (the “Project”);

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.

Attachment F

- (c) **Contract** means that certain agreement dated [DATE] for the construction of Project #2564.0 Construction Management Services for College of Medicine Building, 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], which 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.

Attachment F

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

Attachment F

UNIVERSITY OF KENTUCKY CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE 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 #2564.0 Construction Management Services for College of Medicine Building, with the contract price or amount of \$[AMOUNT] (the “Project”);

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 #2564.0 Construction Management Services for College of Medicine Building, 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

Attachment F

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], which 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

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 #2564.0 Construction Management Services for College of Medicine Building.
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 _____, 2021.

My commission expires _____

Notary Public, State at Large



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.

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:

- 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.

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: _____

University of Kentucky

Tree Protection Standards

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Article 56 is in addition to, and takes precedence over the provisions of the Special Conditions for the Project.

ARTICLE 56

PART 1 –GENERAL

56.1.1 SUMMARY

- A. The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with protection of existing trees and other plants as shown on the drawings and as specified herein.
1. Provide preconstruction evaluations and Arborist Report.
 2. Provide tree and plant protection fencing.
 3. Provide protection of root zones and above ground tree parts and plants.
 4. Provide pruning of existing trees and plants.
 5. Provide all insect and disease control.
 6. Provide maintenance of existing trees and plants including irrigation during the construction period as recommended by the Arborist Report.
 7. Provide maintenance of existing trees and plants including irrigation during the post construction plant maintenance period.
 8. Remove tree protection fencing and other protection from around and under trees and plants.
 9. Clean up and disposal of all excess and surplus material.

56.1.2 CONTRACT DOCUMENTS

A. Shall consist of specifications, general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

B. It is the intent of this section that the requirements apply to all sections of the project specification such that any subcontractor must comply with the restrictions on work within designated Tree and Plant Protection Areas.

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56.1.3 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:

1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section.
2. Section -Planting Soil
3. Section -Irrigation
4. Section -Planting
5. Section –Lawn

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail.

1. ANSI A 300 (Part 5) – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, Management of Trees & Shrubs During Site Planning, Site Development & Construction. Most current editions.
2. ANSI A 300 (Part 1) – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, Pruning. Most current editions.
3. ANSI Z133 Safety Requirements for Arboricultural Operations.
4. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

56.1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

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56.1.5 PERMITS AND REGULATIONS

A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

56.1.6 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

56.1.7 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

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56.1.8 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Owner's Representative: The person appointed by the Owner to represent their interest in the Tree and Plant Protection and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- B. Reasonable and Reasonably: When used in this specification is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that plants are not free of defects, and that plant conditions change with time. This specification also recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative expert shall determine when conditions within the plant are judged as reasonable.
- C. Shrub: Woody plants with mature height approximately less than 25 feet.
- D. Tree and Plant Protection Area: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and defined by a circle centered on the trunk with each tree with a radius equal to the crown dripline unless otherwise indicated by the owner's representative.
- E. Tree: Single and multi-stemmed plants with anticipated mature height approximately greater than 25 feet or any plant identified on the plans as a tree.

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56.1.9 SUBMITTALS

- A. ARBORIST REPORT: Prior to the start of construction, submit, for approval by the Owner's Representative, the report of a consulting arborist who is a Registered Consulting Arborist® (RCA) with American Society of Consulting Arborists or an ISA Board Certified Master Arborist, which details the following information for all trees to remain within the area designated on the drawings as the Tree and Plant Protection Area. The report shall include the following:
1. A description of each tree to protect indicating the following:
 - a. Genus and species
 - b. Condition including any visible damage to the root system or soil within the root zone
 - c. Tree diameter at 4.5 feet above grade
 - d. Tree height
 - e. Crown width
 - f. Any visible disease and/or insect infestations
 - g. Branch and/or trunk structural deficiencies.
 - h. Appraisal of value
 - i. Appraisal of benefits (storm water interception, heating/cooling, carbon sequestration)
 2. The report shall note all trees or parts of trees, which are considered a hazard or significant or extreme risk level. Include the International Society of Arboriculture Tree Risk Assessment evaluation sheet for each tree, which may reasonably be identified as a potential hazard tree.
 3. Recommendations as to treatment of all insect, disease and structural problems encountered.
 4. Recommendations for fertilizer treatments, if any.
 5. A plan of the site showing the location of all trees included in the report.
- B. PRODUCT DATA: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the start of any work at the site.
- C. QUALIFICATIONS SUBMITTAL: For each applicable person expected to work on the project, provide copies of the qualifications and experience of the Consulting Arborist, proof of either the registered Consulting Arborist® (RCA) with American Society of Consulting Arborists or an ISA Board Certified Master Arborist and any required Herbicide/Pesticide license to the Owner's Representative, for review prior to the start of work.

56.1.10 OBSERVATION OF THE WORK

- A. The Owner's Representative may inspect the work at any time.

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56.1.11 PRE-CONSTRUCTION CONFERENCE

A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1. The following Contractors shall attend the preconstruction conference:

- a. General Contractor.
- b. Consulting Arborist.
- c. Subcontractor assigned to install Tree and Plant Protection measures.
- d. Earthwork Contractor.
- e. All site utility Contractors that may be required to dig or trench into the soil.
- f. Landscape subcontractor.
- g. Irrigation subcontractor

B. Prior to this meeting, mark all trees and plants to remain and or be removed as described in this specification for review and approval by the Owner's Representative.

56.1.12 QUALITY ASSURANCE

A. Contractor qualifications:

1. All pruning, branch tie back, tree removal, root pruning, and fertilizing required by this section shall be performed by or under the direct supervision of an ISA Certified Arborist. Submit aforementioned individual's qualifications for approval by the Owner's Representative.
2. All applications of pesticide or herbicide shall be performed by a person maintaining a current state license to apply chemical pesticides valid in the jurisdiction of the project. Submit copies of all required state licensing certificates including applicable chemical applicator licenses.

56.1.13 DAMAGE OR LOSS TO EXISTING PLANTS TO REMAIN

- A. Specimen trees within or adjacent to construction areas will be identified by the Owner's Representative and the Architect, and marked with green tags. Loss of any of these trees will result in fines assessed at a minimum of \$10,000 (or higher appraised amount that may be determined by the University prior to construction) per tree. Damage to all other trees on the property will be assessed at the rate of \$200 per diameter inch of the tree measured 4.5' above grade.
- B. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense in addition to fines and penalties.

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Tree(s) shall be replaced with a tree(s) of similar species and equivalent trunk diameter to the tree(s) being replaced. For example, if a 20" diameter tree is to be replaced, the Contractor can provide ten (10) two inch diameter trees. Depending on site accommodations and landscape design, the replacement trees may be installed outside of the project site as directed by the Owner's Representative. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available whichever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Owner's Representative shall approve the size and quality of the replacement plant.

1. All trees and plants shall be installed per the requirements of Specification Section Planting.
- C. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.
1. The Owner's Representative may engage an independent arborist to assess any tree or plant that appears to have been damaged to determine their health or condition.
- D. Any tree that is determined to be dead, damaged or potentially hazardous by the Owner's arborist and upon the request of the Owner's Representative shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all clean-up of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.
- E. Any remedial work on damaged existing plants recommended by the Consulting Arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching, and could include application tree growth regulators (TGR). Any remedial work is to be performed by an ISA Certified Arborist, ISA Board Certified Master Arborist or a Registered Consulting Arborist.
- F. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

56.1.14 LOSS OF TREES DUE TO CONSTRUCTION FOOT PRINT

- A. Any trees or plants designated as removals to accommodate construction shall be replaced. Tree(s) shall be replaced with a tree(s) of similar species and equivalent trunk diameter to the tree(s) removed. For example, if a 20" diameter tree is removed, the Contractor can provide ten (10) two inch diameter trees. Depending on site accommodations and landscape design, the replacement trees may be installed outside of the project site as

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directed by the Owner's Representative. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available whichever is less.

PART 2 –PRODUCTS

56.2.1 MULCH

The coarse grade Mulch specified here is considered superior for its water retention and soil building properties in areas of tree and shrub roots when irrigation is drip, bubblers or flood methods.

A. Mulch shall be coarse, ground, from tree and woody brush sources. The minimum range of fine particles shall be 3/8 inch or less in size and a maximum size of individual pieces shall be approximately 1 to 1-1/2 inch in diameter and maximum length of approximately 4 to 8 inches. No more than 25% of the total volume shall be fine particles and no more than 20% of total volume be large pieces. Mulch will be applied to a depth of 3 to 5 inches. Mulch shall not come into contact with the tree trunk.

1. It is understood that Mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Owner's Representative.

B. Submit supplier's product data that product meets the requirements and two-gallon sample for approval.

56.2.2 WOOD CHIPS

A. Wood Chips from an arborist chipping operation with less than 20% by volume green leaves. Chips stockpiled from the tree removal process may be used. Mulch will be applied to a depth of 5 to 8 inches. Mulch shall not come into contact with the tree trunk.

56.2.3 TREE PROTECTION FENCING

A. Chain link fencing shall be installed around all existing trees to remain. Fencing shall be 6' tall galvanized nine gauge, with 3" end and line post and 1" minimum top rails, and bottom tension wire a maximum of 3" off the ground. Post shall be driven into the ground and spacing shall not exceed 8 feet.

6 feet tall metal chain link fence set in metal frame panels on movable core drilled concrete blocks of sufficient size to hold the fence erect in areas of existing paving to remain.

B. Orange plastic fencing shall be installed on the outside of the chain link fencing to provide high visibility.

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C. GATES: For each fence type and in each separate fenced area, provide a minimum of one 3-foot-wide gate. Gates shall be lockable. The location of the gates shall be approved by the Owner's Representative.

D. Submit supplier's product data that product meets the requirements for approval.

56.2.4 TREE PROTECTION SIGN

A. Heavy-duty laminated or all weather signs, 11 inches x 17 inches, white colored background with black 2 inch high or larger block letters. The signs shall be attached to the tree protection fence every 50 feet. The tree protection sign shall read:

"Tree Protection Area - Keep Out"

The following information shall also be included on the sign:

- i. Genus and species
- ii. Tree diameter
- iii. Tree height
- iv. Appraised value of tree
- v. Benefits provided
 1. Storm water interception in gallons
 2. Carbon sequestration in pounds
 3. Energy Savings

56.2.5 TREE (Plant) GROWTH REGULATOR (TGR/PGR)

A. Active ingredient Paclobutrazol i.e. (ShortStop, Cambistat 25C, Profile 2SC or other)

B. Submit supplier's product data that product meets the requirements for approval.

56.2.6 SOIL & ROOT PROTECTION

On projects where the tree protection fencing cannot be installed to create the desired protection zone.

A. Matting for vehicle and work protection shall be heavy duty matting designed for vehicle loading over tree roots, Alturnamats as manufactured by Alturnamats, Inc. Franklin, PA 16323 or approved equal.

B. 1/2" Steel plates - Following the recommendations of the project arborist steel plates shall be installed to protect the roots from Construction activities.

C. Submit suppliers' product data that product meets the requirements for approval.

56.2.7 GEOGRID

A. Geogrid shall be woven polyester fabric with PVC coating, Uni-axial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, acids.

Manufacturers: GSE Environmental, TenCate, Terram

B. Submit suppliers' product data that product meets the requirements for approval.

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56.2.8 GEOTEXTILE

A. Geotextile shall be nonwoven polypropylene fibers, inert to biological degradation and resistant of naturally occurring chemicals, alkalis and acids.

Manufacturers: GSE Environmental, TenCate, Terram

B. Submit supplier's product data that product meets the requirements for approval.

PART 3 –EXECUTION

56.3.1 SITE EXAMINATION

A. Examine the site, tree, plant and soil conditions. Notify the Owner's Representative in writing of any conditions that may impact the successful Tree and Plant Protections that is the intent of this section.

56.3.2 COORDINATION WITH PROJECT WORK

A. The Contractor shall coordinate with all other work that may impact the completion of the work.

B. Prior to the start of Work, prepare a detailed schedule of the work for coordination with other trades.

C. Coordinate the relocation of any irrigation lines currently present on the irrigation plan, heads or the conduits of other utility lines or structures that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

56.3.3 TREE AND PLANT PROTECTION AREA

A. The Tree and Plant Protection Area is defined as all areas indicated on the tree protection plan. Where no limit of the Tree and Plant Protection area is defined on the drawings, the limit shall be the drip line (outer edge of the branch spread) of each tree.

56.3.4 PREPARATION

A. Prior to the preconstruction meeting, layout the limits of the Tree and Plant Protection Area and then alignments of required Tree and Plant Protection Fencing and root pruning. Obtain the Owner's Representative's approval of the limits of the protection area and the alignment of all fencing and root pruning.

B. Flag all trees and shrubs to be removed by wrapping blue plastic ribbon around the trunk and obtain the Owner's Representative's approval of all trees and shrubs to be removed prior to the start of tree and shrub removal. After approval, mark all trees and shrubs to be removed with blue paint in a band completely around the base of the shrub(s) and around the trunk of the tree(s) 4.5 feet above the ground.

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C. Flag all trees and shrubs to remain with green plastic ribbon tied completely around the trunk or each tree and on a prominent branch for each shrub. Obtain the Owner's Representative's approval of all trees and shrubs to remain prior to the start of tree and shrub removal.

D. Prior to any construction activity at the site including utility work, grading, storage of materials, or installation of temporary construction facilities, install all tree protection fencing, Geotextile Fabric, silt fence, tree protection signs, Geogrid, Mulch and or Wood Chips as shown on the drawing.

56.3.5 SOIL MOISTURE

A. Volumetric soil moisture level, in all soils within the Tree and Plant Protection Area shall be maintained above permanent wilt point to a depth of at least 8 inches. No soil work or other activity shall be permitted within the Tree and Plant Protection Area when the volumetric soil moisture is above field capacity. The permanent wilt point and field capacity for each type of soil texture shall be defined as follows (numbers indicate percentage volumetric soil moisture).

Soil Type	Permanent wilt point v/v	Field Capacity v/v
Sand, Loamy sand, Sandy Loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

1. Volumetric soil moisture shall be measured with a digital, electric conductivity meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent meter.

B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend operations until the soil moisture drains to below field capacity.

56.3.6 ROOT PRUNING

A. Prior to any excavating into the existing soil grade within 25 feet of the limit of the Tree and Plant Protection Area or trees to remain, root prune all existing trees to a depth of 24 inches below existing grade in alignments following the edges of the Tree and Plant Protection Area or as directed by the Owner's Representative. Root pruning shall be in conformance with ANSI A300 Root Management Standard (part 8) latest edition.

1. Using an air excavation tool to expose roots within 2 feet of the limit of grading.

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2. After completion of excavation, make clean cuts with a lopper, saw or pruner to sever roots so they will not be torn, ripped or damaged by the excavation, and backfill the trench immediately with existing soil, filling all voids.

56.3.7 INSTALLATION OF GEOGRIDS, GEOTEXTILE FABRICS, MATTING, WOOD CHIPS AND OR MULCH

A. Install geogrids, geotextile fabric, matting, wood chips and or mulch in areas and depths shown on the plans and details or as directed by the Owner's representative. In general, it is the intent of this specification to provide the following levels of protection:

1. All areas within the Tree and Plant Protection area provide a minimum of 5 inches of wood chips or mulch.
2. Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of wood chips or mulch.
3. Areas where occasional light vehicle traffic is anticipated to be unavoidable, provide approved matting or a layer of geogrids under 8 inches of wood chips or mulch.
4. Areas where heavy vehicle traffic is unavoidable provide approved matting or a layer of geogrids under 8 -12 inches of wood chips or mulch and a layer of matting over the wood chips or mulch.

B. The Owner's Representative shall approve the appropriate level of protection.

C. In the above requirements, light vehicle is defined as a track skid steer with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

56.3.8 PROTECTION

A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner's Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner's Representative.

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56.3.9 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA:

A. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Owner's Representative including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area may be indicated on the drawings along with any required remedial activity as listed below.

B. In the event that construction activity is unavoidable within the Tree and Plant Protection Area, notify the Owner's Representative and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity, and a list of remedial actions that will reduce the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:

1. In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or air excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.
2. When encountered, exposed roots, 1 inches and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut without the approval of the Owner's Representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.
3. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner's Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, parts 1 and 8) and be performed by or direct under supervision of an ISA Certified Arborist.
4. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.
5. Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8-foot-long 2-inch x 6 -inch planks loosely banded onto the tree with 3 steel bands.

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Staple the bands to the planks as necessary to hold them securely in place. Trunk protection may be kept in place no longer than 12 months. If construction requires work near a particular tree to continue longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.

6. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.

a. Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric, tarp plastic sheeting to protect the Wood Chips from silt. Mound the Wood Chips so that the plastic slopes towards the excavation.

b. Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, rewet the soil as necessary to keep soil moisture near field capacity.

c. Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.

i. The air excavation tool shall be either the "Air-Spade" as manufactured by Division of Guardair Corporation 47 Veterans Drive Chicopee, MA 01022 (800)-482-7324, or Supersonic Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (866) 328-5723 or approved equal.

d. Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing operation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.

e. Remove all excavated soil and excavated wood chips, and contaminated soil at the end of the excavation.

01000S02 Tree Protection Standards

- f. Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open overnight, mist the roots and cover the excavation with black plastic.
- g. Dispose of all soil in a manner that meets local laws and regulations.
- h. Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.
- i. Restore any geogrids, filter fabric, wood chips or mulch and or matting that was required for the area.

56.3.10 GRADING AND FILLING AROUND TREES

- A. Maintain existing grade within drip line of trees. Any variance to this will be executed only after consultation and recommendation from the Campus Arborist.
- B. Where existing grade is above new finish grade shown around trees, carefully hand excavate within drip line to new grade. Cut exposed roots approximately 3" below elevation of new finish grade. Engage an ISA certified Arborist to recommend procedures to compensate for loss of roots and to provide initial services such as pruning of branches and stimulation of root growth. Provide subsequent maintenance during contract period as recommended by the arborist. Provide Grounds Superintendent with typed instructions for recommended long range maintenance procedures to be followed after completion of construction operations.
- C. For minor fills where the existing grade is 4" or less below elevation of finish grade shown, use a topsoil type fill material rich in organic matter and loamy in texture. Place in single layers not more than two inches at a time and do not compact.
- D. Fills greater than four inches shall only be attempted after consultation with the Campus Arborist. Detailed shop drawings of proposed work shall be submitted and approved by the Campus Arborist prior to any work. A progress schedule shall be established to monitor the work.

56.3.11 TREE REMOVAL:

- A. Tree removals shall be performed by ISA Certified Arborists and companies shall have appropriate licenses and insurance for tree removal operations.
- B. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.

01000S02 Tree Protection Standards

- C. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.
- D. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area and there are no underground utilities that may be damaged. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.
- E. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.
- F. Remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the top most roots whichever is less and over the area of three times the diameter of the trunk (DBH).
1. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole still have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8 inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The Owner's Representative shall approve each hole at the end of the grinding operation.
 2. In areas where the tree location is to be a planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Specification Section Planting Soil, in maximum of 12 inch layers and compact to 80-85% of the maximum dry density standard proctor.
- G. Wood salvaged for up cycling will be identified by the Owner's Representative.
1. Sections of salvaged wood shall have a clean, flat cut across both ends.
 2. Ends of wood sections shall be sealed with AnchorSeal after being cut and before being loaded. Branch cuts on the length of wood sections shall be sealed with AnchorSeal.
 3. Care shall be taken when loading wood and logs not to damage the bark connection to the wood.
 4. Wood and logs shall be stored so there is no contact with the ground. Wood and logs should be elevated from the ground by placing on cross beams of wood, concrete or steel. Wood and logs may also be stored on a gravel, concrete or asphalt pad.

010000S02 Tree Protection Standards

56.3.12 PRUNING:

- A. Within six months of the estimated date of substantial completion, prune all dead or hazardous branches larger than 2 inch in diameter from all trees to remain.
- B. Implement all pruning recommendations found in the Arborist Report.
- C. Prune any low, hanging branches and vines from existing trees and shrubs that overhang walks, streets and drives, or parking areas as follows:
 - 1. Walks - within 7 feet vertically of the proposed walk elevation.
 - 2. Parking areas - within 10 feet vertically of the proposed parking surface elevation.
 - 3. Streets and drives - within 12 feet vertically of the proposed driving surface elevation.
- D. All pruning shall be done in accordance with ANSI A300 (part 1), ISA BMP Tree Pruning (latest edition, and the "Structural Pruning: A Guide for the Green Industry", Edward Gilman, Brian Kempf, Nelda Matheny and Jim Clark, 2013 Urban Tree Foundation, Visalia CA.
- E. Perform other pruning task as indicated on the drawings or requested by the Owner's Representative.
- F. Where tree specific disease vectors require, sterilize all pruning tools between the work in individual trees.

56.3.13 TREE (Plant) GROWTH REGULATOR APPLICATION (TGR/PGR)

- A. At the start of, or prior to, the construction contract period, treat all trees indicated on the Plan with Tree Growth Regulator at the recommended rates, time of year and methods indicated by the product distributor.

56.3.14 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent wilt point to a depth of 8 inches or greater.
- B. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.
- C. Periodically test the moisture content in the soil within the root zone to determine the water content.

56.3.15 TURF AND WEED MAINTENANCE

- A. Turf areas within the Tree and Plant Protection area shall be maintained in a manner that is consistent with University turf maintenance standards. This includes mowing, weed eating, edging, fertilization, weed control and leaf collection.

01000S02 Tree Protection Standards

B. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.

1. All plants that are not shown on the planting plan or on the Tree and Plant Protection Plan to remain shall be considered as weeds.

C. At the end of the construction period provide one final mowing and weeding of the Tree and Plant Protection Area.

56.3.16 INSECT AND DISEASE CONTROL

A. Monitor all plants to remain for disease and insect infestations during the entire construction period. Provide all disease and insect control required to keep the plants in a healthy state using the principles of Integrated Plant Management (IPM). All pesticides shall be applied by a certified pesticide applicator.

56.3.17 CLEAN-UP

A. During tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.

C. Make all repairs to grades, ruts, and damage to the work or other work at the site.

D. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

56.3.18 REMOVAL OF FENCING AND OTHER TREE AND PLANT PROTECTION

A. At the end of the construction period or when requested by the Owner's Representative remove all fencing, Wood Chips or Mulch, Geogrids and Geotextile Fabric, trunk protection and or any other Tree and Plant Protection material.

END OF SECTION



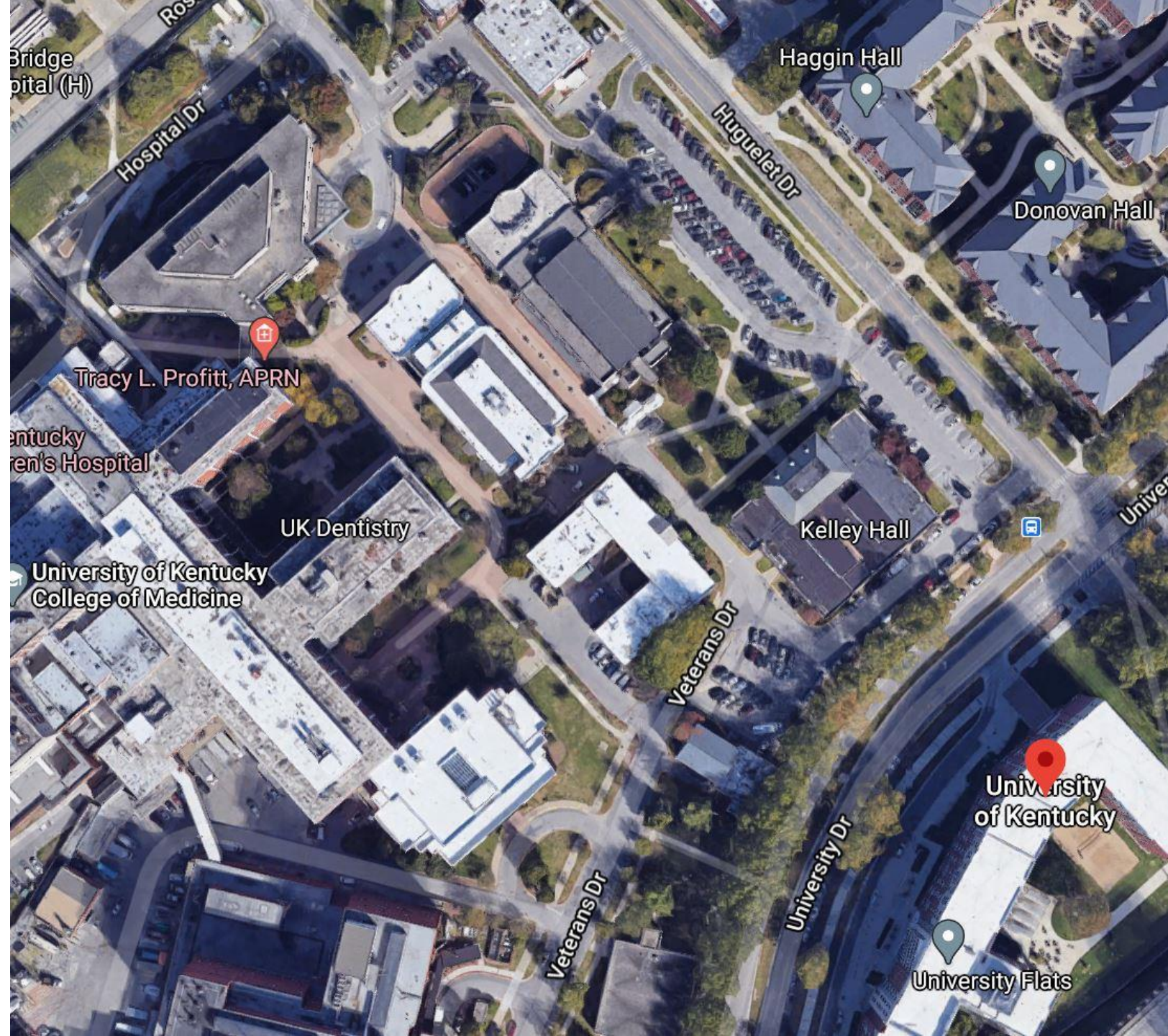
University of
Kentucky
Health Education
Complex Site
Selection **DRAFT**

University Drive District Study

University Avenue and Huguelet Drive Corner

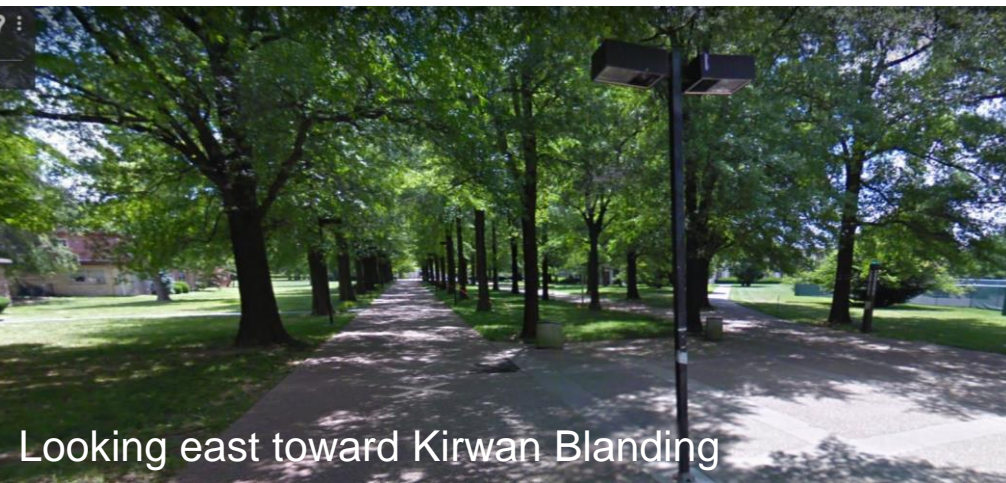
Evaluate Kelley Hall site as a:

- Dimensional match for program vision
- Opportunity for visibility and great student experience
- Health education precinct
- Prominent gateway
- Chance to strengthen a key UK campus location

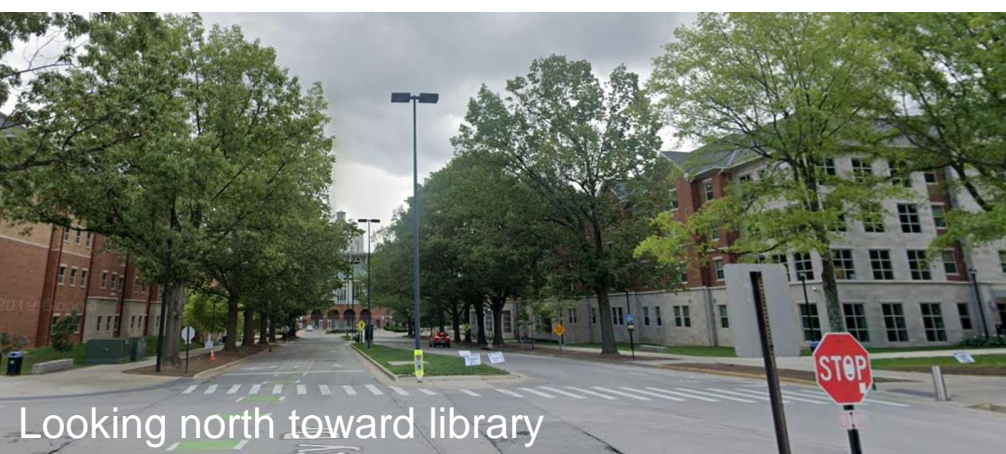




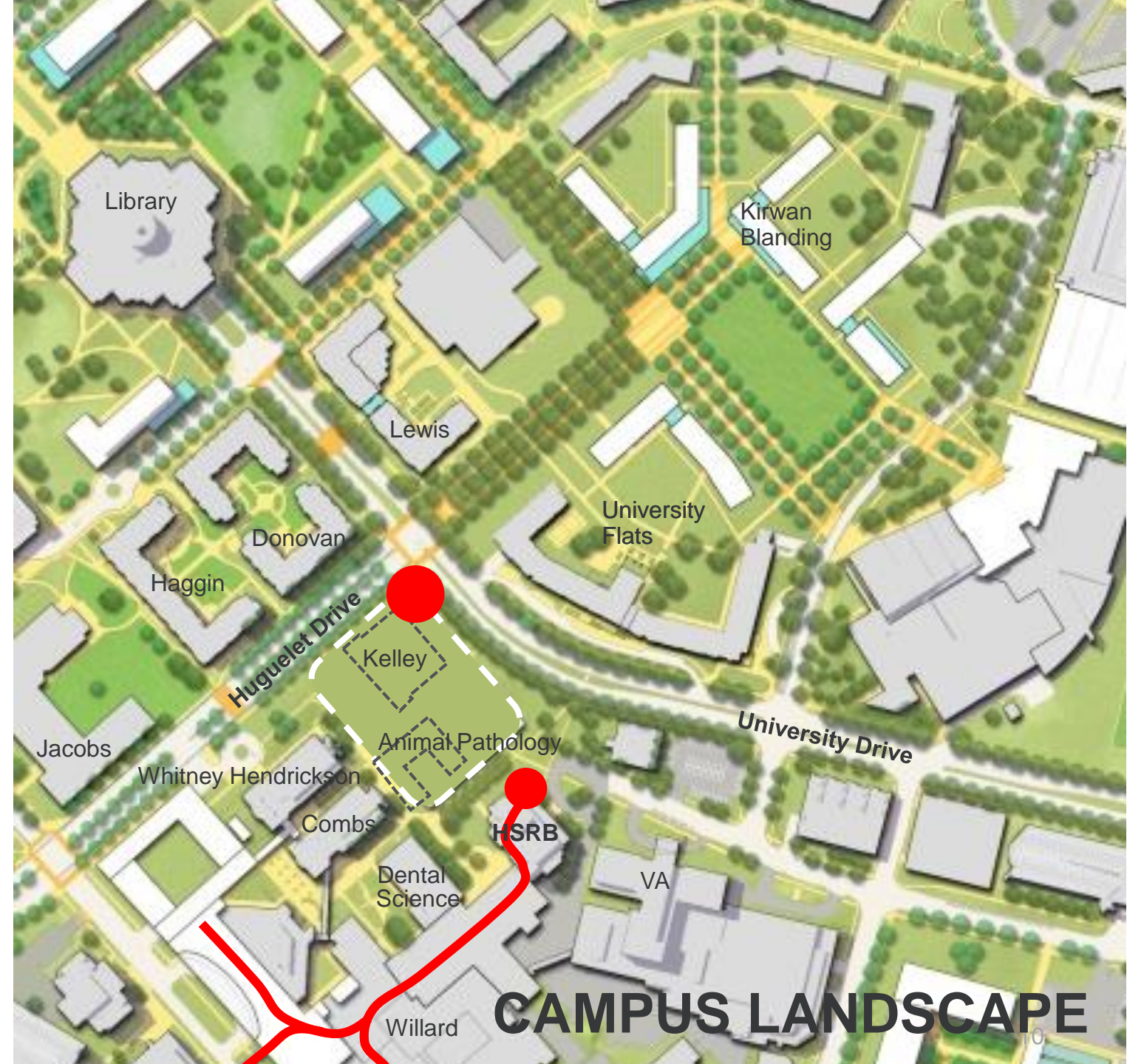
Looking south down University Drive



Looking east toward Kirwan Blanding

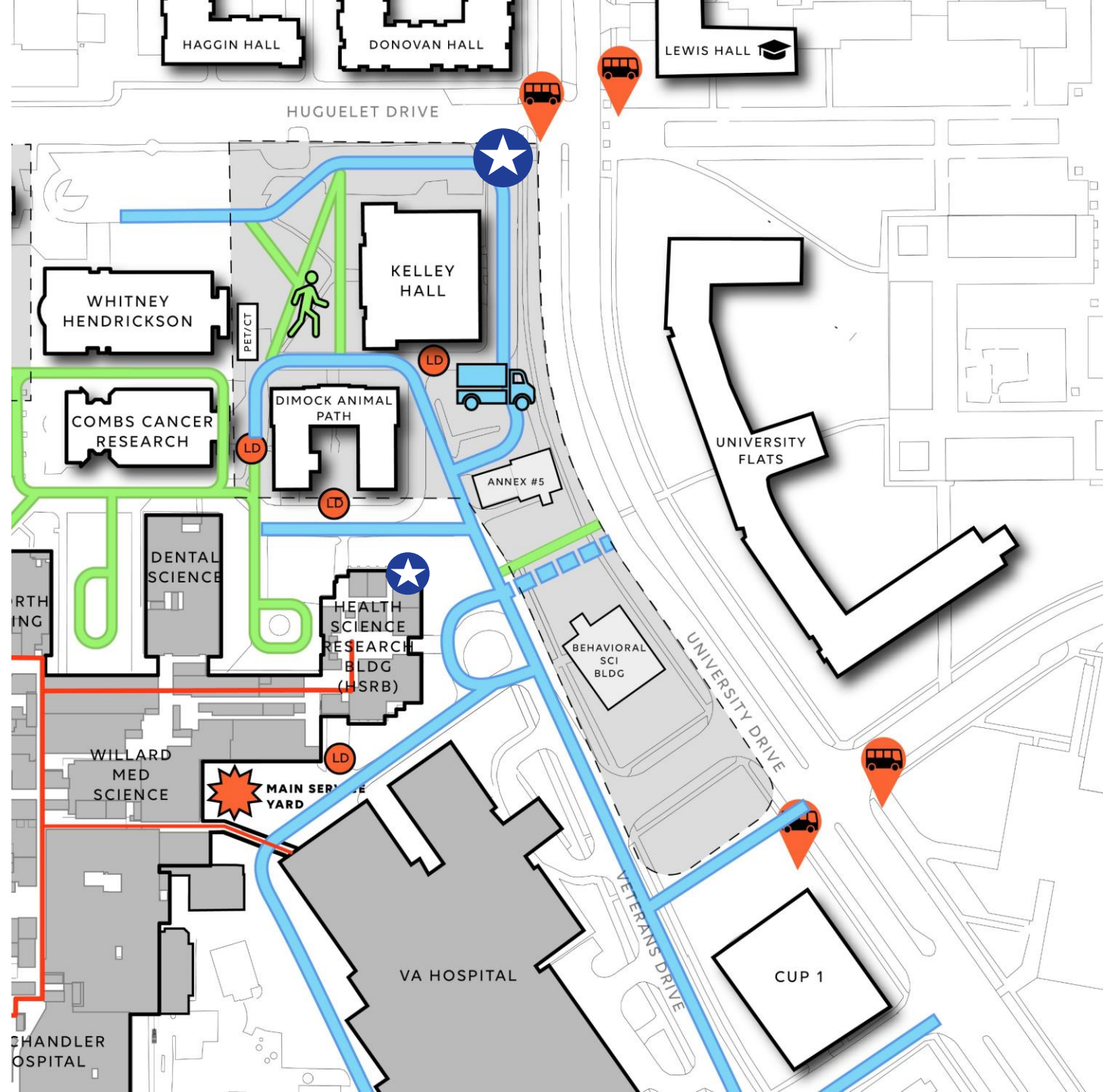


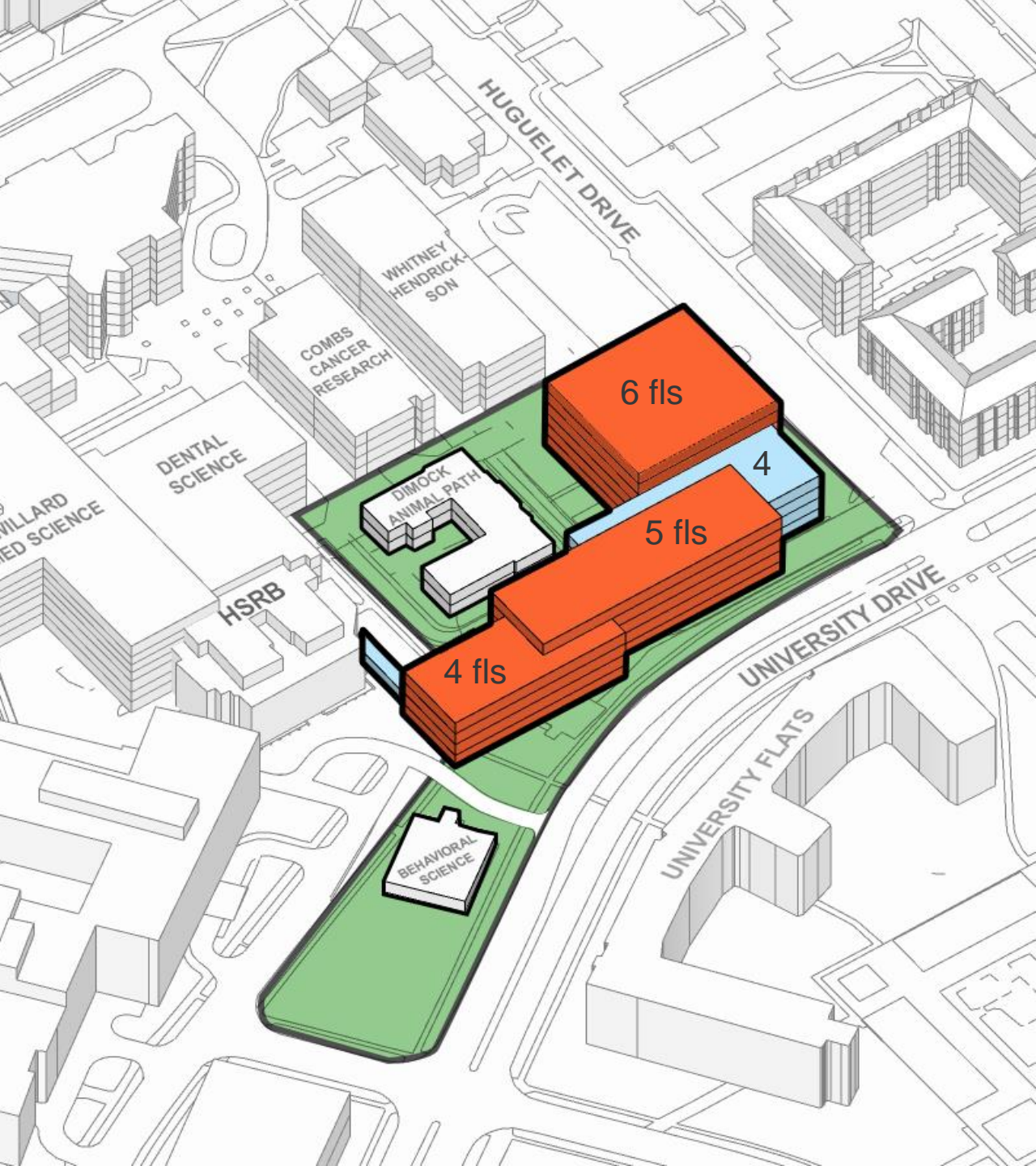
Looking north toward library



CAMPUS LANDSCAPE

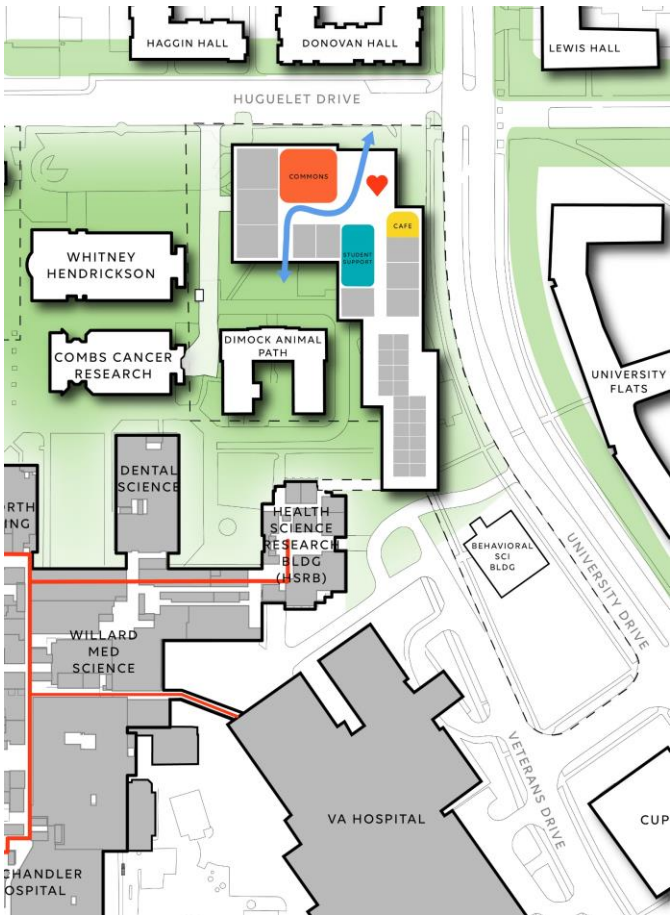
SITE CONSIDERATIONS





- 25,000 SF Wide Wing x 6
- 10,000 SF Glassy Center x 2
- 33,000 Thin Wing x 4.75
- 80,000 SF Below Grade

Option A



Option A

Thank you

June 23, 2022

Katherine Halloran
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Room 34
Frankfort, KY 40601

Re: Alternative Method of Design and Build

Dear Ms. Halloran:

In accordance with provisions of KRS 45A.180, I am writing to inform you that we plan to utilize the "Design and Build" project delivery method for the project listed below. The RFP is located at the link next to the project. Once the contract is executed, we will forward a copy to the Government Contract Review Committee.

Kueber Center Renovations – Design & Build
<https://louisville.edu/purchasing/bids/RP-059-22>

Please notify Kim Noltemeyer at 502-852-5699 or kanolt01@louisville.edu for any questions regarding this request.

Sincerely,



Mark Watkins
Chief Operating Officer
University of Louisville

cc: Evan Riddell
Amber Horn
Michael Ortman



UNIVERSITY OF
LOUISVILLE
PROCUREMENT SERVICES

Request for Proposal

RP-059-22

Kueber Center Renovation – Design &
Build

Proposal Due Date

06/28/2022, by 2:00PM, EST

UNIVERSITY OF LOUISVILLE

PROCUREMENT SERVICES

Request for Proposal (RFP)

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

Proposal Number: RP-059-22	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: 6/7/2022	UNIVERSITY OF LOUISVILLE
Title: Kueber Center Renovations	PROCUREMENT SERVICES
Contract Administrator: Evan Riddell	2215 S. BROOK ST., STE. 107
Contact Email: evan.riddell@louisville.edu	LOUISVILLE, KY 40208

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 06/28/2022 by 2:00PM, EST

NOTICE OF REQUIREMENT

1. The University's General Terms and Conditions, viewable at [Purchase Order Terms](#), apply to this RFP. No other terms should be included.
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, otherwise, is prohibited.
4. Any person who violates any provision 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 Louisville 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](#), [KRS 45A.335](#), [KRS 45A.340](#), and [KRS 164.390](#);
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS 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 subject of the statements made above and all such statements are true and accurate.

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 an offeror 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 [KRS 45A.485](#) to submit final determination of any violations of the provisions of KRS Chapters 139, 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 [Title 41 CFR 60-1.8\(b\)](#) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal may not be considered valid unless signed and dated below by an authorized agent of the offeror. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has previously been furnished to the issuing office.

	NAME OF COMPANY:	DUNS#:
PROPOSAL FIRM THROUGH:	ADDRESS:	PHONE/FAX#:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: FOB DESTINATION	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO:	SIGNATURE:	DATE:

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1. DEFINITIONS

The term “University” means University of Louisville, University of Louisville Athletics and University of Louisville Research Foundation.

The term “addenda” means written or graphic instructions issued by the University 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 term “Contractor” means the entity receiving a contract award.

The terms “offer” or “proposal” mean the offeror’s/offerors’ response to this RFP.

The term “offeror” means the entity or contracting group submitting the proposal.

The term “purchasing agency” means the University of Louisville, Procurement Services Department, Room 107, Service Complex Building, Louisville, KY 40208.

The term “purchasing official” means the University’s appointed contract administrator.

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; judgement; 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.

2. GENERAL OVERVIEW

a. EXECUTIVE SUMMARY

On behalf of the University of Louisville Athletics Association, the Procurement Services Department will accept proposals from qualified General Contractors for the Design-Build Project for the Kueber Center. This project will renovate several areas of the facility along with provide upgraded signage and thematic décor for the facility.

The awarded Contractor shall be capable and experienced to provide all required purchases, provide creative design, installation labor, engineering, permits, installation materials, tools, transportation, handling, supervision, and related services to successfully execute and complete the scope of work identified within this RFP document. All work shall be coordinated with a designated staff member of University of Louisville Athletic Department during installation.

UofL is looking to update several spaces within the Kueber Center and the University is seeking General Contractors to work with the University to provide design build assistance to purchase, install and fulfill all areas listed in the scope of work for a complete and quality installation regardless of whether the work is fully identified in the document package or this RFP.

b. SCOPE OF WORK

The University of Louisville Athletic Department is seeking contractors to provide design / build assistance with upgrades to several spaces within the Kueber Center.

These upgrades will include reviewing the following areas, determining scope for each space, providing creative designs to each space, and executing on approved designs.

1. Renovate front lobby of Kueber which includes removing all existing paneling, preparing two locations for new LED boards to be installed by another contractor along with design new wall trophy displays for both men's and women's basketball. Providing the necessary electrical services for the two new LED boards, this is to be coordinated with contractor chosen under a separate RFP. Below are some of the scope of work details for this space:
 - a. Remove wood wall panels and cable system at stairwell.
 - b. Re-work wood wall for 6'X10' video display outside the MBB offices and a 5' X 8' video display outside the WBB offices (by others) including framing, drywall, blocking. electrical, low voltage.
 - c. Remove existing graphic panel at stairwell landing.
 - d. Provide blocking, electrical, and low voltage wiring for video display (by others)
 - e. Install "SWAG" wall at entry to Men's Basketball Office. Include inset framing, accent lighting, platforms, displays.
 - f. Remove inwall display at Women's Basketball Office wall for new video wall display and provide new "SWAG" wall display.
 - g. Rework wall panels in elevator and prep for new graphics.
 - h. Remove tile flooring in elevator and install carpet tiles.
 - i. Install new accent, ceiling and LED lighting as required.
 - j. Provide and install "Dunking Bird" signage that has internal lighting in upper vestibule.
2. Remove and update signage on first floor men's basketball lobby entry.
3. Remove storage closet and trophy cabinet on second floor and replace with a new office. Renovate main hall in MBB offices. Below are some of the scope of work details for this space:
 - a. Remove and dispose of existing hardwood / carpet flooring.
 - b. Prep / Level floor to receive new flooring as required.
 - c. Provide and install new flooring in offices, media room, mail room, etc.
 - d. Remove existing wall graphics and signage in corridor halls.
 - e. Provide and install new wall graphics and signage package with brand components.

- f. Provide and install (3-4) new vertical display monitors.
 - g. Provide and install (1) radius wall graphic display with brand components. (as approved by staff)
4. Renovate the men's basketball head coach's office. Below are some of the scope of work details for this space:
- a. Remove all existing furniture, fixtures and equipment, draperies, etc.
 - b. Remove existing ceiling and wall lighting.
 - c. Remove all existing flooring.
 - d. Remove all existing casework, shelving, mirrors, etc.
 - e. Remove existing entry doors and entry wall.
 - f. Demo existing interior radius wall and soffit at seating area.
 - g. Remove / relocate existing electrical and low voltage circuits as required for new floor plan.
 - h. Provide and install new wall graphics and paint walls with brand-standard colors.
 - i. Provide and install new LVP and carpet flooring.
 - j. Provide and install new glass wall and glass doors at entry (8'0).
 - k. Provide and install new custom casework, countertops, and built-in cabinetry.
 - l. Provide and install new custom workstation.
 - m. Installation of new A/V systems.
 - n. Repaint existing Nap Pod area, closet, and restroom/shower. Flooring to be determined based on budget.
 - o. Provide and install new ceiling lighting and sconce lighting as required.
 - p. Provide and install custom LED lighting.
 - q. Provide and install soft seating area. Furniture based on cost and availability.
 - r. Provide and install break-out/ semi-private meeting space.
 - s. Final clean-up and debris removal.
5. Renovate MBB coaches offices on 2nd floor. Below are some of the scope of work details for this space:
- a. Remove existing wood doors and hollow metal frames (6 doors, 6 frames)
 - b. Remove existing door headers and re-frame to accommodate frameless glass doors with pivots.
 - c. Reframe openings to finished drywall.
 - d. Paint door openings and interior entry wall at Staff Offices.
 - e. Provide and install new way finding signage / office signage.
6. Renovate front hall of MBB offices. Below are some of the scope of work details for this space:
- a. Remove and dispose of existing hardwood / carpet flooring.
 - b. Prep / Level floor to receive new flooring as required.
 - c. Provide and install new flooring in offices, media room, mail room, etc..
 - d. Remove existing wall graphics and signage in corridor halls.
 - e. Provide and install new wall graphics and signage package with brand components. (as specified in Scope Renderings)
 - f. Provide and install (3-4) new vertical display monitors.
 - g. Provide and install (1) radius wall graphic display with brand components. (as approved by staff)
7. Renovate men's basketball break area and create a lounge space.
8. Renovate/Freshen-up/update the men's basketball locker room
9. Renovate the second-floor conference room. Below are some of the scope of work details for this space:
- a. Remove and dispose of existing hardwood flooring.
 - b. Prep / Level floor to receive new flooring.
 - c. Remove existing casework at video wall.
 - d. Provide and install new carpet flooring. (TBD)
 - e. Provide and install transition strips at door openings.
 - f. Provide and install wall base. (TBD)
 - g. Remove existing wood doors and hollow metal frame (2 doors, 1 frame, 2 sidelights)
 - h. Remove existing door header and re-frame to accommodate frameless glass doors with pivots and (2) sidelight windows
 - i. Reframe door and sidelight openings to finished drywall.

- j. Install frameless glass sidelight panels.
 - k. Infill existing window openings with light gauge metal framing.
 - l. Drywall, finish existing window infill as required.
 - m. Paint door opening and Conference Room walls.
 - n. Provide and install new wall graphics and signage package with brand components. (as approved by staff)
 - o. Provide and install 75” Smartboard Screen with computer system.
10. Paint hallways and common spaces in men’s basketball offices and first floor.
11. Update exterior signage on the Kueber Center, to include removal of old Louisville logos and replace with updated lit logos, Update facility signs on both north and south entries, update “Kueber” sign on west side of facility facing Floyd St with lit sign. Build and install signage in WBB practice court as shown in attached photo. Awarded contractor will also provide a large lit dunking bird sign to be hung in the main lobby facing Floyd St through the entry glass.
12. Design, build and install a slide from the WBB offices on the second floor to the WBB practice court on the first floor. All structural design to be done by awarded contractor along with build and install of the slide. Project must be reviewed and approved by WBB staff prior to proceeding.
13. Remove existing cabinetry and provide new kitchenette space with new cabinets, sink and a large island in the second-floor multi-purpose room to create a meal space that will work for multi-team meals.

Awarded bidder will be responsible for all necessary stamped drawings for state permitting and securing all necessary permits to build the space if necessary.

University Information

The University is a state-supported research university located in Kentucky's largest metropolitan area. It was a municipally supported public institution for many decades prior to joining the university system in 1970. The University has three campuses. The 287-acre Belknap Campus is three miles from downtown Louisville and houses eight of the university's 12 colleges and schools. The Health Sciences Center is situated in downtown Louisville's medical complex and houses the university's health-related programs and the University Hospital. The 243-acre Shelby Campus is in eastern Jefferson County.

Mission Statement

The University pursues excellence and inclusiveness in its work to educate and serve its community through:

- teaching diverse undergraduate, graduate, and professional students in order to develop engaged citizens, leaders, and scholars,
- practicing and applying research, scholarship, and creative activity, and
- providing engaged service and outreach that improve the quality of life for local and global communities.

The University is committed to achieving preeminence as a premier anti-racist metropolitan research university.

Vision Statement

The University will be recognized as a great place to learn, a great place to work and a great place in which to invest because we celebrate diversity, foster equity, and strive for inclusion.

c. Supplier Diversity and Procurement

The University is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Minority and Woman-Owned Business Enterprises (MWBE) 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 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. The University expects its suppliers to support and assist in this effort.

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

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

For additional information regarding how diverse suppliers may participate in this RFP, submit any questions to the Contract Administrator as indicated in Section 3.2 by the deadline for written questions date.

3. PROPOSAL REQUIREMENTS

a. Key Event Dates

Release of RFP	6/7/2022
Mandatory Pre-Proposal Conference	6/13/2022 at 11:00AM, EST.
Deadline for Written Questions	6/17/2022 by 2:00PM, EST.
University Response/Addendum Posted	6/21/2022
RFP Proposals Due	6/28/2022 by 2:00PM, EST.
Short List Announcement	TBD
Offeror Presentations	TBD
Letter of Intent to Negotiate	TBD
Desired Contract Effective Date	TBD

*All dates are subject to change

b. 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 Contract Administrator of record. 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 contacts
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted e-mail to:

Evan Riddell
Procurement Services
University of Louisville
2215 S. Brook St.
Louisville, KY 40208
E-mail: evan.riddell@louisville.edu

All communication with the University regarding this RFP shall **ONLY** be directed to the contracting officer listed above.

c. Mandatory Pre-Proposal Conference

A pre-proposal conference will be held at the Kueber Center, 2432 S. Floyd St., Louisville, KY 40209, on **June 13th, 2022, at 11:00AM – 12:00PM, EST** to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. A site walk-through will be conducted at this time.

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

- Attendance at the pre-proposal conference is mandatory. At this conference, the scope of work will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in section (3.a).
- Only written questions will constitute an official response from the University and be incorporated into the contract.
- A recorded transcript of the meeting will not be provided.

d. Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

e. 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 Purchasing website found [here](#)

f. 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.c. If accepted by the University, the deviations shall become part of the contract, but such deviations must not 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.

g. Proposal Submission and Deadline

Offeror must provide the following materials prior to 2:00 PM, EST on the date specified in Section 3.a and addressed to the Contract Administrator listed in Section 3.b:

- **Proposal:** Email proposal to Contract Administrator of record in Section 3.b

Note: Proposals received after the closing date and time will not be considered.

Note: In accordance with the Kentucky Revised Statutes [45A.085](#), there will be no public opening.

h. 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.

i. 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.

j. 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 based on 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.

k. 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.

l. 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 University's Department of Procurement Services, 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.

m. 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 for: the purchasing office representative, any University contracting official representing the University administration, any other individuals authorized in writing by the Procurement Services office and University representatives during offeror presentations. If this provision is violated, the University reserves the right to reject the offeror's proposal.

n. Cost of Preparing Proposal

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their proposal.

Pre-Contractual expenses are defined as:

- All expenses incurred by the Offeror in the preparation of the proposal in response to this RFP.
- All expenses incurred by the Offeror in submitting that proposal to the University.
- All expenses incurred by the Offeror while negotiating with the University any matter related to this proposal (such as travel expenses, etc.).
- Any other expenses incurred by the Offeror prior to the effective date of the contract.

o. Disposition of Proposals

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

p. 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.

q. Questions

All questions should be submitted by e-mail to the Contract Administrator listed in Section 3.b no later than the date listed in Section 3.a.

r. 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.

s. 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. In the event of a 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.

t. Proposal Addenda and Rules for Withdrawal

Amendments to this Request for Proposal may be necessary prior to the closing date and will be furnished in the form of written addenda that will be posted on the University's BID/RFP Purchasing [webpage](#). Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and posted to the University's BID/RFP Purchasing webpage.

When necessary and upon requested, the University will provide supplemental data via files to the Contractor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted, a University standard format will be provided. It will be the Offeror's responsibility to conform the data to fit the needs of their software. Offeror may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information.

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the office designated in this RFP after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

4. PROPOSAL FORMAT AND CONTENT

a. 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 below, 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.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Bid Bond
- Executive Summary and Proposal Overview
- Proposer Qualifications Form
- Criteria 1 – Financial Proposal
- Criteria 2 – Experience and Qualifications
- Criteria 3 – Project Schedule
- Criteria 4 – Technical Proposal (Design Drawings and Specifications)

b. 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.

c. 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

d. 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 a 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 Contractor employs as well as a description of Contractor’s efforts to do business with Minority and Woman-Owned Business Enterprises as they conduct their own business. In addition, please indicate the diverse 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)
	Minority Owned (only)
	Veteran Owned and Small Business
	Minority and Woman and Small Business
	Minority and Woman and Veteran-Owned Business
	Minority and Veteran and Small Business
	Woman and Veteran and Small Business
	Minority and Woman and Veteran-Owned Small Business
	Woman Owned (only)
	Small Business (only)
	Veteran Owned (only)
	Minority and Woman Owned
	Minority and Small Business
	Minority and Veteran-Owned

	Woman Owned and Small Business
	Woman and Veteran-Owned
	Diversity not indicated

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

e. Criteria 1 – Financial Proposal

- Present a lump-sum quote or financial proposal with a detailed itemized price breakdown (section 7.0).

f. Criteria 2 – Experience and Qualifications

- Please list at least three customer references from prior projects and any projects you have done with other customers that are similar in nature to the scope of this RFP.

g. Criteria 3 – Project Schedule

- Present a project schedule/timeline for a start date and estimated completion time.

h. Criteria 4 – Technical Proposal

- Provide preliminary drawings and specifications that sufficiently describes how the proposal meets the design intent of this RFP. Proposals should be in a format that is easy for the committee to review. Proposals should be able to convey a detailed rendering of the entire scope of work as outlined in this RFP. The overall quality and organization of the proposal will be considered during scoring.

5. EVALUATION CRITERIA PROCESS

A committee of University officials appointed by Procurement Services will evaluate proposals and make a recommendation to Procurement Services. 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 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

- Financial Proposal 40%
- Experience and Qualifications 10%
- Project Schedule 20%
- Technical Proposal 30%

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. GENERAL CONDITIONS

a. Competitive Negotiation

It is the intent of the RFP to enter competitive negotiation as authorized by KRS [45A.085](#).

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and the scope of this RFP and is deemed by the University as offering the best value to the University, with price and other evaluation factors considered.

Prior to contract award, Procurement Services shall complete a review of the Contractor(s) against appropriate governmental exclusion/debarment/suspension lists. Any Contractors who are identified as potential matches will be reported to the Institutional Compliance Office for verification procedures prior to contract award. Procurement Services will not proceed with a contract award to any Contractor verified as a positive match, without consultation with the Institutional Compliance Office and appropriate University Administration.

The University reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

It is the University’s intent to award a single contract. A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

If alternates are accepted, they will be accepted at the time of award and in the sequence of their listing. The prices of the alternates will be added or deducted from the base proposal to arrive at a lump sum figure, which will be the basis of the award.

b. 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.

c. 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 Procurement Services and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

d. 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.

e. 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

f. 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](#).

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

Not Applicable

h. Termination for Convenience or Necessity

The University reserves the right to terminate this contract for its own convenience without cause upon thirty (30) days' written notice to the Contractor. Upon receipt of the University "Notice of Termination," the Contractor shall discontinue all services with respect to the applicable contract by the date stated in the notification. The Contractor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Contractor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination." A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

While it is unlikely, it is possible the University and/or Contractor may need to cancel a contract based on changes to State statute and/or Kentucky's Model Procurement Code for which the University and/or Contractor become unable to comply.

i. Termination for Non-Performance

The Assistant Director of Procurement Services may terminate this contract for non-performance, as determined

by the University. Such causes could include, but shall not be limited to:

- Mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein in whole or part by the Contractor.
- Failure to provide satisfactory quality of product or 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.
- Failure to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudication as voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section of the U.S. Bankruptcy Code, 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.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.
- Violation by Contractor of any of the following:
 - Commonwealth of Kentucky and University conflict of interest policies
 - Commonwealth of Kentucky campaign finance laws
 - OSHA, Labor and Tax Collection Violations
 - Governmental Program Certification
 - Failure to register firm with the Kentucky Secretary of State
 - Failure to post requested bond if required
 - Failure to maintain required Insurance

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 such ten (10) calendar day period, the University may terminate the contract by giving thirty (30) days' notice, by registered or certified mail, of its intent to cancel this contract.

j. Fiscal Funding Out

The University reserves the right to cancel and/or suspend the established contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts through annual budget requests to meet financial obligations for continuing contractual obligations; however, this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the established contract if changes occur in University policy and/or the way business are conducted regarding contracted services.

k. 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

l. 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.

m. 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.

n. Attorneys' Fees

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

o. Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable 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 Contractor is responsible for payment of all associated royalties. 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 logos, trademarks, or copyrights, although it may state that it has a Contract with the University without the permission of the University.

p. F.O.B. Destination

All bidders in response to this RFP must be based on F.O.B. to the University, all freight prepaid and included in the unit price. No other terms are acceptable; any bids that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

Large scale products may require delivery to specific building locations. Bidders shall be required to make inside building deliveries if required within the bid specifications.

q. Indemnification

Any provision in the terms and conditions or agreement provided by the Contractor that requires or otherwise specifies that the University will indemnify the Contractor or any of its Subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the Contractor or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS [49.010](#) through [49.180](#)) by the powers and authority vested in the Kentucky Claims Commission and KRS [45A.225](#) through [45A.275](#) (Contract Claims).

The Contractor shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all costs, losses and expenses (including reasonable cost of attorney’s fees) by reason of liability imposed by law upon the Contractor for damages resulting from the Contractor’s performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the Contractor’s employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Contractor, provided however, that nothing contained herein shall require the Contractor to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents. Any cap or limitation on the amount of the liability included by Contractor in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (e.g., via an amendment signed in writing by the University).

r. Arbitration

Any provision in the Contractor’s terms and condition or agreement that specifies binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

s. Insurance Requirements

The Contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the Contractor employees.

Insurance Requirements for Standard Contracts

Before the selected Offeror becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/contract, Offeror shall have a Certificate of Insurance indicating the organization’s in-force insurance for the following policies and limits. Contractor agrees to provide proof of such insurance upon request.

Minimum Coverages

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products, Personal and Advertising Injury Products/Complete Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (<u>all owned, hired, and non- owned vehicles</u>)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers’ Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers’ Liability	\$1,000,000.00 (each employee, each accident and policy limit)
Property Insurance	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the Contractor involved procurement on University property.

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the organization's insurance(s) is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by organization and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies

t. Builders Risk Insurance

The contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the contract amount.

u. Parking

Any proposer that enters into a contract and/or agreement with the University of Louisville for sales or service may purchase a Vendor Parking Permit at the established fee. Location of parking will be designated at time of the permit purchase. Service providers on Belknap Campus can park at any designated service vehicle space and may also park in BLUE permit designated areas. On the Health Sciences Center, parking may be available in the parking structures upon request. A deposit is required to obtain an access card to these areas. Vendors parking on University property without permits shall be subject to ticketing, booting or impoundment.

Fee schedule is available at www.louisville.edu/parking. See Parking Permit pricing. Prices are subject to change. Daily permits may be purchased on-line at www.louisville.edu/parking.

v. Protection at Site

Pedestrian and automobile traffic near project sites shall be protected from injury and damage due to construction activities by appropriate means such as roping off walk or driveways, erecting warning signs, erecting snow fences and other positive ways which will divert traffic from areas of possible danger. Special attention shall be given to open trenches regarding pedestrian traffic with emphasis on blind or handicapped pedestrians. Open trenches shall be fenced with snow fence and protected by audio means.

w. Clean Up

It shall be the duty of the contractor to keep the jobsite policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

x. Inspection

All supplies and equipment shall be subject to inspection or test by the University prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirement, the University shall have the right to reject them or require acceptable correction at the vendor's expense.

y. General Guarantee

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the Owner shall constitute an acceptance of work done, in accordance with the Contract Documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work unless a longer period specified. The Owner shall give notice of observed defects with reasonable promptness.

z. Damages

Failure of the University to invoke liquidated damages at the immediate time of the delay of delivery or installation, does not waive the right of the University to invoke said damages at a later date.

aa. Damage to Property

This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

bb. Asbestos

Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop work immediately, secure the area, notify the Owner and await positive identification of the suspect material. During the downtime in such a case the Contractor shall not disturb any surroundings surface but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

cc. Asbestos Containing Materials

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

dd. Conflicting Conditions

Not Applicable

ee. Contract Period

The contract established from this RFP will be through the completion of the project, which is at the discretion of the University of Louisville Procurement Services.

ff. Completion of Contract

Time is of the essence. The Contractor shall commence work within ten calendar days after issuance of the Work Order or execution of the Owner/Contractor Agreement, whichever comes first.

The Contractor shall complete all phases of this Contract by **October 1st, 2022**.

Completion of the work is understood to mean that the Contractor has completed the work described and that it has been accepted by the Owner.

For any delay in substantial or final completion, the Contractor and their sureties shall be liable for, and shall pay to the Owner, the aggregate sum of **One Hundred Dollars (\$100.00)** as fixed, agreed, and liquidated damages for each calendar day of delay until the contract work is completed and accepted.

gg. Bid, Payment, & Performance Bond

Proposals shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed by a Surety Company authorized to do business in the State of Kentucky and countersigned by a licensed Kentucky Resident Agent representing the Surety Company. (Certified Check Acceptable)

It is agreed that in the event that this proposal is accepted by the owner and the Contractor shall fail to execute a contract within ten (10) consecutive calendar days from the date of notifications of the Award of Contract, the Owner shall determine that the contractor has abandoned the contract and thereupon, the Proposal shall become null and void, and the bid guarantee, check of bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for such failure and no protest pursuant to such action will be allowed.

The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor, including payment of all unemployed contributions which become due and payable under the Kentucky Unemployment Insurance Law furnishings materials in connection with this contract.

The contractor is responsible for any costs associated with acquiring the performance and payment bonds.

hh. Contract Changes

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University, which will be formally memorialized by way of written contract amendment signed by both parties.

Should the Contractor find at any time that existing conditions make modification of the requirements necessary, they shall promptly report such matter to the University of Louisville, Department of Procurement Services for consideration and decision.

ii. Amendments

It is recognized that subsequent written amendments to the awarded contract may be necessary; and all

such amendments will require the mutual agreement of the parties.

jj. 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.

kk. 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.

Forms can be found at: [Kentucky Preference Claim Forms](#).

ll. Reports and Auditing

Contractors are required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diverse Tier 2 or subcontractors affiliated with company. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful Contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful Contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting the quarterly reports.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period. A copy of the reporting template to be submitted can be found on the University’s website found [here](#).

Reports can be submitted via email to purchase@louisville.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

If the successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

The University reserves the right to request Audited Financial Statements from all firms submitting proposals to adequately evaluate firm(s) financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the RFP file and will not be subject to open records inspection/requests.

mm. 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 the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

nn. Conflict of Interest

Any Offeror responding to the Request for Proposal is required to disclose any potential conflict of interest. If the owner of your organization is related to a University employee, that relationship must be disclosed in writing and made part of the bid response.

For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great-:

- parent
- child or ward
- sibling
- uncle or aunt
- first cousin
- nephew or niece
- spouse, domestic partner, significant other

oo. University Brand Standards

The Contractor must adhere to all University Brand Standards when using University logos, trademarks, or other University intellectual property. University Brand Standards are maintained by the University Office of Communications and Marketing (OCM) and can be viewed [here](#). Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the OCM Director or designee can approve exceptions to the University standards.

pp. Payment Terms

The Contractor shall be paid, upon the submission of proper invoices, to the "Billing Address" shown on the purchase order, at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

The University reserves the right to make payment for orders via the University corporate Visa

procurement card (ProCard).

qq. Taxes

The University is tax exempt from the provision of the Kentucky six percent (6%), sales and/or Use Tax on materials and equipment under this procurement. The University is also entitled to exemption from Federal Excise Tax. Our tax-exempt number is C-102. Exemption certifications shall be furnished upon request to cover exemptions where applicable.

rr. COVID-19 Safety Requirements

Offerors, awardees, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in full compliance with all current University, state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth. Further details regarding the University COVID-19 safety procedures can be found here: [University COVID-19 Response](#). Current CDC guidelines can be found here: [CDC Guidelines](#).

ss. Compliance with Executive Order 14042

As the University of Louisville is as a federal contractor, the University is subject to the terms of Executive Order (EO) 14042, "Ensuring Adequate COVID Safety Protocols for Federal Contractors." In accordance with the requirements of EO 14042, vendor agrees that, unless this agreement relates solely to the provision of products or the value of the contract is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation, vendor shall comply with all applicable guidance issued by the federal government in connection with EO 14042, including guidance conveyed through Frequently Asked Questions, as amended during the performance of the resulting contract, published by the Safer Federal Workforce Task Force (Task Force Guidance) [here](#).

In the event that the vendor enters into any subcontracts providing services in connection with this agreement, the vendor shall include the substance of the clause above, including this paragraph (including the flow down requirement), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award, and are for services (not products), including construction, performed in whole or in part within the United States or its outlying areas.

tt. ADA and Related Compliance

Not Applicable

uu. Information Security

Not Applicable

vv. PCI Compliance

Not Applicable

INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT

The Employment Utilization Report (EUR) is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The General Contractor shall submit the EUR report with monthly pay application for its aggregate work force and include all reports for each subcontractor's aggregate work force to the University of Louisville

Compliance Agency	University of Louisville assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Contractor	Any contractor who has a construction contract with the University of Louisville.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders-both men and women.
1. Covered Area	Jefferson County, Kentucky
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	Minority – 12.2% Female – 3.5%
4. Reporting Period	Monthly, or as directed by the Compliance Officer, beginning with the effective date of contract.
5. Construction Trade	Only those construction crafts which contractor employs in Jefferson County, Kentucky.
6. Workhours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employee's classification. b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).

INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT

7. Minority Percentage
- The percentage of total minority workhours of all work hours (the sum of columns 6b, 6c, 6d, and 6e; just one figure for each construction trade).
8. Black Percentage
- The percentage of black males and females computed from the total number of blacks in 6b.
9. Total Number of Employees
- Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees
- Total number of male minority employee and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

MBE/WBE SUBCONTRACTOR/SUPPLIER FORM

_____ does commit itself that on the following project:

Kueber Center Renovation RP-059-22

The Bidder agrees to furnish information required by the University of Louisville to indicate the Minority and Woman-Owned Business which it intends to utilize. Breach of this commitment constitutes breach of the Bidder's contract if awarded.

Name of Business	MBE WBE	Telephone Number	Type of Business	Dollar Value for Project	Percent

The undersigned will enter into a formal agreement with the minority or woman-owned business firms for work listed in this schedule conditioned upon execution of a contract with the University of Louisville.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect/Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed non-responsive.

NAME OF AUTHORIZED OFFICER

Date

TITLE

SIGNATURE

**FORM OF PROPOSAL
RECORD OF MBE/WBE SOLICITATION**

certifies that the following Minority/Women-Owned BIDDER'S

NAME

firms were contacted to solicit pricing as subcontractors/suppliers for Request for Proposal No. **RP-059-22**

Name of Business	MBE WBE	Work Items Solicited	Result: No response/Bid Too High

The above firms were not selected for use on this project for the reasons stated in the RESULT column.

Signature Date

Title

8. SUPPLIER CERTIFICATION

The University is committed to conducting its procurement practices in accordance with federal law and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end, the Contractor is requested to review the attached Supplier Certification document and to complete any applicable information regarding conflict-of-interest requirements in the Supplier Certification. The attached Supplier Certification will be incorporated into the final contract/agreement resulting from this proposal. Awarded Contractors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term "Supplier," as used in this document, refers to the entity that is supplying the goods or services to the University or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor, or other similar term.

The term "Contract", as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University or one of its affiliated corporations.

The term "UofL affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc., the University of Louisville Athletic Association, or the University of Louisville Foundation.

a. Equal Opportunity Clause

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity in a twelve-month period)

This Contract is subject to the requirements of Executive Orders [11246](#) and [11375](#) and the rules and regulations of the U.S. Secretary of Labor ([41 CFR Chapter 60](#)) in promoting Equal Opportunities. During the performance of this Contract the Supplier agrees as follows:

- Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. 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. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of

September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or Contractor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.¹

b. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.

¹ For federally assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

- The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. If the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- As used in this clause:
 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
 4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
 5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

c. Certificate of Nonsegregated Facilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex, or national origin.

The undersigned Supplier certifies to the University and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, Offeror, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in [18 U.S.C. 1001](#).

d. Employment of Individuals with Disabilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

- (1) that it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures.
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - (iii) Rates of pay or any other form of compensation and changes in compensation.
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - (v) Leaves of absence, sick leave, or any other leave.
 - (vi) Fringe benefits available by virtue of employment, whether administered by the Contractor.
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) that it will include the provisions of this clause in every subcontract or purchase order more than \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

e. Affirmative Action Program Requirement

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order [11758](#), section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

f. Filing Certificate

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

g. Affirmative Action Certificate

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.²

h. Administrative, Contractual, Legal Remedies

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable UofL affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written response. The response will be reviewed, and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the UofL affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

² Non-construction Contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction Contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

i. Davis Bacon Act

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

j. Contract Work Hours and Safety Standards Act

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

k. Clean Air and Federal Water Pollution Control Act

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the UofL affiliated entity of any such violations.

l. Termination

(Applicable to federally funded Contracts exceeding \$10,000)

The UofL affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The UofL affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

m. Lobbying / Anti-Kickback

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to 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 Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or

building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the UofL affiliated entity.
- 3) The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

n. Access to Records

(Applicable to any federally funded Contracts)

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by this Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

o. Audits

(Applicable to any federally funded Contracts)

Supplier assures UofL affiliated entity that it complies with either A-133 or the applicable provisions of

2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract / purchase order, acceptance of payment, or other form of acceptance / acknowledgement (e.g., continuing business relationship) with a UofL affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).

9. Proposer Qualifications

1. Purpose

University Personnel and University Consultants will use this form and any other requested additional information to determine the responsiveness of the proposer and sub-contractors.

1. Name of Firm _____
Street Address _____
City, State, Zip _____
County _____
Business Phone (____) _____ Telefax (____) _____
2. Mailing Address _____
City, State, Zip _____
3. Contact Person _____
4. Type of Firm () Corporation () Partnership
 () Sole Proprietorship () Individual
 () Joint Venture () Other (Explain)
5. How many years has the firm been in business? _____ years _____ months
 - Has this business operated under any other name? _____ Yes _____ No
If yes what Other names: _____
6. If your firm is a corporation, provide the following:
 - Date of incorporation _____ State of incorporation _____

- States where corporation is authorized to conduct business _____
- **Attach proof that your firm is in good standing and registered with the Kentucky Secretary of State.**

7. 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.

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

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

(use additional pages if required)

10. 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. 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.

12. 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.

13. 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.

14. Is the firm currently a party to a pending lawsuit with a potential damages alleged of \$10,000 or more?
_____Yes _____No If yes, attach an explanation.

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

16. Performance and Payment Bonds will be issued by:

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 _____

19. VENDOR REPORT OF PRIOR VIOLATIONS ON CONSTRUCTION PROJECTS

This form is applicable to all bid construction projects issued by the University of Louisville Procurement Services in accordance with KRS 45A.080.

The **Prime Bidder** on any construction sealed bid **shall** complete and provide a signed and notarized form with the required information.

All subcontractors for the best evaluated Prime Bidder shall also provide a signed and notarized form with the required information attached through the Prime Bidder to University within five (5) calendar days of the bid opening date. **The Prime Bidder shall provide copies of this form to the subcontractors for their execution.**

The information required is specifically - **any final determination(s) of violations within the last five (5) calendar years of the following:**

1. Violations of KRS Chapter 136 (Corporation and Utility Taxes);
2. Violations of KRS Chapter 139 (Sales and Use Taxes);
3. Violations of KRS Chapter 141 (Income Taxes);
4. Violations of KRS Chapter 337 (Wages and Hours);
5. Violations of KRS Chapter 338 (Occupational Safety and Health of Employees);
6. Violations of KRS Chapter 341 (Unemployment Insurance);
7. Violations of KRS Chapter 342 (Workers Compensation); and
8. Violations of Occupational Safety and Health Laws **in any other states and at the federal level.**

If there are no violations for a particular category, vendor should attach a statement to that effect.

If there are violations for a particular category, the vendor should list them and provide the following information for each: the date of the violation, a short description of the violation (including statutory citation), the name of the governmental enforcement agency involved, and the amount of any penalties imposed as a result of the final determination.

Please note that this information may be provided to other governmental agencies, such as the Kentucky Labor Cabinet, as part of the bid process. The University reserves the unqualified right to disqualify any vendors from participating further in this bid process if appropriate under law.

In addition, the successful prime bidder and subcontractors shall remain in continuous compliance with KRS 45A.485 during the life of any contract awarded and shall notify the Procurement Services of any new final determinations of violations in **any** of the above-mentioned categories, which occur after contract award, and during the life of any contract awarded. Failure to comply with these requirements may result in the bidder and subcontractors being disqualified from participating in future bid opportunities for the Commonwealth.

COMPANY NAME: _____

ADDRESS: _____

THIS VENDOR VIOLATION FORM IS BEING SENT TO THE LABOR CABINET FOR VERIFICATION. PLEASE MAKE SURE ALL YOUR VIOLATIONS ARE LISTED WITHIN THE LAST FIVE (5) YEARS. IF A BIDDER LISTS "NONE" AND HAS SOME, THEIR BID MAY BE REJECTED. FOR A LIST OF YOUR VENDOR VIOLATIONS, YOU CAN FAX OR EMAIL THE LABOR CABINET WITH YOUR REQUEST. FAX NUMBER IS (502) 696-1984 OR EMAIL: labor.desam@ky.gov.

Violation Category	Date	Description	Govt. Enforcement Agency	Amount of Penalties

Notary Public

Additional Project Information

1. 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 _____

2. 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 _____

3. 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 _____

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

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

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

7. 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.

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

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 _____

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.

11. List below all projects that are currently under construction that demonstrate your ability to complete the type of 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.

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 _____
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.

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 Louisville. 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 _____, 2022, by

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

(firm)

Notary Public _____, Kentucky
My Commission expires _____

10. Special Conditions

ARTICLE 1 - SPECIAL CONDITIONS

These special conditions apply to each section of the specifications and are binding upon the Contractor and all subcontractors as each are subject to the provisions contained herein.

These special conditions are intended to define and establish certain rules and provisions of the contract governing the operation so that the work may be continued and be completed in an orderly, expeditious and workman like manner.

These special conditions, together with the specification and contract documents, shall further establish the standards of material and workmanship for the "work".

ARTICLE 2 - DEFINITIONS

Wherever used in these special conditions or in other contract documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

The term **OWNER** as used throughout the specifications and contract documents means the University of Louisville, represented by **Michael Ortman**.

ARCHITECT means the person, company or corporation, architect or other consultant, named in the contract documents.

CONTRACTOR means the person, company or corporation with whom the Owner has executed a contract

SUBCONTRACTOR means the person, company or corporation having a direct contract with the Trade Contractor for the performance of a part of the work.

CONTRACT means the bid offer of the Contractor as officially accepted by the Owner, evidenced by the "Letter of Intended Acceptance", executed Owner/Contractor agreement of contract, and the executed Finance encumbrance document, entitled "Purchase Contract".

CONTRACT DOCUMENTS means the agreement between the Owner and Contractor, the Payment and Performance Bond, the general, supplemental and special conditions, the drawings, the specifications, the scope of work, all addenda and modifications and change orders issued after execution of the contract. The contract documents complement each other; whatever is required by one shall be as binding as if required by all.

WORK means and comprises the completed construction required by the contract documents. It includes labor, material, equipment, supplies, superintendency, plant, and equipment to perform and complete the contract in an expeditious, orderly and workmanlike manner.

CONTRACT AMOUNT means the sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

WORK ORDER means a written notice by the Owner to the Contractor, authorizing the Contractor to commence work under the contract and establishing the beginning date.

CONTRACT COMPLETION TIME means the number of calendar days to complete the work as specified in the contract documents.

CALENDAR DAY means a day of twenty-four hours measured from midnight to the next midnight.

CHANGE ORDER means a written order to the Contractor signed by the Owner, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

SHOP DRAWINGS means drawing, diagrams, schedules, and other data specially prepared for the work by the Contractor or any subcontractor manufacturer, supplier, or distributor to illustrate some portion of the work.

WRITTEN ORDER means a field order issued by the architect which clarified or interprets the contract documents or orders minor changes in the work which does not require a change order.

ARTICLE 3 - THE ARCHITECT/ENGINEER

Michael Ortman will be the Owner's representative during construction and until the work is complete.

The architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. On the basis of his on-site inspection observations, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.

The architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

The architect will be the sole interpreter of the requirements of the contract documents and the judge of the performance thereunder by the Contractor.

Claims, disputes, and other matters in questions that arise relating to the execution or progress of the work shall be referred initially to the Architect/Engineer for decision, which he will render in writing within a reasonable time.

The architect will have authority to reject work which does not conform to the contract documents.

The architect will review and approve, or take other appropriate action upon Contractor's submittal, such as shop drawings, product data, and samples, but only for conformance with the design concept of the work, and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The architect will prepare change orders, and authorize minor changes in the work, not involving extra cost and time extension, provided the changes are not inconsistent with the purpose of the work.

The architect will conduct inspections to determine the dates of substantial completion and final completion; will receive and forward to the Owner for the Owner's review, written warranties and related documents required by the contract and assembled by the Contractor.

ARTICLE 4 - WORK REASONABLY INFERRED AND DISCREPANCIES

The Contractor shall make a thorough examination of the site(s) and study all drawings and specifications and all conditions relating to the erection of the work. Materials or labor evidently necessary for the proper and complete execution of the work, which are not specifically mentioned although reasonably inferred there from, shall be included in the work.

The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. Anything called for in the specifications and not shown on the drawings or shown on the drawings and not called for in the specifications, shall be included in the Contractor's work, the same as if included in both. In the event of a doubt arising as to the true intent and meaning of the drawings and specifications, the Contractor shall report it at once to the architect. The architect shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, 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 Contractor shall do no work without proper drawings and instructions. The architect shall be responsible for interpretation of the documents. The architect's decision regarding compliance with plans and specifications in the case of conflicts shall be final and binding.

ARTICLE 5 - SHOP DRAWING SCHEDULE

The Contractor shall submit a schedule to the architect prior to the submittal of the firm's first application for payment, fixing the dates for the submission of shop drawings.

ARTICLE 6 - SHOP DRAWING SUBMITTALS

The Contractor shall review, approve, and submit shop drawings in accordance with the approved schedule as herein detailed. By approving and submitting shop drawings, the Contractor represents that he has determined and verified all materials, field

measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall submit adequate shop drawings required for the work and the architect will review and approve, with reasonable promptness, shop drawing and samples, or return for corrections as required. The review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

The Contractor shall make any corrections required by the architect for compliance to the contract and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The Contractor shall direct specific attention, in writing, or on resubmitted shop drawings, to revisions other than the corrections called for by the architect on previous submissions. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and architect that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by the architect. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the architect.

The architect's approval of shop drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the contract documents unless the Contractor has in writing called the architect's attention to such deviation at the time of submission and the architect has given written approval to the specific deviation, nor shall any approval by the architect relieve the Contractor from responsibility for errors or omissions in the shop drawings.

ARTICLE 7 – PLANS, DRAWINGS & SPECIFICATIONS

Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, 6 complete sets of drawings and specifications reasonably necessary for the execution of the work. Additional copies/sets can be purchased at cost by the Contractor. The Contractor shall keep one copy of all drawings and specifications on the site, in good order, available to the architect and/or his representatives.

All drawings, specifications, and copies thereof, furnished by the architect, are the property of the University of Louisville. They are not to be used on other work.

ARTICLE 8 - MATERIALS, APPLIANCES, AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, temporary heat, hoist, supplies, appliances, transportation, and other facilities necessary for the execution and completion of the work. In the event the Owner elects to make available the electric power, at no cost to the contractor for construction purposes, it shall not be utilized as a means for temporary heat.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and subcontractors and shall not employ on the work any person not skilled in the work assigned to him.

ARTICLE 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof. However, the foregoing shall apply to the Owner in lieu of the Contractor in the event that a particular process or the product of a particular manufacturer is specified.

ARTICLE 10 - SURVEYS, PERMITS AND REGULATIONS

The Owner will furnish only such surveys as included in the contract. Approvals, assessments, and easements for permanent structures or permanent changes in existing facilities and utility tap-on fee shall be secured and paid for by the Owner, unless otherwise specified. Building, sewer, water, and similar types of permits, where required by local ordinances, shall be obtained by the Contractor. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, codes, rules and regulations bearing on the conduct of the work as drawn and specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY, EMPLOYEES AND PUBLIC

The Contractor shall continuously maintain adequate protection of all his completed work and materials delivered from damage and shall protect the Owner's property from injury or loss arising in connection with this contract, until final acceptance of the work. He shall make good 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. He shall adequately protect adjacent property as provided by law and the contract documents.

The 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.

The Contractor shall designate a responsible member of his organization, on the work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Architect by the Contractor.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. The Contractor shall immediately inform the University Department of Public Safety (852-6111).

CONSTRUCTION AND SAFETY DEVICES

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 (29 CFR 1926 as adopted by 803 KAR 2:400 through 2:425) 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.

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.

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, and 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.

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, after receipt of such notice, immediately correct 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.

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

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

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.

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 all safety regulations.

ARTICLE 12 - INSPECTION OF WORK

The Owner, the architect, and their representative shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The architect shall be given timely notification in order to arrange for proper inspection of any work performed outside of the normal working day or week.

If the specifications, the architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the architect timely notice of its readiness for inspection. Inspections by the architect shall be made promptly.

If any portion of the work should be covered contrary to the request of the architect, or to requirements specifically expressed in the contract documents, it must, if required in writing by the architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

If any other portion of the work has been covered, which the architect has not specifically requested to observe prior to being covered, the architect, with the Owner's approval, may request to see such work and it shall be uncovered by the Contractor. If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner, or a separate Contractor employed by the Owner, in which event the Owner shall be responsible for the payment of such costs.

ARTICLE 13 - INSPECTION AND TESTING OF MATERIALS

All inspection and testing costs required by the contract documents shall be paid for by the Contractor with the following exceptions:

All test costs required beyond the initial test to verify the requirements of the contract documents on Item shall be paid by the Contractor of record. The Owner will not pay costs for retesting required for incorrect work or materials.

ARTICLE 14 - SUPERINTENDENT - SUPERVISION

A qualified superintendent and any necessary assistants shall be maintained on the work site and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor and all instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate work of all the subcontractors.

The superintendent shall not be changed unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Contractor shall give timely notice to the Owner of a change in the superintendent and a reasonable explanation for the change.

ARTICLE 15 - CHANGES IN THE WORK

The Owner, without invalidating the contract, may as the need arises, order changes in the work by deletion or modification. All such changes to the work shall be authorized by change order and be executed under the conditions of the original contract. The Multi-Part hard copy Change Order form for Construction and Renovation projects has been discontinued and has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms> Contract amount and time of completion shall be adjusted at the time of ordering such change. The value of any such change in work shall be determined in one or more of the following methods:

- A. By mutual acceptance of a lump sum.
- B. By unit prices named in the contract or subsequently agreed upon. Under either method, proposals for change in work shall be accompanied by a complete itemization of net costs for labor and materials, including the work of all subcontractors. In no case will a change be approved without such detailed itemization.

If the then existing circumstances indicate the impracticability or impossibility of proceeding under either of the above methods, the Owner may direct the Contractor to proceed with the change in the work, for which the Contractor shall be paid the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. The Contractor shall keep and present in such form as the Owner may direct, a correct amount of all items comprising the net cost of such work, together with vouchers, including the cost to the Contractor of all labor, common and skilled, foremen, and the fair rental of all machinery together with reasonable transportation cost of machinery not on the site.

In any event, it is agreed and understood that an amount not to exceed fifteen percent (15%) shall be added to the actual net cost of the change of work as defined within. It is further agreed and understood that said maximum addition of fifteen percent constitute the exclusive cost for direct overhead and profit for work performed by either the general Contractor and/or their contracted sub-contractor.

In the case of the work being performed solely by a Subcontractor, the Contractor's mark-up shall not allocate more than one third of the total markup (1/3 of the 15% or 5%), for the Subcontractor's portion of the specified change of work.

The Contractor shall not include in the net cost of change of work any cost or rental of small tools, or any portion of the time of the Contractor or his superintendent, or any allowance for the use of capital, insurance or bond premium, or any actual or anticipated profit, or job or office overhead not previously mentioned, these items being considered as being covered under the added amount for general overhead. Pending final determination of value, partial payments on account of changes in work may be made on recommendation of architect.

The architect may authorize minor changes in the work, not involving extra cost and time extension, provided the changes are not inconsistent with the purpose of the work.

If the Contractor claims that any instructions by the architect involve additional cost and/or time extension, he shall give the architect written notice thereof within a reasonable timeframe after the receipt of such instructions and before proceeding to execute the change in work.

ARTICLE 16 - CONCEALED CONDITIONS

Should concealed conditions encountered in the performance of the work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contract sum and completion times if applicable shall be equitably adjusted by change order upon claim by either party made within twenty days after the first observance of the conditions.

ARTICLE 17 - DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to correct work damaged, or not done in accordance with the contract, an equitable deduction from the contract price shall be made, therefore.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

It is agreed that time is of the essence for each and every portion of this contract and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority, or allocation order duly issued by the government.

(b) Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted 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, fires, floods, epidemics, quarantine restrictions, strikes freight embargoes and unusually severe weather.

(c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article Provided, further that the Contractor shall, within 48 hours of the occurrence of the event, notify the Owner in writing, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. Any change in the contract time resulting from any such claim shall be incorporated in a change order. An extension of time shall not be construed as cause for extra compensation under the contract.

(d) Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the seasons of the year. Normal weather shall be determined based on records for the station of the United States Environmental Data Service show in Article 19 of the General Conditions.

ARTICLE 19 - WEATHER DATA

A. Information and data furnished or referred to below is furnished for the Contractor's information. It is to be expressly understood, however, that the Owner will not be responsible for any interpretation or conclusion drawn there from by the Contractor.

B. Weather Conditions - Information in the tables below was compiled from the records of the National Weather Service at Louisville, Kentucky.

P R E C I P I T A T I O N

MONTH	NORMAL (INCH)	MAXIMUM RECORD (IN)	MINIMUM RECORD (IN)	24-HOUR MAXIMUM (IN)	AVERAGE NUMBER OF DAYS .1" OR MORE
JAN	3.57	16.65	0.37	2.98	13
FEB	3.26	7.69	0.67	3.40	11
MAR	4.83	10.38	0.99	3.85	13
APR	4.01	9.30	0.79	4.39	13
MAY	4.23	10.84	1.20	3.24	12
JUN	4.25	11.69	1.36	5.88	11
JUL	4.95	10.64	1.83	4.73	11
AUG	3.96	11.18	0.56	3.56	9
SEP	3.28	9.69	0.24	4.35	8
OCT	2.26	6.13	0.33	3.21	8
NOV	3.30	6.87	0.45	2.58	11
DEC	3.78	9.97	0.61	3.77	12

T E M P E R A T U R E

MONTH	NORMAL (DEG F)	MAXIMUM RECORD (DEG F)	MINIMUM RECORD (DEG F)	AVERAGE NUMBER OF DAYS 32 DEG F OR BELOW
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JAN	31.5	76	-21	11
FEB	34.5	76	-15	7
MAR	43.9	83	-2	1
APR	55.0	88	18	0
MAY	64.3	92	26	0
JUN	72.2	101	39	0
JUL	75.9	103	47	0
AUG	74.9	103	42	0
SEP	68.7	103	35	0
OCT	56.8	91	20	0
NOV	44.9	81	-3	1
DEC	36.1	75	-10	5

- C. For this Contract, "Unusual Inclement Weather" will be interpreted as those days in excess of the number of days shown in the final column under PRECIPITATION on which rainfall exceeded 0.1 inch and in the final column under temperature on which maximum temperature was below 32 degrees F.
- E. Request for additional days in construction due to "Unusual Inclement Weather" shall be communicated to the Owner and Owner representative no less than 48 hours after such event occurs. If approved by the Owner, the additional days will be incorporated via Change Order to original contract.

ARTICLE 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials rejected by the architect that fail to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract 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.

ARTICLE 21 - CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from date of the acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

ARTICLE 22 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

- A. The Owner may terminate the contract for its own convenience when it is determined by the contracting authority that such termination will be in the best interest of the University of Louisville. When it has been determined that a contract should be terminated for the convenience of the University, the contracting authority shall give reasonable written notice and negotiate a fair and just settlement with the Contractor in accordance with published regulations of the Office of Facilities Management.
- B. The Contractor shall have the burden of establishing the amount of compensation to which he believes himself to be entitled by the submission of complete and accurate cost data employed in submitting his bid or proposal for the contract, and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination for convenience.

ARTICLE 23 - TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient skilled workmen, adequate equipment, or proper material, or if he should fail without proper cause to make prompt payment to subcontractors, or for material or labor, or persistently disregard laws, ordinances, or the instruction of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certification by the architect that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice by registered mail of declaration of default, take possession of the premises and all materials and building components thereon, and finish the work in accordance with laws of the Commonwealth.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If any such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the architect.

ARTICLE 24 - SUSPENSION OF WORK

A. The Owner

1. The Owner may, for reasons exclusive of any court order or other types of litigation, suspend the work or any portion thereof for a period of not more than thirty (30) days or such further time as agreed upon by the Contractor without causing termination of the contract. The notice of suspension shall be in writing and shall set forth the reason for the suspension. The written notice shall fix the approximate date on which work is contemplated to be resumed. The Owner will allow reimbursement of direct job expenses or extension of time, or both, directly attributable to the suspension.

2. In the event the Owner should be prevented or enjoined by court order from proceeding with the work or from authorizing its prosecution, either before or after the award and work order, by reason of any litigation for a period of up to ninety (90) days, the delay shall not constitute cause for termination and the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but the time for completion of work will be extended to such reasonable time as the owner may determine will compensate for time lost by such delay. Such determination to be set forth in writing.

B. The Contractor

If, through no act or fault of the Contractor, the work is suspended for a period of more than thirty (30) days by the Owner, or more than ninety (90) days under an order of court or other public authority, or the architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor the sum certified by the architect or awarded by the court within fifteen (15) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the architect, terminate the contract and recover from the Owner payment for all work executed and reasonable expense sustained. In addition and in lieu of terminating the contract, if the architect has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the architect stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, a change order shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

ARTICLE 25 - TIME OF COMPLETION

The Contractor shall begin work and mobilize on site within ten (10) calendar days on the date as specified on the WORK ORDER/PURCHASE ORDER. He shall carry the work forward expeditiously with adequate forces and management process for achieving completion within the contract time. All time limits stated in the Contract Documents are of the essence to the contract.

The contract time, unless otherwise provided, is the period of time specified in the Contract Documents for final completion as defined hereinafter, including authorized adjustments thereto. See, "Agreement of Contract", for mandatory completion dates and construction time.)

Substantial Completion of the work: Shall mean when the work is sufficiently complete, so that the architect and Owner may inspect the work to determine items requiring correction or completion for final acceptance.

The date of substantial completion shall be that date certified by the architect in accordance with the following procedures that the work is sufficiently complete to inspect.

(1) When the Contractor considers the work is substantially complete, he shall submit a written declaration of his consideration to the architect and a request for an inspection. The declaration and request shall be accompanied by a Contractor prepared list of those items of work still to be completed or corrected. The failure of the Contractor to include any item or items on such list not completed or needing correction shall not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.

(2) The architect shall, within a reasonable time after receipt of notification from the Contractor of declaration of substantial completion and request for inspection, notify the owner of the date for inspection and make the inspection.

(3) If the architect considers the work substantially complete, he shall prepare a Certificate of Substantial Completion which shall establish the rate of substantial completion and a list of items to be completed or corrected, and shall fix the time within which the Contractor shall complete the items listed. This time shall not exceed thirty (30) calendar days. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance.

(4) If, after making the inspection, the architect does not consider the work substantially complete, he will notify the Contractor in writing, giving the reasons therefore.

Final Completion - The architect, upon receipt of written notice from the Contractor that the work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when he finds the work completed and acceptable under the contract documents and the contract fully performed, he will so notify the Contractor in writing and promptly certify a final Certificate for Payment to the Owner accompanied by final certificate of occupancy from the Kentucky Department of Building and Housing. If the architect finds the work not complete he shall notify the Contractor and the owner. The Contractor shall then apply every effort to complete the work within the time allotted at the time of substantial completion. If the Contractor fails to complete the work in the time allotted, liquidated damages will be assessed as described in Article 3 of the Agreement of Contract. If additional inspection is required, the Contractor shall reimburse the architect for the time required for this inspection at the architect's established hourly rate.

Beneficial Occupancy - The owner may, should circumstances require, receive beneficial occupancy of the works or parts thereof for the use for which it is intended. Such occupancy shall not occur until after substantial completion. At the time of beneficial occupancy, the owner accepts responsibility for the operation, maintenance, utilities and insurance. The Owner shall notify the architect and the Contractor prior to substantial completion that he will require beneficial occupancy and the Contractor shall provide the Owner at the time of substantial completion a preliminary certificate of occupancy issued by the Kentucky Department of Building and Housing.

The Contract Time is the specified number of consecutive Calendar Days following the commencement of the Work as stated within the Special Terms and Conditions has to complete the Work required by the Contract. The General Contractor shall begin the Work within Ten (10) calendar days of the date of commencement as specified in the Work Order/Purchase 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 by the Consultant on the 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.

Substantial Completion is defined in Definitions of this article of the Special Terms and Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owners 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.

The date of Substantial Completion shall be that date certified by the Owner or Consultant, in accordance with the following procedures, that the Work is sufficiently complete to occupy or utilize as defined above.

When the General Contractor considers the entire Work is substantially complete as defined within the Definition section 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.

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 Consultants review, the General Contractor shall submit all as built drawings, 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.

If the Consultant considers the Work substantially complete, the Consultant shall recommend and 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 established contract. 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.

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 specified within Special Conditions section of this document. (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 Owners Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

The provisions of ARTICLE 34 - LIQUIDATED DAMAGES notwithstanding, if the General Contractor meets the requirements of ARTICLE 25 - TIME OF COMPLETION 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, Planning Design and Construction may reduce the retainage to not less than three percent (3%) of the current Contract Amount. In the event progress falls behind the approved progress schedule, the full 5% will immediately be reinstated by the Owner including all past retainages not held.

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.

As Built Drawings. 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

Project Close Out. When the Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the Contractor shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the 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 Contractor in writing

to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance ARTICLE 26- PAYMENT TO THE GENERAL CONTRACOR of these General Conditions. If the 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 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 26- PAYMENT TO THE GENERAL CONTRACOR

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 certified payrolls and or payment affidavits), including payments to all tiered Sub-Contractors for labor (including certified payrolls and or payment affidavits) and materials. 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. The Multi-Part hard copy Invoice form for Construction and Renovation projects has been discontinued and has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms>

Effective 7-1-13: Per Article 17 of Instructions to Bidders, Monthly Employment Utilization Reports (EUR) are required to be submitted with monthly pay submission/requests to the University of Louisville by the prime contractor if contracts are in excess of \$10,000 or more. Prime contractor must ensure subcontractors comply with these same requirements. EUR form is available at <http://louisville.edu/purchasing/forms> Failure to submit EUR for work performed may delay payments from the University without penalty.

The Consultant shall within ten (10) Business Days after receipt of each application for payment, shall 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) Calendar 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.

If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the General Contractor must furnish the following:

A list of the materials consigned to the Project (which shall be clearly identified) giving the place of storage, together with copies of invoices.

Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

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.

Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

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.

The Owner will pay 80% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

The General Contractors 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.

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.

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 within General Conditions 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 Contractors 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.

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 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 CPM 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 cover the uncompleted Work. Retainage reduction as provided for in this Article is contingent upon the General Contractor and/or Subcontractors 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

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:

Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

If the Owner has been required to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

If the General Contractor has failed to perform any of its obligations under the Contract, or

Failure of the General Contractor to make payments 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.

Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

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.

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.

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.

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.

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.

Neither the Owner nor the Consultant shall have any obligation to make payment to any Subcontractor or material supplier except as may otherwise be required by law.

ARTICLE 27 – CONTRACTOR'S PAYMENT TO SUBCONTRACTOR

The Contractor shall promptly pay each subcontractor upon receipt of payment from the Owner the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his subcontractors in similar manner.

The architect may, on request, furnish to any subcontractor, information regarding the percentage of completion of the amounts applied for by the Contractor and the action thereon by the architect.

Neither the Owner nor the architect shall have any obligation to make payment to any subcontractor except as may otherwise be required by law.

ARTICLE 28 - USE OF COMPLETED PORTIONS

By mutual agreement between the Owner, Contractor, and architect, the Owner may use a specified part of the project after an inspection is made. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

ARTICLE 29 - INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the architect and their agents and employees from and against all claims, damages, loss and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily 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 Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, the architect or any of their agents or employees by any employee of the Contractor, any subcontractor, 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 paragraph 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 Contractor any subcontractor under workmen's compensation acts, disability benefit acts or other employee acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the architect, 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 architect his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 30 - INSURANCE

Before the Contractor becomes entitled to any rights under this contract and prior to taking any action under this contract, Contractor shall have a Certificate of Insurance for Contractor's in-force insurances issued to the owner for the following policies and limits

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (All owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the Contractor and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverage.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest's clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Contractor and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

ARTICLE 31 - BUILDERS RISK INSURANCE

The Contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount

ARTICLE 32 - GUARANTY BONDS

Contractor shall furnish a performance and payment bond(s) in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract and the payment of all persons performing labor on the project under the contract and furnishing materials, equipment or supplies in connection with the contract, including security for the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

The performance and payment bond(s) 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 agent resident of Kentucky. The surety company must have an AM Best rating of "A-" or higher and be "Treasury Listed". Bonds shall not expire until the specified warranty period required by the contract expires.

ARTICLE 33 - CLAIMS FOR DAMAGE

A. Should either party to the contract suffer damage because of an alleged wrongful act or neglect of the other party, or of anyone employed by him, or others for whose act he is legally liable, or other controversy arising under the contract such claim or controversy shall be made in writing to the other party within 30 days after the first occurrence of the event. If a claim or controversy against the owner is not settled or comprised within 30 days after receipt of written notice thereof, then the Contractor may institute legal proceedings in accordance with the applicable provisions of the Kentucky Revised Statutes.

B. Any legal action entered against the Owner on the contract by the Contractor 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.

ARTICLE 34-DAMAGE TO PROPERTY

This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

ARTICLE 35- LIQUIDATED DAMAGES

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 and shall be fair and reasonable.

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

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 36 - LIENS

A. Lien for labor, materials, supplies, and rental equipment supplied on the contract shall be as provided by KRS 376.195 et seq.

B. Statements of lien shall be filed with the Franklin County Clerk and action to enforce the same must be instituted in the Franklin Circuit Court, Frankfort, Kentucky, pursuant to KRS 376.250.

C. The lien shall attach only to any unpaid balance due the Contractor for the improvement from the time a copy of statement of lien, attested by the county clerk, is delivered to the Owner pursuant to the provisions of KRS 376.240.

ARTICLE 37 – ASSIGNMENT OF PAYMENTS

Neither party to the contract shall assign the contract or subject it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

ARTICLE 38 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the work or to perform work with his own forces. The 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 his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall promptly report to the architect any observed defects in such work that render it unsuitable for proper execution or connection. His failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

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 interests involved shall be established by the Architect to secure the completion of the various portions of the work in general harmony.

ARTICLE 39 - MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the owner

ARTICLE 40 - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

The Contractor is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him and for the coordination of the work, including placement and fittings of the various component parts. No claims for extra cost as a result of the failure to coordinate the work, or by acts or omissions of the various subcontractors will be honored by the Owner.

The Contractor agrees to bind every subcontractor by the terms of contract documents as far as applicable to their portion of the work.

The Contractor shall make no substitution for any sub-contractor without timely notification to the Department of Purchasing, Owner Representative and architect. Any such request and subsequent approval for substitution of a sub-contractor granted shall be at no additional cost to the awarded project.

Nothing contained in the contract documents shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 41 - PROJECT SITE LIMITS

The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen to project site limits as directed by the Owner.

ARTICLE 42 - CLEAN UP

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his operation in connection with the work. At the completion of the work, he shall remove all his rubbish about the site of the work and all his tools, scaffolding and surplus materials and shall leave his work in a clean and usable condition, satisfactory to the Owner, unless more exactly specified. This will include, but not necessarily be limited to, glass, hardware, fixtures, masonry, tile, and marble floors shall be cleaned and waxed, if provided for in the specifications. This shall be done before final inspection and acceptance. In case of dispute, or if the Contractor fails to clean up at the completion of work, the Owner may perform the cleaning task and charge the cost to the Contractor.

ARTICLE 43 – POINTS OF REFERENCE

The General Contractor shall carefully preserve benchmarks, 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 44 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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.

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.

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.

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.

In the event the Contract Documents contain specific reference to two or more items as described in Article 48, any of those listed will be acceptable.

Substitution of equipment and materials previously submitted by the Contractor and approved by the Consultant will be considered only for the following reasons:

Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

Inability of the supplier to meet Contract Schedule.

Technical noncompliance to specifications.

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.

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. The Owners decision shall be final with respect to acceptability of alternative products.

ARTICLE 45 - TEST AND INSPECTION

Regulatory agencies of the government having jurisdiction may require any work to be inspected, tested or approved. The Contractor shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the architect the required certificates of inspection, testing or approval.

The Contractor shall give the architect timely notice of readiness of the work for all inspections, tests or approvals.

ARTICLE 46 - GUARANTEE AND WARRANTY

The Contractor shall guarantee that labor, equipment and materials will be free of defects for a period of one (1) year from the date of substantial completion. Expendable items and wear from ordinary use are excluded from this guarantee.

Prior to the final payment of the work, the Contractor shall assemble and present to the architect all guarantees and warranties required by the contract documents.

ARTICLE 47 - WAGES AND HOURS

As per House Bill 3, effective January 9, 2017, per KRS337 the University or any State Agency shall not have the authority to require any employer to pay to an employee a certain wage or fringe benefit other than as determined by the employer and or hourly rates (Minimum Wage) as established by Federal, State, Local or Agency itself.

All full-time employees working on University funded projects shall be paid a living wage of no less than \$10.10 per hour.

DAVIS BACON ACT

(Applicable to federally funded construction projects exceeding \$2,000)

Contractor agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

On covered contracts, the Trade Contractor shall post and keep posted in a conspicuous place or places at the site of the work, a copy or copies of prevailing rates of wages and the working hours as prescribed in the contract documents.

Any laborer, workman, or mechanic worked in excess of eight (8) hours per day for forty (40) hours per week, except in cases of emergency caused by fire, flood, or damage to life or property shall be paid not less than one and one-half (1-1/2) times the basic hourly rate of pay as fixed by law for all overtime worked. The determination of when an emergency exists shall be made by the public authority letting the contract as provided for by law.

On covered contracts, the contractor shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the federal prevailing rate of wages. Records shall indicate the hours worked each day by each employee in each classification of work and amount paid each employee for his work in each classification. Payroll records are to be maintained for one year after completion of the contract. These records are to be open for inspection and transcript by the US Secretary of Labor at any reasonable time. These records may also be audited upon request by the Owner.

ARTICLE 48 – APPRENTICES

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 Council which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

ARTICLE 49 – GOVERNING LAW

This contract and all issues and disputes arising out of this contract shall be governed by the applicable laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor for the duration of the contract.

Failure to reveal a final determination of a violation by the contractor and or subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the contractor and or subcontractor from eligibility for future contracts for a period of two (2) years after such determination.

ARTICLE 50 – CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No Contractor or subcontractor employee shall fraternize, use abusive language, make both verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site. Job conducts and responsibilities shall be discussed regularly at sub-contractor meetings.

ARTICLE 51 - AUDITED FINANCIAL STATEMENTS

The University reserves the right to request Audited Financial Statements from any and all firms submitting proposals in order to adequately evaluate firms' financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the bid file and will not be subject to open records inspection/requests.

ARTICLE 52 – ASBESTOS CONTAINING MATERIALS

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

ARTICLE 53 – SMOKE FREE FACILITIES

Smoking by contractor and sub-contractors is prohibited on all UofL Belknap, Health Sciences and Shelby Campus'.

University of Louisville
DEPARTMENT OF PROCUREMENT SERVICES
LOUISVILLE, KENTUCKY

Invitation No: RP-059-22

Date: 6/14/2022

Title: Kueber Center Renovation – Design & Build

Addendum No. 1

On the following pages (see attached) the University has issued the original drawings of the Kueber Center. Please note the following: 3 offices on the 2nd floor next to the multi-purpose room, the new office in the front lobby and a new office in the weight room are not on this set of drawings. These offices were called out in the pre-bid meeting.

Proposers should thoroughly look through and familiarize themselves with all documents included in this addendum.

Proposer must acknowledge receipt of this and any addenda either with bid or by separate letter. Acknowledgement must be received in the Department of Procurement Services, Service Complex Building, University of Louisville no later than **June 28th, 2022, by 2:00PM, EST**. If by separate letter, the following information must be placed in the lower left-hand corner of the envelope:

Invitation No: RP-059-22

Title: Kueber Center Renovation – Design & Build

Due Date: 6/28/2022

Digitally signed by Evan
Riddell
Date: 2022.06.14
08:54:21 -04'00'

BY: _____
Authorized Purchasing Officer

Receipt Acknowledged: _____
FIRM

BY: _____



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Project Designer:



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MEP Engineers:
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Cost Estimator:
Robert Pass & Associates
745 West Main Street, Suite 220
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Drawing Issue:
CONSTRUCTION DOCUMENTS

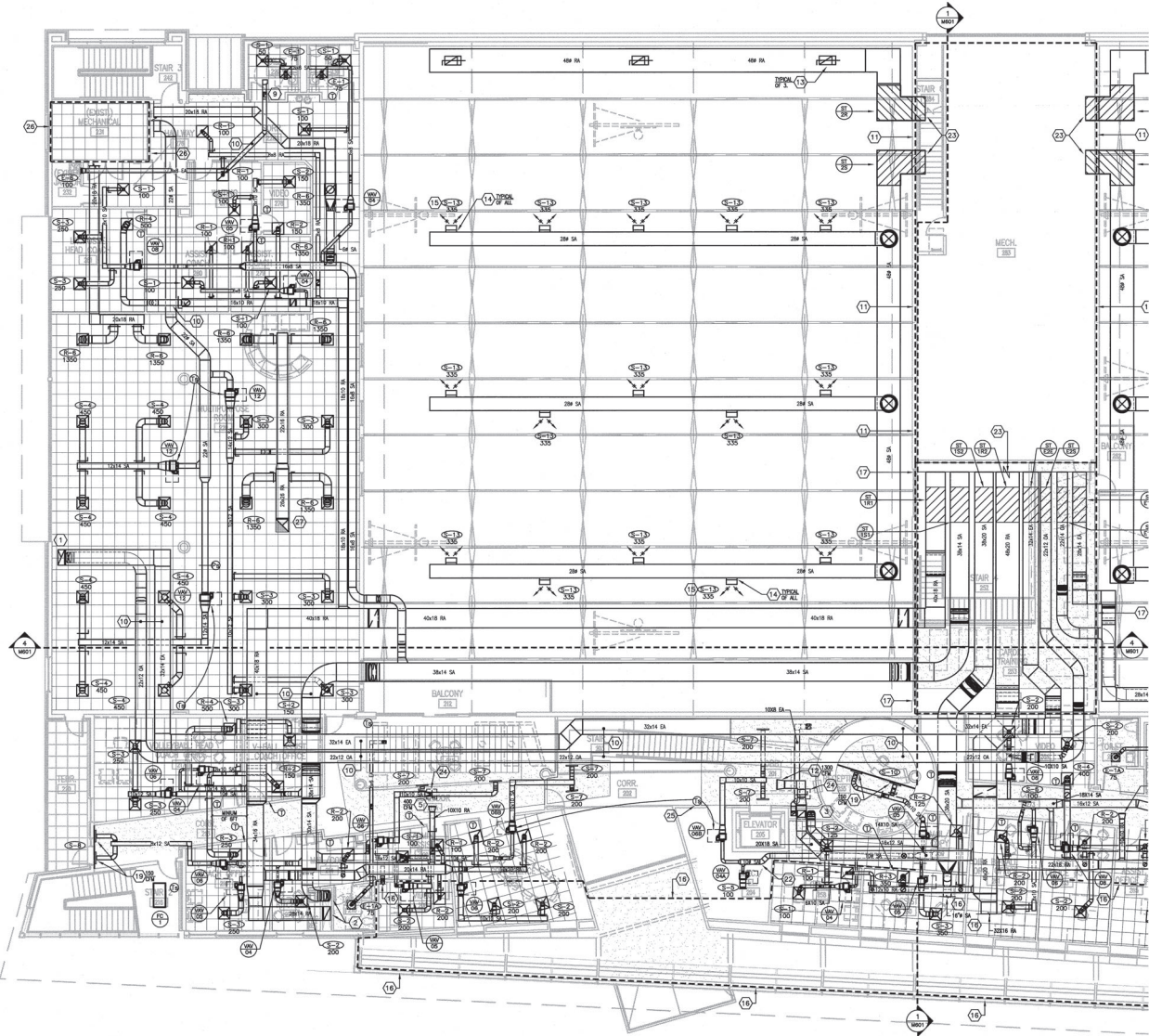
No.	Date	Description
1	03/27/08	20% REVIEW DOCUMENTS
2	04/16/08	CONSTRUCTION DOCUMENTS
3	10/31/08	BRANCH DUCT SCHEDULE REVISIONS
4	10/31/08	TERMINAL & BRANCH DUCT CHANGE
5	10/31/08	STAIR 2 HANG CHANGES
6	2/2/09	WALL/DOOR/ROOF CHANGE
7	2/2/09	WALL/DOOR/ROOF, SW, SUBSIDIARY

Drawing Title:
PARTIAL SECOND FLOOR PLAN AREA "A" HVAC

Job No: 11332.02
CAD File: LIAA04
Scale: AS SHOWN
Date: 4.19.06



M202A



- SEE NOTES: (X)
- 22012 OA AND 22014 OA ON TO FIRST FLOOR.
 - 22014 OA AND 22016 OA ON TO FIRST FLOOR.
 - 18012 BA, 18012 BA, AND 1008 OA ON TO FIRST FLOOR.
 - 22014 OA AND 22014 OA ON TO FIRST FLOOR.
 - TERMINAL LOCATED IN DUCT TO MATCH ON-PLAN.
 - BRANCH BALANCE DUCT TO CFM INDICATED ON PLAN.
 - REFER TO PARTIAL SECOND FLOOR PLAN AREA "X" - HANG FOR CONTRIBUTOR.
 - 10" Ø BRASS SA DUCT ON TO FIRST FLOOR.
 - 10" Ø BRASS SA DUCT UP THRU ROOF; REFER TO W402 FOR CONNECTION.
 - 8" Ø SA UP THRU ROOF; REFER TO W402 FOR CONNECTION.
 - ROUTE DUCTWORK TO STRUCTURAL.
 - REFER TO CHANGES MECHANICAL ROOM W402.
 - TERMINAL HERE IN DUCT TO 22018 BA OPERATIONAL BALANCE DUCT TO CFM INDICATED ON PLAN.
 - 22018 BA OPENING REFER TO CIM BA DETAIL ON W402.
 - PROVIDE FACTORY MANUFACTURED SPIRAL PIPE DUCT FOR 18" Ø BRASS SA; REFER TO CFM SA DETAIL ON W402.
 - REMOVE BRASS SA UP TO MECH; REFER TO CFM SA DETAIL ON W402.
 - REFER TO FIRST FLOOR PLAN FOR ADDITIONAL WORK.
 - REFER TO LOWER COURT PLAN FOR ADDITIONAL WORK.
 - TERMINAL 12012 BA DUCT TO 18014 BA OPERATIONAL BALANCE DUCT TO CFM INDICATED ON PLAN.
 - FUNCTION SUPPLIED PLUMBING BALANCE AS INDICATED.
 - DOCK SA IN TO FIRST FLOOR.
 - TEMPERATURE SENSORS FOR CABINET HEATER LOCATED UNDER ROOF FLOOR.
 - COORDINATE ROUTING OF DUCTWORK ON CONNECTIONS OF THIS FLOOR WITH DUCTWORK WITH ELECTRICAL CONNECTIONS IN THIS ROOM.
 - REFER TO WALL PENETRATION DETAIL.
 - DOCK SA IN TO FIRST FLOOR.
 - TEMPERATURE SENSORS TO CONTROL TWO WAY BOX; REFER TO CHANGES MECHANICAL ROOM ON W402.
 - 22018 BA DUCT UP THRU ROOF; REFER TO W402 FOR CONNECTION.

VAV RUN OUT SCHEDULE

TERMINAL BOX#	BRANCH DUCT SIZE
VAV-04	4"
VAV-05	5"
VAV-06	6"
VAV-08	10"
VAV-10	12"
VAV-12	14"
VAV-14	18"

BRANCH DUCT RUN OUT SCHEDULE

S-1, R-1, E-1	6"
S-2, S-6, S-7	8"
S-2, R-2, E-2	8"
S-3, R-3, E-3	10"
S-4, R-4, E-4	12"
S-5, R-5, E-5	14"

REFER TO SBL SCHEDULE FOR ALL OTHER SIZES.

PARTIAL SECOND FLOOR PLAN - AREA "A" HVAC
1/8" = 1'-0"

RECORD DRAWINGS
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DATE: 11.01.07



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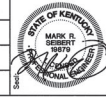
Cost Estimator:
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Drawing Issue:
CONSTRUCTION DOCUMENTS

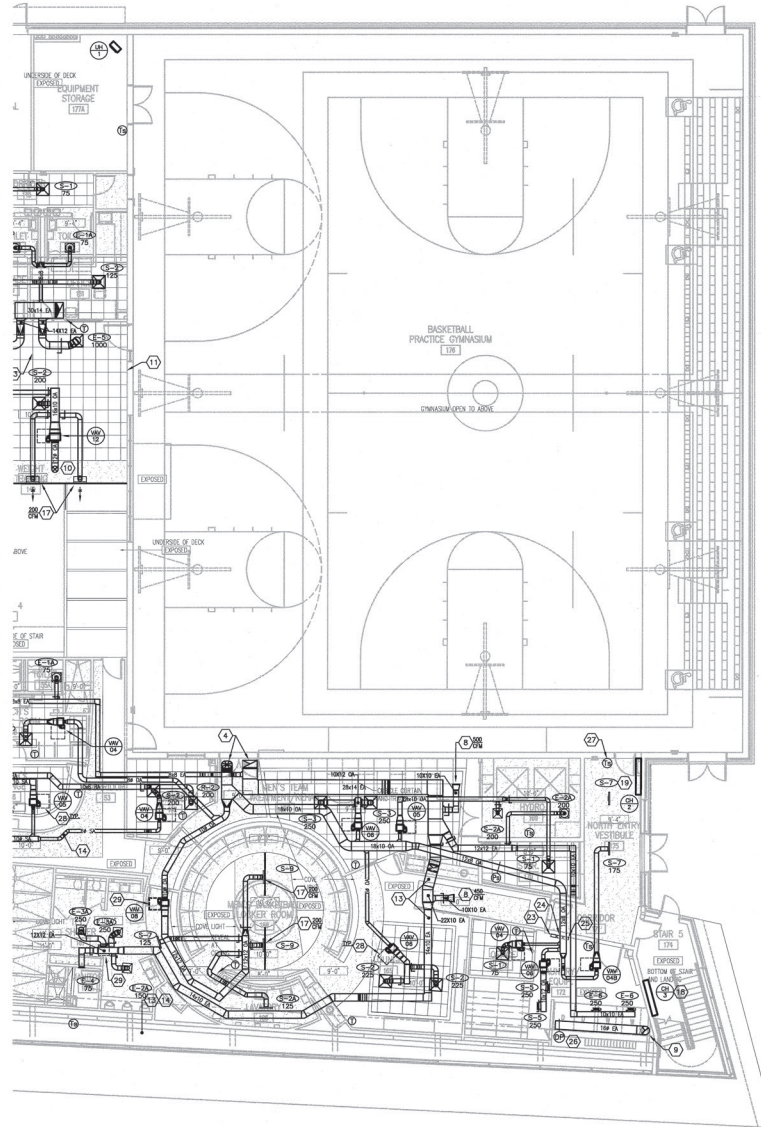
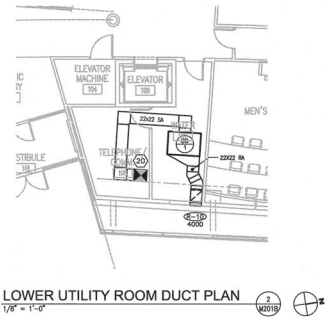
No.	Date	Description
1	03.27.06	2ND REVIEW DOCUMENTS
2	04.16.06	CONSTRUCTION DOCUMENTS
3	11.2.06	BRANCH DUCT SCHEDULE REVISIONS

Drawing Title:
PARTIAL FIRST FLOOR PLAN AREA "B" HVAC

Job No:
11332.02
CAD File:
UA004
Scale:
AS SHOWN
Date:
4.19.06



M201B



- 540 NOTES:
1. 22012 CA AND 22014 CA UP TO SECOND FLOOR.
 2. 22014 CA AND 22014 BA UP TO SECOND FLOOR.
 3. 18012 BA, 18012 BA, AND 1008 CA UP TO SECOND FLOOR.
 4. 22014 CA AND 22014 CA UP TO SECOND FLOOR.
 5. DUCTWORK TIGHT TO STRUCTURE.
 6. OPENS. BALANCE DUCT TO CM INDICATED ON PLAN.
 7. DUCTWORK TIGHT TO STRUCTURE.
 8. OPENS. BALANCE DUCT TO CM INDICATED ON PLAN.
 9. DUCTWORK TIGHT TO STRUCTURE.
 10. OPENS. BALANCE DUCT TO CM INDICATED ON PLAN.
 11. 10\"/>

VAV RUN OUT SCHEDULE

TERMINAL BOX#	BRANCH DUCT SIZE
VAV-04	4\"/>

BRANCH DUCT RUN OUT SCHEDULE

Run	Size
S-1, R-1, E-1	6\"/>

PARTIAL FIRST FLOOR PLAN - AREA "B" HVAC 1/8\"/>

RECORD DRAWINGS
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DATE: 11.01.07



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Drawing Issue:
CONSTRUCTION DOCUMENTS

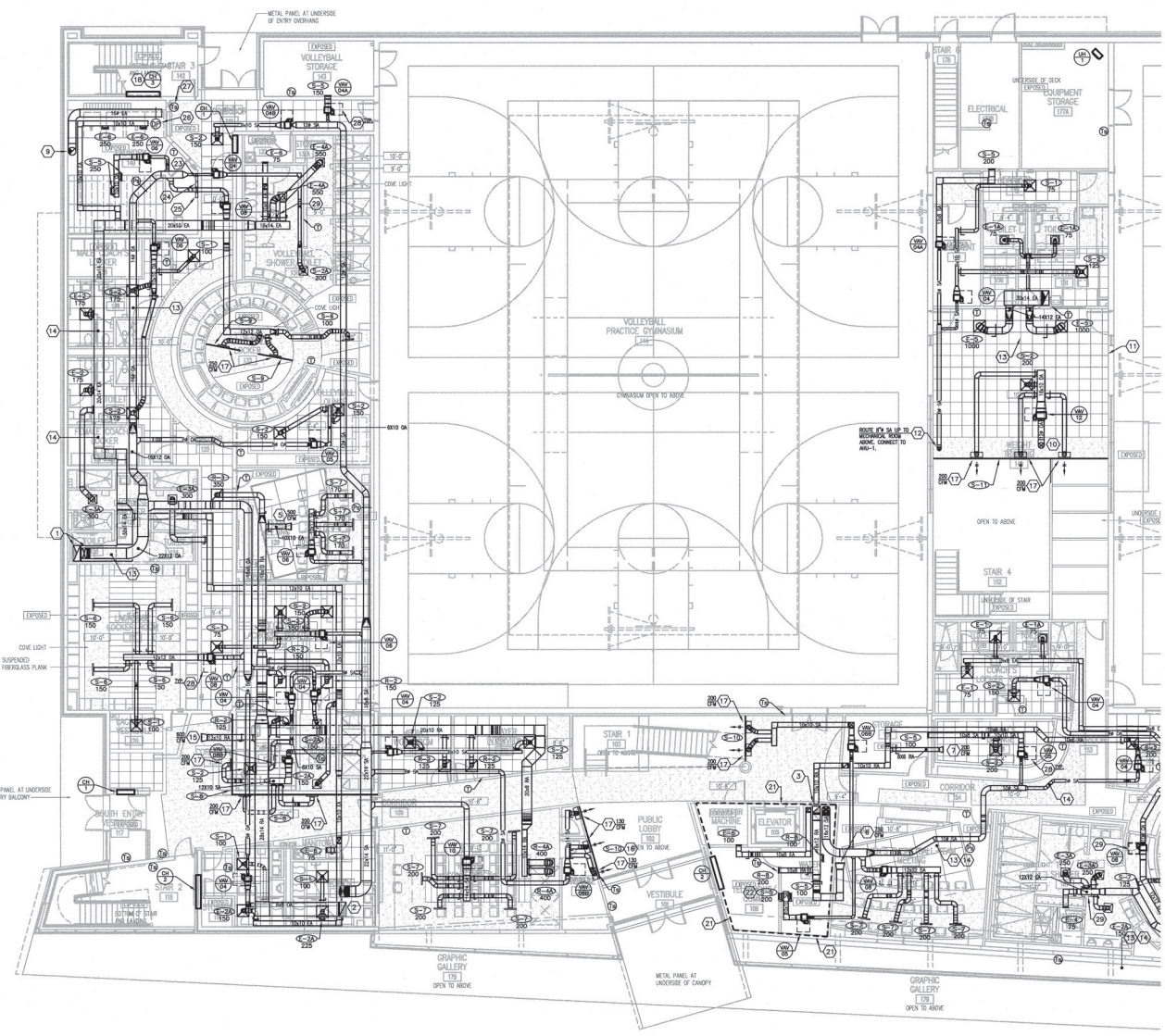
No.	Date	Description
1	03.19.06	7% PERCENT DOCUMENTS
2	04.19.06	CONSTRUCTION DOCUMENTS
3	05.31.06	BRANCH DUCT GENERAL MECHANICAL
4	06.19.06	MECHANICAL & ELECTRICAL SYSTEMS
5	11.01.06	ELECTRICAL ROOM MODIFICATION

Drawing Title:
PARTIAL FIRST FLOOR PLAN AREA "A" HVAC

Job No:
11332.02
CAD File:
LUA04
Scale:
AS SHOWN
Date:
4.19.06



M201A



- END NOTES:
1. 20X24 GA AND 20X14 GA UP TO SECOND FLOOR.
 2. 20X24 GA AND 20X14 GA UP TO SECOND FLOOR.
 3. 18X24 GA, 18X12 GA, AND 18X8 GA UP TO SECOND FLOOR.
 4. 20X24 GA AND 20X14 GA UP TO SECOND FLOOR.
 5. TRANSITION 18X24 GA DUCT TO 18X12 GA OPENING. BALANCE DUCT TO CM INDICATED ON PLAN.
 6. TRANSITION 14X10 GA DUCT TO 18X12 GA OPENING. BALANCE DUCT TO CM INDICATED ON PLAN.
 7. TRANSITION 18X12 GA DUCT TO 18X12 GA OPENING. BALANCE DUCT TO CM INDICATED ON PLAN.
 8. TRANSITION 18X12 GA DUCT TO 14X10 GA OPENING. BALANCE DUCT TO CM INDICATED ON PLAN.
 9. 18X8 GA DUCT UP TO SECOND FLOOR.
 10. 18X8 GA UP TO SECOND FLOOR.
 11. 20X14 GA UP TO SECOND FLOOR.
 12. 18X12 GA UP TO SECOND FLOOR.
 13. ROUTE DUCTWORK TO FIT STRUCTURE.
 14. MAKE DUCTWORK TO MATCH EXISTING. BALANCE DUCT TO CM INDICATED ON PLAN.
 15. TRANSITION 14X10 GA DUCT TO 18X12 GA OPENING. BALANCE DUCT TO CM INDICATED ON PLAN.
 16. MOUNT BOTTOM OF OPENING AT 9'-0". COORDINATE WITH ARCHITECT.
 17. FACTORY SUPPLIED PLenum BOX. BALANCE AS INDICATED.
 18. TEMPERATURE SENSOR MOUNTED ON 2ND FLOOR MECHANICAL ROOM. BALANCE DUCT. DO NOT CONNECT OUTDOOR.
 19. DUCT 24" UP TO SECOND FLOOR.
 20. REFER TO LOWER UTILITY ROOM DUCT PLAN FOR ADDITIONAL WORK.
 21. METAL GA SECONDARY OFFSPRING OF ABOVE A.F.F.
 22. WALL MOUNTED VAV FOR CONTROL OF 24" GA ON ROOF. REFER TO OTHER MECHANICAL SPECIFICATIONS.
 23. REFER TO MECHANICAL SPECIFICATIONS FOR OTHER MECHANICAL WORK.
 24. ROOM OF SENSOR REFER TO OTHER SPECIFICATIONS.
 25. ROOM OF SENSOR REFER TO OTHER MECHANICAL SPECIFICATIONS.
 26. SUPPLEMENTAL SENSOR TO CONTROL CABINET HEATER AND VAV SIZE.
 27. COORDINATE AND BE CLEAR OF ALL OBJECTS TO ACCESS DOOR.

VAV RIM OUT SCHEDULE

TERMINAL BOX#	BRANCH DUCT SIZE
VAV-04	4"ø
VAV-05	5"ø
VAV-06	6"ø
VAV-08	10"ø
VAV-10	12"ø
VAV-12	14"ø
VAV-14	16"ø

BRANCH DUCT RIM OUT SCHEDULE

S-1, R-1, E-1	6"ø
S-2, S-6, S-7	8"ø
S-4, S-8, S-10	8"ø
S-2, R-2, E-2	10"ø
S-3, R-3, E-3	10"ø
S-4, R-4, E-4	12"ø
S-5, R-5, E-5	14"ø

NOTE:
REFER TO RIM SCHEDULE FOR ALL OTHER SIZES.

PARTIAL FIRST FLOOR PLAN - AREA "A" HVAC
1/8" = 1'-0"

RECORD DRAWINGS
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DATE: 11.01.07

LOUVER SCHEDULE table with columns for GENERAL, SYMBOL, MANUF. & MODEL, SERVICE, DEPTH, CONSTRUCTION, CAPACITY, WALL OPENING SIZE, QUANTITY / SIZE, ACCESSORIES, FINISH/COLOR, BIRD SCREEN, DRAINABLE BLADE, REMARKS.

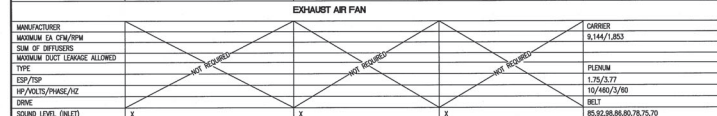
REMARKS: 1. COORDINATE LOUVER SIZE WITH WALL OPENING BEFORE ORDERING MATERIALS.

RELIEF HOODS

RELIEF HOODS table with columns for SYMBOL, MANUF. & MODEL, SERVICE, CFM/TSP, THROAT SIZE, THROAT SIZE, MAX HEIGHT.

- 1. PROVIDE WITH 12" HIGH ROOF CURB
2. PROVIDE WITH BIRD SCREENS
3. HOOD TO BE FACTORY PAINTED WITH BAKED PRIMER FINISH.

AIR HANDLING UNIT SCHEDULE table with columns for SYMBOL, AREA SERVED, TYPE OF SYSTEM, ECONOMIZER, CONFIGURATION, MANUFACTURER, MAXIMUM SA CFM/RPM, MIN. OUTSIDE AIR CFM, MAXIMUM DUCT LENGTH ALLOWED, TYPE, ESP/FILTER, HP/VOLTS/PHASE/AZ, DRIVE, DISCHARGE SOUND POWER LEVEL, INLET SOUND POWER LEVEL.



CHILLED WATER COIL

CHILLED WATER COIL table with columns for TOTAL COOLING CAP, SENSIBLE COOLING CAP, MAX. FACE VELOCITY, TOTAL CFM, MAX. AIR PRESSURE DROP, DWT/LWT, EAT, LAT, WATER FLOW RATE, MAX. WATER PRESSURE DROP.

HOT WATER COIL

HOT WATER COIL table with columns for TOTAL HEATING CAP, TOTAL CFM, MAX. AIR PRESSURE DROP, DWT/LWT, EAT, LAT, WATER FLOW RATE, MAX. WATER PRESSURE DROP.

ENERGY RECOVERY WHEEL



FILTER

FILTER table with columns for MANUFACTURER, MODEL/TYPE, EFFICIENCY/TEST METHOD, CFM/VELOCITY, SIZE, RESISTANCE, REMARKS.

- 1. EXHUST UNIT INCLUDING RETURN AIR FAN SHALL BE DOUBLE WALL CONSTRUCTION.
2. FANS INCLUDING SAFETY/EXHAUST/FIRE/EXPLOSION, MUST BE ACCORDINGLY RATED AND MOTOR SHEAVES AND BELTS AS REQUIRED.
3. SUPPLY SHAFTLESS STEEL W/ CONDENSATE DRAIN PAN.
4. PROVIDE STAINLESS STEEL CHILLED WATER COILS.
5. REFER TO THE DRAWINGS FOR CONNECTIONS.
6. PROVIDE FACTORY MOUNTED AIR DAMPERS IN AIR HANDLING UNITS.
7. PROVIDE AIR FLOW SENSORS ON THE SUPPLY AND EXHAUST AIR FANS.
8. ESP AND FILTER LOSSSES EQUAL THE EXTENSIVE STATIC PRESSURE VALUE REQUIRED PLUS 0.25" FOR FILTER LOSS.
9. PROVIDE HIGH EFFICIENCY SUPPLY AND RETURN AIR FAN MOTORS.
10. CHILLED WATER COILS SHALL HAVE MAXIMUM OF 8 ROW AND 12 FT.
11. MOUNTING BOX INLET AIR OPENING SHALL BE PROVIDED WITH TWO (2) INDEPENDENT DAMPERS.
12. CHILLED WATER COILS SHALL BE PROVIDED WITH TWO (2) INDEPENDENT DAMPERS.
13. MOUNTING BOX INLET AIR OPENING SHALL BE PROVIDED WITH TWO (2) INDEPENDENT DAMPERS.

RELIEF/EXHAUST FANS table with columns for SYMBOL, MANUF. & MODEL, TYPE, SERVICE, CFM/TSP, DRIVE/FAN RPM, FAN H.P. / SONES, SOUND POWER, E.L.E.C.T., REMARKS.

- 1. PROVIDE WITH ROOF CURB.
2. PROVIDE WITH FAN MOUNTED DISCONNECT.
3. PROVIDE WITH HIGH EFFICIENCY MOTOR.
4. PROVIDE EQUIPMENT RAILS FOR MOUNTING.
5. FAN IS USED FOR COMMERCIAL DRYER EXHAUST SYSTEM. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

RECORD DRAWINGS

THESE RECORD DOCUMENTS HAVE BEEN PREPARED, PRIMARILY ON THE BASIS OF THE INFORMATION, COMPLETED AND PROVIDED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THESE RECORDS WILL BE INCORPORATED INTO THIS DOCUMENT AS RESULT. DATE: 11.01.07

REGISTERS, GRILLES AND DIFFUSERS table with columns for SYMBOL, MANUF. & MODEL, MATERIAL & TYPE, CFM RANGE, OVERALL FACE SIZE, NECK SIZE, INLET DUCT SIZE, REMARKS.

- 1. CEILING T-BAR MOUNTED IN 24"x24" ALUMINUM PANEL, UNLESS DESIGNATED.
2. CEILING SURFACE MOUNTED.
3. SIDEWALL OR DUCT MOUNTED.
4. INLET TRANSITION BOX, ROUND TO RECTANGULAR.
5. COLOR SHALL BE WHITE.
6. CUSTOM COLOR SELECTED BY ARCHITECT.
7. PROVIDE WITH 10" SEEP INSULATED DISTRIBUTION PLenum.
8. DIFFUSER SHALL BE PROVIDED WITH A FRAME COAT TO BE FIELD PAINTED BY ARCHITECT.
9. GRILLE SHALL BE CEILING EDGE MOUNTED WITH CONCEALED FLANGES ON BOTH CEILING AND WALL.
10. GRILLE SHALL BE CEILING MOUNTED WITH CONCEALED FLANGES.
11. GRILLE SHALL BE SEE WALL MOUNTED WITH CONCEALED FLANGES.
12. PROVIDE WITH FACTORY SUPPLY BOOT PLenum.
13. PROVIDE WITH STANDARD "ICE TONG" PATTERN CONTROLS.
14. PROVIDE WITH FACTORY MANFOLD TAPS.
15. CEILING T-BAR MOUNTED.



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MEP Engineers: CMTA Engineers 10101 Uno Center Rd, Suite 300, Louisville, KY 40223

Landscape Architect: Vivian Liambi & Associates 2312 Park Avenue, Cincinnati, OH 45206

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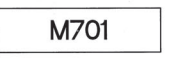
Cost Estimator: Robert Pass & Associates 745 West Main Street, Suite 220, Louisville, KY 40202

CONSTRUCTION DOCUMENTS

Table with columns for No., Date, Description. Row 1: 1, 03/27/08, 70% REVIEW DOCUMENTS. Row 2: 2, 04/08/08, CONSTRUCTION DOCUMENTS.

HVAC SCHEDULES

Table with columns for Job No., Date, Description. Row 1: 11320.00, 4/19/08, HVAC SCHEDULES.



M701

RECORD DRAWINGS
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 DATE: 11.01.07



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Drawing Issue:
CONSTRUCTION DOCUMENTS

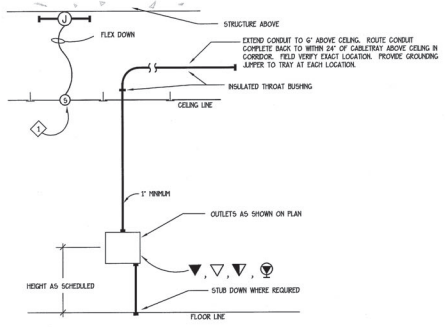
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2	04/19/06	CONSTRUCTION DOCUMENTS

Drawing Title:
ELECTRICAL DETAILS

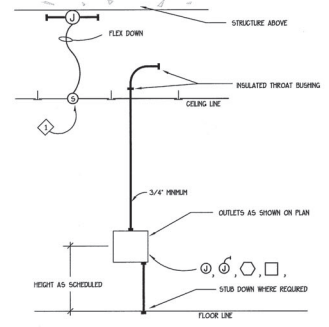
Job No:
 11332.02
 CAD File:
 UAA04
 Scale:
 AS SHOWN
 Date:
 4.19.06



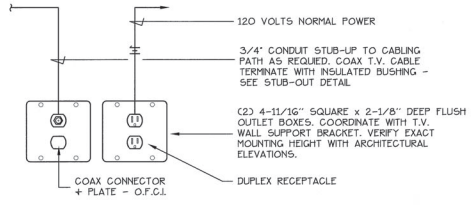
E401



ROUGHING-IN DETAIL FOR TELECOM STUB-OUTS
 NO SCALE



ROUGHING-IN DETAIL FOR STUB-OUTS
 NO SCALE



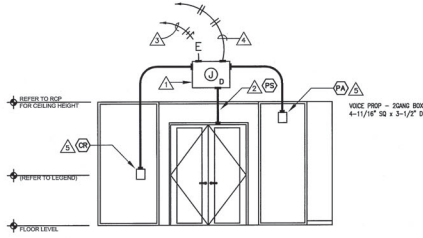
DETAIL OF TELEVISION OUTLET INSTALLATION
 TV NO SCALE

ACCESS CONTROL SYSTEM (GENERAL NOTES)

- PROVIDE ALL NECESSARY DEVICES, PANELS, CABLING AND CONNECTIONS AS REQUIRED FOR A COMPLETE AND FULLY-FUNCTIONING ACCESS CONTROL SYSTEM. PROVIDE ALL ELECTRONIC DOOR HARDWARE (TEAS AND ACCESSORIES). REFER TO DOOR HARDWARE SPECIFICATIONS SECTION 0870 FOR DOOR HARDWARE REQUIREMENTS PER DOOR AND FOR EQUIPMENT ITEMS AND CONNECTIONS.
- REFER TO DOOR HARDWARE SPECIFICATIONS SECTION 0870 FOR ADDITIONAL REQUIREMENTS. PROVIDE ALL CONNECTIONS AND FINAL TERMINATIONS OF CABLING THROUGH DOOR FRAME OR CONDUIT TO DOOR.
- PROVIDE ALL LOCAL PROGRAMMING AND TESTING TO THE SYSTEM IN TO EXISTING UNIVERSITY HEAD-END AT DEPARTMENT OF PUBLIC SAFETY. PROGRAMMING AT OPS TO BE PROVIDED BY OTHERS.
- COORDINATE ALL REQUIREMENTS AT SECURITY COORDINATION MEETING ON SITE WITH CMTA AND JIM BRITCHER (DPS) 852-7241 PRIOR TO ROUGH-IN.

ACCESS CONTROL SYSTEM (TAGGED NOTES)

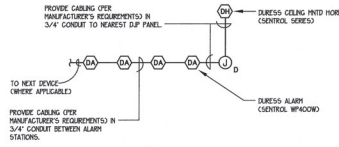
- DOOR ANJUNCTION PANEL. PROVIDE NEAR ENCLOSURE (SIZE PER MANUFACTURER) FOR CONTROL MODULES AT ALL DOORS CONTROLLED BY ACCESS CONTROL SYSTEM. REFER TO HARDWARE SECTION 0870 FOR LOADINGS.
- PROVIDE CONDUIT STUB-OUT FROM DUP TO DOOR FRAME AND ALL CABLING TO DOOR CONTROL DEVICES. REFER TO HARDWARE SECTION 0870 AND MATRIX BELOW FOR MODULES REQUIRED.
- ROUTE 120V EMERGENCY POWER TO ALL DUP PANELS. REFER TO FLOOR PLAN FOR COORDINATION OF CIRCUIT.
- ROUTE LOW VOLTAGE CONTROL CABLE (2) #14 AND 1 PWR 18 GAUGE TWISTED SHIELED TO NET CONTROLLER PANEL IN SECOND FLOOR ELECTRICAL ROOM. PROVIDE 2" BUNDLING AS REQUIRED TO SUPPORT CABLE.
- WHERE CARD READERS, EXIT BUTTON, PROX ALARMS ETC. ARE REQUIRED (WHETHER INDICATED ON FLOOR PLANS OR LISTED BY SPECIFICATIONS) PROVIDE STUB-OUT AND CABLING TO DUP PANELS. COORDINATE REQUIREMENTS WITH HARDWARE SECTION AND ACCESS CONTROL SPECIFICATIONS.



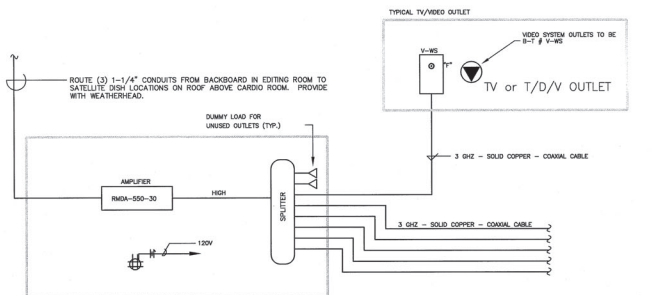
ACCESS CONTROL SYSTEM - ELEVATION
 NO SCALE

DURESS ALARM SYSTEM (GENERAL NOTES)

- PROVIDE ALL NECESSARY DEVICES, PANELS, CABLING AND CONNECTIONS AS REQUIRED FOR A COMPLETE AND FULLY-FUNCTIONING SYSTEM.
- PROVIDE ALL PROGRAMMING TO THE SYSTEM IN TO EXISTING UNIVERSITY HEAD-END AT DEPARTMENT OF PUBLIC SAFETY.
- COORDINATE ALL REQUIREMENTS AT SECURITY COORDINATION MEETING ON SITE WITH CMTA AND JIM BRITCHER (DPS) 852-7241 PRIOR TO ROUGH-IN.

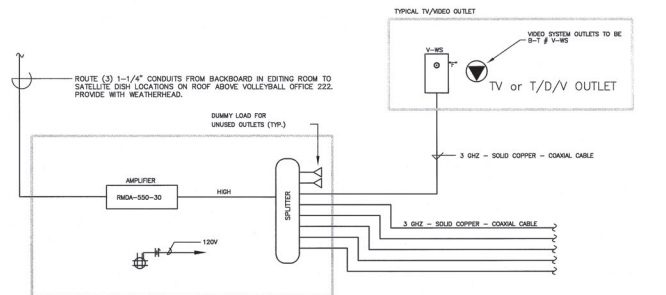


DURESS ALARM SYSTEM - RISER



- GENERAL TELECOMMUNICATION INTERCONNECTION NOTES**
- CONTRACTOR SHALL ATTEND ON SITE COORDINATION MEETING WITH UNIVERSITY SATELLITE VENDOR AND ENGINEER PRIOR TO INSTALLATION.
 - PROVIDE INDEPENDANT SYSTEM FOR BASKETBALL AND VOLLEYBALL.

BASKETBALL VIDEO SYSTEM SCHEMATIC DIAGRAM - ICATV RISER/1
 No Scale



- GENERAL TELECOMMUNICATION INTERCONNECTION NOTES**
- CONTRACTOR SHALL ATTEND ON SITE COORDINATION MEETING WITH UNIVERSITY SATELLITE VENDOR AND ENGINEER PRIOR TO INSTALLATION.
 - PROVIDE INDEPENDANT SYSTEM FOR BASKETBALL AND VOLLEYBALL.

VOLLEYBALL VIDEO SYSTEM SCHEMATIC DIAGRAM - ICATV RISER/1
 No Scale



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Drawing Issue:
CONSTRUCTION DOCUMENTS

Table with 3 columns: No., Date, Description. Row 1: 1, 04-19-09, CONSTRUCTION DOCUMENTS.

Drawing Title:
ELECTRICAL LEGEND

Job No: 11332.02
CAD File: UAO4
Scale: AS SHOWN
Date: 4.19.08

E101

GENERAL NOTES (APPLICABLE TO ALL WORK AND DOCUMENTS):

- 1. EACH CONTRACTOR, PROVIDER, SUPPLIER AND/OR MANUFACTURER SHALL REFER TO ALL DOCUMENTS PERTAINING TO THIS PROJECT AND COMPLY WITH SPECIFICATIONS, PORTER VOLTAGE AND CURRENT...
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS...
4. ALL ELECTRICAL COMPONENTS OR EQUIPMENT SHALL BE LABELED BY THE MANUFACTURER'S LABORATORIES OR OTHER APPROVED LISTING AGENCY...

BACKBOX SCHEDULE table with columns: INDICATING NO., SIZE, BACKBOX SCHEDULE, ITEM, DEVICE MODEL #, BACKBOX COVER, MOUNTING HEIGHT, DRAWING SYMBOL.

SYSTEM LIGHTING table with columns: ITEM, SCHEDULE, MOUNTING HEIGHT, DRAWING SYMBOL. Includes sections for SHADING INDICATES, POWER OUTLETS, MISC., and SYSTEM LIGHTING.

SYSTEM ABBREVIATIONS table with columns: SYSTEM ABBREVIATIONS, ITEM, DEVICE MODEL #, BACKBOX COVER, MOUNTING HEIGHT, DRAWING SYMBOL. Includes sections for FLOOR OUTLETS, SURFACE WEINAY, ACCESS CONTROL SYSTEM, SPECIALTY SOUND SYSTEM, DURESS ALARM SYSTEM, and SYSTEM INSTALLATION MATRIX.

RECORD DRAWINGS HAVE BEEN PREPARED, PRIMARILY ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS RESULT.

DATE: 11.01.07

ELECTRICAL LEGEND



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Drawing Issue:
CONSTRUCTION DOCUMENTS

No.	Date	Description
1	04/19/08	PRELIMINARY DOCUMENTS
2	04/19/08	CONSTRUCTION DOCUMENTS

Drawing Title:
PARTIAL SECOND FLOOR PLAN AREA "A" POWER/SYSTEMS

Job No: 11332.02
CAD File: UA04
Scale: AS SHOWN
Date: 4.19.08



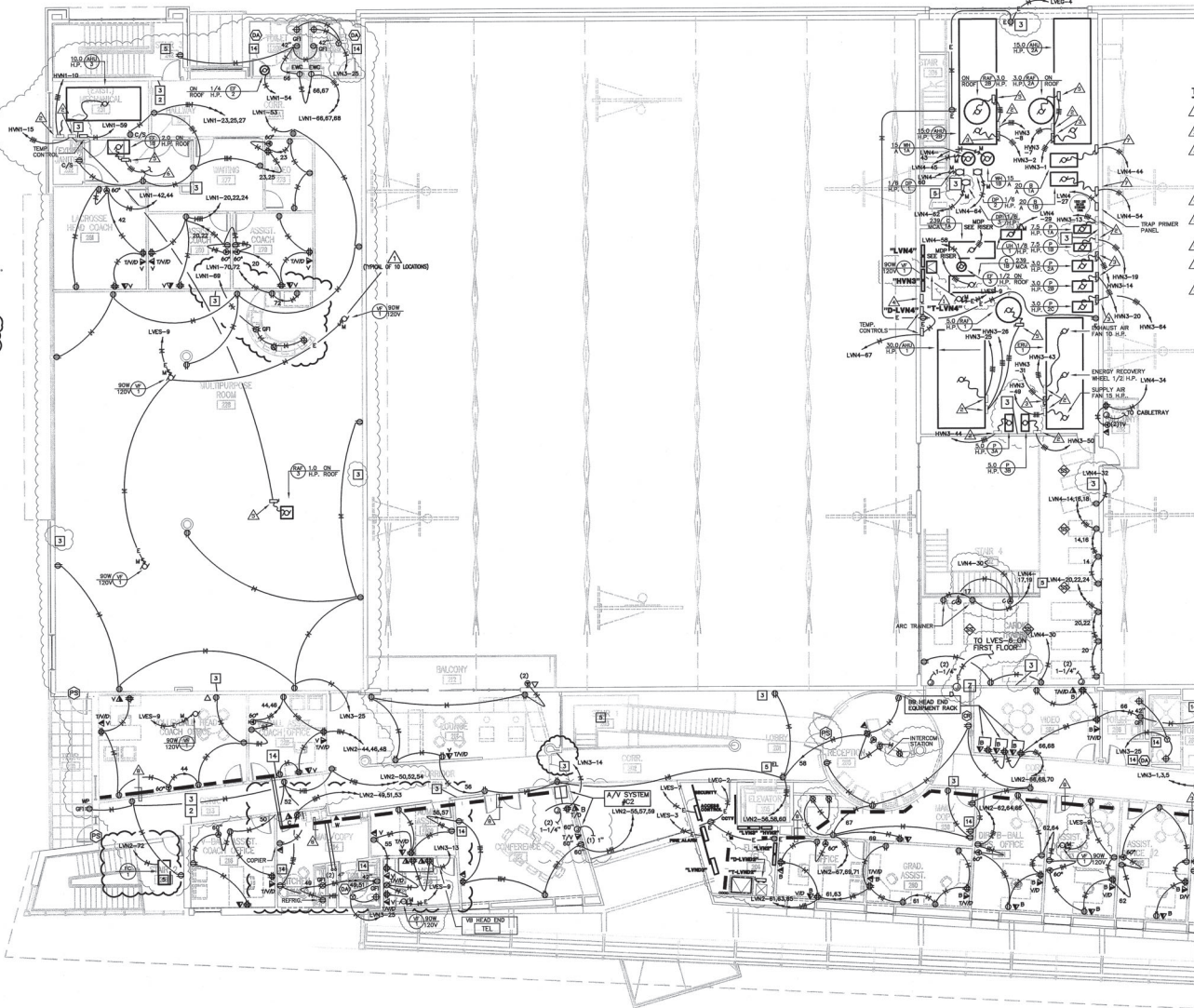
RECORD DRAWINGS

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DATE: 11.01.07

GENERAL NEW WORK NOTES (POWER/SYSTEMS)

- THIN SOLID LINES INDICATE EXISTING ITEMS TO REMAIN (L.O.A.) AND THICK SOLID LINES INDICATE NEW WORK.
- REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL CEILING MOUNTED DEVICES, ETC. REFER ALSO TO THE ARCHITECT'S CASWORK DETAILS AND ROOM ELEVATIONS FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF DEVICES, ETC.
- ALL NEW WIRING SHALL BE #12 WITH A #12 INSULATED GROUND WIRE (I.O.N.). CONDUIT SHALL BE 1/2" MINIMUM.
- CONTRACTOR SHALL FOLLOW CIRCUITING LAY-OUT WITH THREE (3) BRANCH CIRCUITS-MAXIMUM, PER HOMERUN, AS INDICATED ON EVERY FLOOR PLAN OR SHALL ADD ONE NEUTRAL CONDUCTOR FOR EVERY ADDITIONAL THREE (3) PHASE CONDUCTORS. DERATE ALL PHASE CONDUCTORS PER N.E.C. SECTION 914 UNDER "NOTES TO AMPLIFY TABLES." #10-ANE UPSIZE CONDUIT AS/IF REQUIRED PER N.E.C. APPENDIX B - TABLE B(1).
- IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR EACH EMERGENCY POWER RECEPTACLE, SWITCH, ETC. IN AREA OF CONSTRUCTION. IN ADDITION, IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN CRITICAL CARE PATIENT ROOMS PER N.E.C. 917-176 (NOTE: IDENTIFY NORMAL AND EMERGENCY POWER DEVICES IN CRITICAL CARE PATIENT ROOMS). EMERGENCY POWER DEVICES RECEPTACLES FOR IDENTIFICATION.
- PROVIDE PULL STRINGS IN ALL NEW CONDUIT RUNS FOR SYSTEM CABLEING INSTALLATION.
- REFER TO "SYSTEM INSTALLATION MATRIX" (ON SYSTEMS LEGEND SHEET) AND SPECIFICATIONS FOR CONTRACTOR REQUIREMENTS ON EACH SYSTEM.
- THE CONTRACTOR SHALL ROUTE ALL "SYSTEM CONDUIT STUB-UPS" TO THE NEAREST CORRIDOR CEILING SPACE (SEE "STUB-UP" DETAILS). IN ADDITION, THE CONTRACTOR SHALL GROUP ALL "LOOSE" SYSTEM CABLEING TOGETHER. REFER TO "BUNDLE RING INSTALLATION DETAIL FOR REQUIREMENTS."
- REFER TO ACCESS CONTROL DRAWINGS FOR ALL WORK TO ACCESS CONTROL SYSTEM.



TAGGED NOTES:

- △ TRANSFORMER TO BE SUPPLIED FROM STRUCTURE. REFER TO SUSPENDED TRANSFORMER DETAIL FOR FURTHER REQUIREMENTS.
- △ VFD PROVIDED BY MECHANICAL CONTRACTOR. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL CONTRACTOR.
- △ PROVIDE 30A/100V/2P COMBINATION STARTER / DISCONNECT SWITCH IN A NEMA-1 ENCLOSURE WITH DISCONNECT SWITCH FUSED AT EQUIPMENT NAMEPLATE RATING. PROVIDE A PULL WIRING, NON-REVERSING STARTER. PROVIDE STARTER WITH LOW VOLTAGE PROTECTION, SOLID STATE OVERLOAD, INDIVIDUAL CONTROL, TRANSFORMER (480V-200A), V.I.C.A. SELECTOR SWITCH, AND RED & GREEN PUFY LEADS. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL CONTRACTOR.
- △ PROVIDE PRIMARY SERVICE DISCONNECT "D-LINK" AS INDICATED. REFER TO RISER FOR FURTHER REQUIREMENTS.
- △ PROVIDE 30A/100V/2P FUSIBLE DISCONNECT SWITCH IN NEMA-3R ENCLOSURE FUSED AT EQUIPMENT NAMEPLATE RATING. PROVIDE UNFUSED AS REQUIRED FOR MOUNTING ON ROOF. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.
- △ ROUTE CONDUIT TO VFD CONTROL LOCATED ON THE FIRST FLOOR. REFER TO FIRST FLOOR PLAN FOR LOCATION. VERIFY BEST ROUTING PRIOR TO RUSH-RL.
- △ PROVIDE 30A/250V/2P FUSIBLE DISCONNECT SWITCH IN NEMA-1 ENCLOSURE FUSED AT EQUIPMENT NAMEPLATE RATING. PROVIDE UNFUSED AS REQUIRED FOR MOUNTING. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.
- △ ROUTING OF NEW CABLE TRAY AND CONDUIT PATH ABOVE CEILING AS INDICATED. ROUTE TRAY 4" ABOVE ACCESSIBLE CEILING AND CONDUIT 10" TO STRUCTURE, WHERE EXPOSED OR OVERHEAD CEILING OCCURS. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS. REFER TO CABLE TRAY DETAIL FOR FURTHER REQUIREMENTS.

PARTIAL SECOND FLOOR PLAN - AREA "A" POWER/SYSTEMS
1/8" = 1'-0"



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Drawing Issue:
CONSTRUCTION DOCUMENTS

No.	Date	Description
1	03/27/08	75% REVIEW DOCUMENTS
2	04/08/08	CONSTRUCTION DOCUMENTS

Drawing Title:
PARTIAL FIRST FLOOR PLAN AREA "A" POWER/SYSTEMS

Job No:
11332.02
CAD File:
LUAD4
Scale:
AS SHOWN
Date:
4.19.08



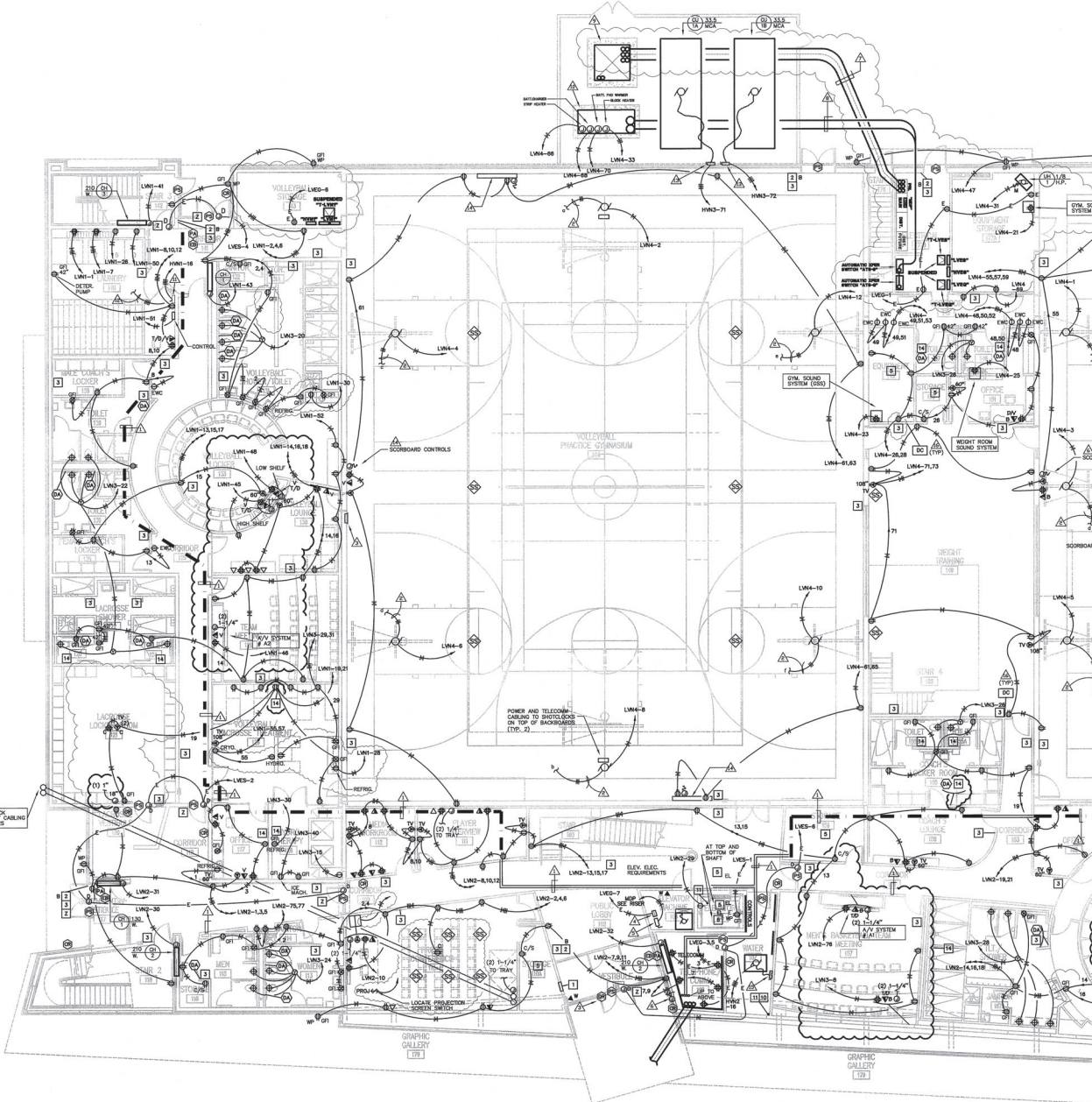
E301A

GENERAL NEW WORK NOTES (POWER/SYSTEMS)

- THIN SOLID LINES INDICATE EXISTING ITEMS TO REMAIN (0.0.A.) AND THICK SOLID LINES INDICATE NEW WORK.
- REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL CEILING MOUNTED DEVICES ETC. REFER ALSO TO THE ARCHITECT'S CASEWORK DETAILS AND ROOM ELEVATIONS FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF DEVICES, ETC.
- ALL NEW WIRING SHALL BE #12 WITH A #12 INSULATED GROUND WIRE (EACH). CONDUIT SHALL BE 1/2" MINIMUM.
- CONTRACTOR SHALL FOLLOW CIRCUITING LAY-OUT WITH THREE (3) BRANCH CIRCUITS-MAXIMUM PER HOMERUN, AS INDICATED ON THE FLOOR PLANS OR SHALL ADD ONE NEUTRAL CONDUCTOR FOR EVERY ADDITIONAL THREE (3) PHASE CONDUCTORS. SERVE ALL PHASE CONDUCTORS PER N.E.C. SECTION #310 UNLESS NOTES TO AMBIGUITY TABLES # (c) AND UPSIZE CONDUIT AS/IF REQUIRED PER N.E.C. APPENDIX B - TABLE B(1).
- IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR EACH EMERGENCY POWER RECEPTACLE SWITCH, ETC. IN AREA OF CONSTRUCTION. IN ADDITION, IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN CRITICAL CARE PATIENT ROOMS PER N.E.C. #517-1(b). (NOTE: IDENTIFY NORMAL AND EMERGENCY POWER DEVICES IN CRITICAL CARE PATIENT ROOMS). ENGINEER DEVICE COVERPLATES FOR IDENTIFICATION.
- PROVIDE PULL STRINGS IN ALL NEW CONDUIT RUNS FOR SYSTEM CABLING INSTALLATION.
- REFER TO "SYSTEM INSTALLATION MATRIX" (ON SYSTEMS LEGEND SHEET) AND SPECIFICATIONS FOR CONTRACTOR REQUIREMENTS ON EACH SYSTEM.
- THE CONTRACTOR SHALL ROUTE ALL "SYSTEM CONDUIT SUB-UPS" TO THE NEAREST CORRIDOR CEILING SPACE (SEE "SUB-UPS" DETAILS). IN ADDITION, THE CONTRACTOR SHALL GROUP ALL "LOOSE" SYSTEM CABLING TOGETHER - REFER TO "BRIDLE RING INSTALLATION DETAILS" FOR REQUIREMENTS.
- REFER TO ACCESS CONTROL DRAWINGS FOR ALL WORK TO ACCESS CONTROL SYSTEM.

TAGGED NOTES

- ▲ ROUTE OF NEW 12"x4" x 4" CABLE TRAY AND CONDUIT PATH ABOVE CEILING AS INDICATED. ROUTE TRAY 6" ABOVE ACCESSIBLE CEILING AND CONDUIT, TIGHT TO STRUCTURE, WHERE EXPOSED ON CEILING. CEILING JOISTS (2) 4" CONDUITS WERE EXPOSED. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS. REFER TO CABLE TRAY DETAIL FOR FURTHER REQUIREMENTS.
- ▲ ROUTE DIGESTERIAL COAL MOTOR CONTROL WIRING THROUGH VOLLEYBALL GYMNASIUM MOTOR CONTROL PANEL. REFER TO DETAIL FOR FURTHER REQUIREMENTS. LOCATION OF VOLLEYBALL GYMNASIUM MOTOR CONTROL PANEL.
- ▲ PROVIDE 20A/120V/1P INDIVIDUALLY MOUNTED CIRCUIT BREAKER IN NEMA-1 ENCLOSURE FOR ELEVATOR CAB LIGHTS. PROVIDE WITH FULL SIZE NEUTRAL AND GROUND BAR.
- ▲ PROVIDE 100A/200V/3P DISCONNECT SWITCH IN NEMA-1 ENCLOSURE FOR CONNECTION TO ELEVATOR MOTOR AS INDICATED. COORDINATE EXACT MOUNTING LOCATION AND CONNECTION REQUIREMENTS WITH ELEVATOR CONTRACTOR PRIOR TO FIELD-INSTALL. FUSE PER MANUFACTURER RECOMMENDATIONS. REFER TO RISER FOR FURTHER REQUIREMENTS.
- ▲ PROVIDE CONNECTION FOR COOR INTERIOR TO RECEPTIONAL RECEPTION DESK AS REQUIRED. PROVIDE VIDEO AERPHONE OR EQUAL 2-WAY INTERCOM SYSTEM WITH COOR INTERCOM AT ENTRANCE AND RECEPTION DESK AS RECEPTION DESK.
- ▲ NEW UNDERGROUND SERVICE ECONOMIZER, CONCRETE ENCASED PER DETAIL FROM NEW SERVICE TRANSFORMER TO SWITCHBOARD "MSPT". REFER TO POWER RISER FOR SOME, ETC.
- ▲ NEW UNDERGROUND EMERGENCY POWER GENERATOR FEED, CONCRETE ENCASED PER DETAIL FROM GENERATOR TO AUTOMATIC TRANSFER SWITCHES. REFER TO POWER RISER FOR SOME, ETC.
- ▲ SITE UTILITY TRANSFORMER. REFER TO POWER RISER FOR FURTHER DETAILS. PROVIDE CONCRETE BASE PER DETAIL AND SPECIFICATIONS.
- ▲ NEW EMERGENCY POWER GENSET WITH CONCRETE BASE. REFER TO RISER AND SPECIFICATIONS FOR FURTHER REQUIREMENTS.
- ▲ VES RISER 01-18 PROVIDED BY MECHANICAL CONTRACTOR. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.
- ▲ ROUTE CIRCUIT TO 01-18 LOCATED ON ROOF. REFER TO SECOND FLOOR PLAN FOR LOCATION.
- ▲ PROVIDE 60/100V/3P FUSIBLE DISCONNECT SWITCH IN NEMA-1 ENCLOSURE FUSED AT EQUIPMENT MANIPULATE BATING. PROVIDE UNFUSED AS REQUIRED FOR MOUNTING. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
- ▲ PROVIDE (2) SCHEMBOARDS WITH CONTROL JACKS BELOW AND ONE CONTROL JACK ON CENTER OF WALL AS INDICATED. SCHEMBOARDS SHALL BE MOUNTED AT 18" AFF. TO BOTTOM AND (3) WIRE COVERS JACKS SHALL BE MOUNTED AT 18" AFF. REFER TO SCHEMBOARDS SECTION 114B.
- ▲ PROVIDE 30A/120V/3P COMBINATION STARTER / DISCONNECT SWITCH IN A NEMA-1 ENCLOSURE WITH DISCONNECT SWITCH FUSED AT EQUIPMENT MANIPULATE BATING. PROVIDE A FULL VOLTAGE, NON-REVERSING STARTER. PROVIDE STARTER WITH LOW VOLTAGE PROTECTION, SOLID STATE OVERLOADS, INDIVIDUAL CONTROL TRANSFORMER (400V/120V), HALL RELAY SWITCH AND RED & GREEN PULS LIGHTS. COORDINATE EXACT MOUNTING LOCATION WITH MECHANICAL CONTRACTOR.
- ▲ DIGITAL CLOCKS SHALL INCLUDE HOURS, MINUTES AND SECONDS ON DISPLAY.



PARTIAL FIRST FLOOR PLAN - AREA "A" POWER/SYSTEMS 1/2" = 1'-0"

RECORD DRAWINGS
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CONSTRUCTION DOCUMENTS

Table with columns: No., Date, Description. Includes entries for 03/16/08 and 04/16/08.

ELECTRICAL AND DETAILS

Job No: 11332.02
CAD File: LIA04
Scale: AS SHOWN
Date: 4.19.08



RECORD DRAWINGS
DATE: 11.01.07

PANELBOARD AND WIRING SCHEDULE - (Double Tub, Double Trim) LVNS. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD AND WIRING SCHEDULE LVBC. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD AND WIRING SCHEDULE LVES. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD AND WIRING SCHEDULE - (Double Tub, Double Trim) LVNS. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD AND WIRING SCHEDULE - (Double Tub, Double Trim) LVNI. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD AND WIRING SCHEDULE LVN2. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

PANELBOARD SCHEDULE NOTES. Includes notes on power riser sizes, circuit breakers, and panel naming. Includes a diagram showing a typical power panel nameplate with labels for 1/2" and 1/4" high letters, panel low, and bus-totals.

PANELBOARD AND WIRING SCHEDULE (Double Tub, Double Trim) LVN3. Table with columns for panel location, conductor size, voltage, phase, wire size, manufacturer, square D, type, and notes. Includes sub-totals for bus-totals and gross-totals.

LIGHT FIXTURE SCHEDULE :

TYPE	DESCRIPTION	MODEL	LAMPS	REMARKS	VOLTAGE
A	2'x4' UN-GR. FLUORESCENT TRITZER WITH 1/2" THICK FRAMING ACROLIC LENS AND EXTENDED RECESSED ALUMINUM GRID FRAME	LITHONIA 25P833A12.125	(3) F32TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
AG	2'x4' UN-GR. RECESSED ROCKET WITH CENTER LAMP SHIELD WITH PREFERRED BRN AND WHITE ACROLIC OVERLAY	LITHONIA 24V8 CF40 HGR WILLIAMS EQUAL	(3) F32TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
B2	RECESSED 2' DIA FLUORESCENT FIXTURE WITH DE FORMED STEEL HOUSING, RECESSED CONICAL ACROLIC DIFFUSER, AND TRANSFORMER FOR INTERNAL MOUNTING	FOCAL POINT PSK 33 D 4 TB S 277 U CR WH	(1) F28TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
B1	4'x4' RECESSED ROCKET WITH DE FORM BRN HOUSING, FORWARD LAMP SHIELD, WHITE ACROLIC OVERLAY, AND COB ACTUATED SHIELD EXTENSION MOUNTING FOR REARWALL ACCESS	FOCAL POINT PSK 44 B 4 TSHD S 277 PS WH	(4) TSHD 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE \$143.00 ALLOWANCE PER FIXTURE.	277V
B3	4'x4' RECESSED ROCKET/FIXTURE FRAME WITH POLYCARBONATE FRONT/REAR PANELS, PERFORMED DIFFUSER, MOUNTING BRACKET, SUPPLIER AND INTERNAL BALLAST	SYSTEMUX 1.300 277 12W	(1) R 1R 208 12W	INTERNAL PROGRAM DRIFT ELECTRONIC BALLAST. PROVIDE \$143.00 ALLOWANCE PER FIXTURE.	277V
C	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR LAMP SPECIAR REFLECTOR, ANODIZED STEEL HOUSING FRAME, AND LOCKABLE MOUNTING BRG	LITHONIA AF 1/32TRT GAR	(1) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
C1	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR LAMP SPECIAR REFLECTOR, ANODIZED STEEL HOUSING FRAME, AND LOCKABLE MOUNTING BRG	LITHONIA PF 2/32TRT BR RED MOUNT	(2) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE \$283.00 ALLOWANCE PER FIXTURE.	277V
CE	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, TAPERED GLASS LENS, AND WIRE ALUMINUM TRG	LITHONIA LGF 1/32TRT BRW T73 277	(1) F32TRT SP41 82CR	PROVIDE WITH O/C STARTING BALLASTS	277V
CE2	COMPACT FLUORESCENT LENSES DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, TAPERED GLASS LENS, AND WIRE ALUMINUM TRG	LITHONIA LGF 2/32TRT BRW T73 277	(2) F32TRT SP41 82CR	PROVIDE WITH O/C STARTING BALLASTS	277V
C2	ROUND COMPACT FLUORESCENT WITH WHITE COVER CLEAR SPECIAR INNER REFLECTOR AND RED SPRAY DIFFUSER	LITHONIA POF 2/32TRT 8 RED MAT 1 S 82 120	(2) F32TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE \$912.00 ALLOWANCE PER FIXTURE.	277V
C3	SAME AS "C1" BUT DOUBLE	LITHONIA POF 2/32TRT BR RED MOUNT	(2) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE \$180.00 ALLOWANCE PER FIXTURE.	277V
C4	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, TAPERED GLASS LENS, AND WIRE ALUMINUM TRG	LITHONIA LGF 1/32TRT BRW T73	(1) F32TRT SP41 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
CP	ROUND COMPACT FLUORESCENT WITH CLEAR SPECIAR REFLECTOR AND 5 DEGREE WING STRAIGHT BRG	LITHONIA CF11 32TRT BR 277 O/S 2X	(1) F32TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
CR	ADJUSTABLE EXTERIOR WALL BRACKET WITH EXTENDED ALUMINUM HOUSING, SPECIAR REFLECTOR, AND TAPERED GLASS LENS	WFL2 175M FT 277	(2) F32R SP41	ARMOR AS DIRECTED BY ENGINEER TO HUMANISE NEIGHBORHOOD COURTYARD	277V
D1	2 LAMP LINEAR FLUORESCENT STAGGERED STRIP WITH DE FORMED STEEL HOUSING	LITHONIA SS 232 (2) F32TR/41 (2) F32TR/41	(2) F32TR/41 (2) F32TR/41	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE \$120.00 ALLOWANCE PER FOOT OF FIXTURE.	277V
D2	RECESSED FLUORESCENT STRIP WITH ACROLIC DIFFUSER, CONICAL STEEL END CAPS, AND CONICAL ACROLIC REFLECTIVE TPE	PARADIGM W02 F8 2 54 FT KB	(1) F32 TR 41K (1) F28 TR 41K	FIXTURE WITH DROP HOOP FRAME USING LENSING HOUSING TO RED BURNER SHIELD STALLS MOUNTED ON OLD ANODE SUFF	277V
D	RECESSED FLUORESCENT STRIP WITH ACROLIC DIFFUSER, CONICAL STEEL END CAPS, AND CONICAL ACROLIC REFLECTIVE TPE	LITHONIA ELSA 232 HC WG	(2) F32TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
F	ADJUSTABLE LOW VOLTAGE DOWNLIGHT WITH MICRO CONICAL STEEL TRG, INTERNAL TRANSFORMER AND MOUNTING BRG	INTENSE LIGHTING W3 E 27 W/30 ST	(1) SOWATT MR-16 FL	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
G	NARROW ARCHITECTIC CON LIGHT WITH DE FORMED STEEL HOUSING	ELP 117 TB CLM	(1) F17 TB 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
H	PERIMETER FLUORESCENT FIXTURE WITH DE FORMED STEEL HOUSING, CLEAR ACROLIC DIFFUSER, TAPERED GLASS LENS, AND WIRE ALUMINUM TRG	LEDICORP 20 1 4 CW BR 277	(1) F28 TR 41K 82CR (1) F28 TR 41K 82CR (1) F17 TR 41K 82CR	LENING AS REQUIRED FOR CONTINUOUS BRG AS INDICATED ON DRAWING. PROVIDE \$120.00 ALLOWANCE PER FOOT OF FIXTURE. PROVIDE \$120.00 ALLOWANCE PER FOOT OF FIXTURE. PROVIDE \$120.00 ALLOWANCE PER FOOT OF FIXTURE.	277V
J1	RECESSED LINEAR FLUORESCENT WITH CONICAL PARABOLIC LENSER AND 20 DEGREE HOUSING	FOCAL POINT FAVE PL 1TSHD IC 277	(1) T5 FS4 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
J2	ROUND LINEAR FLUORESCENT WITH EXTENDED ALUMINUM HOUSING, MOUNTING BRACKET, AND PARABOLIC LENSER	FOCAL POINT FAVCS PL 1TSHD IC	(1) TSHD FS4 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
K1	COMPACT FLUORESCENT ADJUSTABLE SURFACE FIXTURE WITH BRG LENSER, MOUNTING YOK, AND EXTENDED ALUMINUM HOUSING	ELLP1PAR F 126 F X2 S2 O E 2 2	(2) F50 BX	DIMING BALLAST ADVANCE MARK X	277V
K2	2'x2' RECESSED TRIANGULAR DISTRIBUTION FIXTURE WITH CONFORM SPECIAR ALUMINUM AND WHITE MAT REFLECTOR	ELP 2550VBT TO MARK X	(2) F50 BX 41K 82CR	DIMING BALLAST ADVANCE MARK X. PROVIDE \$848.75 ALLOWANCE PER FIXTURE.	277V

LIGHT FIXTURE SCHEDULE :

TYPE	DESCRIPTION	MODEL	LAMPS	REMARKS	VOLTAGE
L	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, ANODIZED STEEL HOUSING, FRAME, AND GALVANNEZD STEEL FRAME	LITHONIA AF 1/32TRT GAR	(1) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
LW	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, ANODIZED STEEL HOUSING, FRAME, AND GALVANNEZD STEEL FRAME	LITHONIA AFW 1/32TRT GAR	(1) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
M	RECESSED WALL MOUNT ROCKET FIXTURE WITH CLEAR SPECIAR REFLECTOR, ANODIZED STEEL HOUSING, FRAME, AND GALVANNEZD STEEL FRAME	FOCAL POINT FAVM NS 1TSHD IC 277 D BR WH 4	(1) TSHD FS4 41K 82CR	DIMING BALLAST ADVANCE MARK X	277V
N	COMPACT FLUORESCENT DOWNLIGHT WITH CLEAR SPECIAR REFLECTOR, ANODIZED STEEL HOUSING, FRAME, AND GALVANNEZD STEEL FRAME	KURLN FR8 04001	(1) F32TRT 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL. PROVIDE MOUNTING FROM STRUCTURE ABOVE.	277V
P	SURFACE FLUORESCENT FIXTURE WITH EXTENDED ALUMINUM HOUSING, POSITIONED DIFFUSER, AND CLEAR ACROLIC INSERTS	FOCAL POINT FDVS CT 2TR IC 277 S 2M 12	(2) F32 TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
Q	SURFACE MOUNT RECESSED FLUORESCENT FIXTURE WITH POLYCARBONATE LENS	LITHONIA WR1-232-PCL	(4) F32 TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
R	ELIPSOIDAL LIGHTING FIXTURE WITH WHITE ROCKET DISCOVER LAMP, DE CAT ALUMINUM HOUSING, YORK MOUNT, SWITCH OWN & BUSH FOR PARTING	ETC 4000H 1 C 4000S 4000P 4	(1) 150 WATT 18 MVA WALLEE CON PHILIPS	PROVIDE CUSTOM STAINLESS STEEL PARTING TO MATCH CURRENT LENS AND DE CAT ALUMINUM HOUSING FOR FIXTURE PROTECTION	277V
S1	PERIMETER COMPACT FLUORESCENT WITH SPIN ALUMINUM REFLECTOR, WHITE ACROLIC DIFFUSER, AND SPIN ALUMINUM CANOPY	FOCAL POINT FOR E 2 42TRT 277	(2) F42TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
S2	COMPACT FLUORESCENT FRONT WITH SPIN ALUMINUM REFLECTOR, POSITIONED ACROLIC DIFFUSER, AND SPIN ALUMINUM CANOPY	FOCAL POINT FOR D 1 26TRT E 277	(1) F42TR 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
T	16" X 20" GLASS HIGH BAY WITH HEAT RESISTANT REINFORCED GLASS REFLECTOR/REFRACTOR, 3" FAT ZINC PLATED SUPPORT WIRE, AND ZINC PLATED WIRING	LITHONIA PDS 4000M P016 S 277	PHILIPS 400W PULSE START	ADVANCE DIMENSION ELECTRONIC PULSE START BALLAST	277V
U	WALL MOUNT COMPACT FLUORESCENT WITH COB ALUMINUM HOUSING AND WIRE BLOW GLASS DIFFUSER	SYSTEMUX 08R 277	(1) 290W 41K 82CR	LOUIS POULSEN EQUAL BEGA EQUAL	277V
V	SURFACE COMPACT FLUORESCENT WALL MOUNT FIXTURE WITH EXTENDED ALUMINUM HOUSING, PARABOLIC COVER WITTE R & R	ELLP1PAR F 114 X2 55 E 0 2	(2) F20 15 17W 277 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
X	RECESSED TRACK LIGHT WITH BRACKET ALUMINUM HOUSING, CLEAR REINFORCED ACROLIC PANEL AND RED LED LAMPING	LITHONIA LSP 1 RWR X3 120/277	LED	DUALITE EQUAL SURFLITE EQUAL	277V
X1	RED LED COB DOWN WITH UNIVERSAL MOUNTING BRACKET, AND RED LED LAMPING	LITHONIA LES 1 R W	LED	DUALITE EQUAL SURFLITE EQUAL	277V
X2	SAME AS "X1" BUT DOUBLE FACE	LITHONIA LES 2 R W	LED	DUALITE EQUAL SURFLITE EQUAL	277V
XW	IMPACT RESISTANT LIGHT BOX WITH DE CAT ALUMINUM HOUSING, CLEAR POLYCARBONATE SHIELD, AND LED LAMPING	LITHONIA LVS 1 S R 120/277	LED	DUALITE EQUAL SURFLITE EQUAL	277V
Y1	PERIMETER COMPACT FLUORESCENT BRACKET WITH WIRE BLOW GLASS DIFFUSER, AND BRUSH ALUMINUM ACCESS	SISTEMALUX 5663 277	(1) 32 TRT	ERCO EQUAL AMERICAN GLASS LIGHT EQUAL	277V
Y2	PERIMETER COMPACT FLUORESCENT SQUARE WITH WHITE BLOW GLASS DIFFUSER, AND BRUSH ALUMINUM ACCESS	SISTEMALUX 5646 FL28 277	(1) F28 QAO 41K 82CR	ERCO EQUAL AMERICAN GLASS LIGHT EQUAL	277V
Z	2'x2' RECESSED ROCKET WITH DE FORMED STEEL HOUSING, RECESSED CONICAL ACROLIC DIFFUSER, AND 4 DEGREE STRAIGHT BRG	FOCAL POINT FSX 22 B 4 TSD S 277 S PS WH	(4) F24 TSHD 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
AA	RED LED STRIP WITH CLEAR IMPACT RESISTANT WIRE ROCKET DIFFUSER, 2.25 WATTS PER LINEAR FOOT LED LAMP WITH 180000 HOUR BOND LFL, CONICAL STEEL MOUNTING CAPS, ACROLIC CLASS II POOR SHIPPY	BOGA FLASHER EQUAL	INCLUDED	PROVIDE \$250.00 ALLOWANCE PER FIXTURE.	277V
AA1	SURFACE 2'x4' WITH DE FORMED STEEL HOUSING, RECESSED WHITE ALUMINUM HOUSING, 1/2" THICK FRAMING ACROLIC LENS, AND 4 5/8" SUPPORT	LITHONIA SS 3 32 BR 412.25	(4) F32R 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
BB	COMPOSITE LINEAR WALL WASH FIXTURE WITH EXTENDED ALUMINUM HOUSING, RECESSED PARABOLIC LENSER, AND 20 DEGREE ADJUSTABLE REDDION	FAL 4002 S 4 020M X2 277 TSHD 200T	(1) F54 TSHD 41K 82CR (1) F54 TSHD 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
CC	RECESSED WALL MOUNT FIXTURE WITH CLEAR SPECIAR REFLECTOR, DE FORMED STEEL HOUSING	FOCAL POINT FAVS NS 1TSHD 277 S F BR 4	(1) F54 TSHD 41K 82CR	IC ELECTRONIC BALLAST WITH LESS THAN 10% THD, SYLVANIA OR EQUAL.	277V
DD	VERTICAL MOUNTED WALL SOURCE WITH POSITIONED DIFFUSER, ALUMINUM END CAPS AND MOUNTING BRACKET	SISTEMALUX 0841 21	(1) F21 15 41K 82 CR	ERCO EQUAL AMERICAN GLASS LIGHT EQUAL	277V

LIGHT FIXTURE SCHEDULE :

TYPE	DESCRIPTION	MODEL	LAMPS	REMARKS	VOLTAGE
FF	UNDER COUNTER 12" LONG FLUORESCENT FIXTURE WITH DE FORMED STEEL HOUSING, PROMINENT ACROLIC DIFFUSER, AND SLOD FRONT	LITHONIA NS2 13TRPH	(1) F13PH 18 41K 82CR	ALKO EQUAL BELFER EQUAL	120V
GG	TRACK MOUNTED METAL WALLEE WALL MOUNT FIXTURE WITH COATED ALUMINUM HOUSING, CLEAR ACROLIC DIFFUSER, AND SELF LOCKING STEEL TRG	LSI MONTMO 0 G M098S	(1) 70 WATT 18 WETA. HAUZE	LSI 30000 SERIES TRACK	277V
HH	SURFACE EXTERIOR FIXTURE WITH COB ALUMINUM HOUSING, WHITE PRESSED GLASS DIFFUSER WITH STRAINLESS STEEL HOUSING	FRMA 074M6	(2) F18 QAO SP41	LSI 30000 SERIES TRACK	277V
JJ	RECESSED DOWNLIGHT WITH OUTER DIFFUSER LENS, COATED ALUMINUM HOUSING, AND POSITIONED DIFFUSER	WFL 202 30 277 SA PR114 00M	(1) 55 WATT 20W CREOLE (1) 55 WATT MR-16 FL	LSI 30000 SERIES TRACK	277V
KK	SURFACE EXTERIOR FIXTURE WITH COB ALUMINUM HOUSING, WHITE PRESSED GLASS DIFFUSER WITH STRAINLESS STEEL HOUSING	FRMA 074T7 00M	(2) F18 QAO SP41	LSI 30000 SERIES TRACK	277V
LL	WALL MOUNTED EXTERIOR FIXTURE WITH COATED ALUMINUM HOUSING, ALUMINUM REFLECTOR, ALUMINUM HOUSING, AND TAPERED GLASS LENS, FRONTAL BUSH CRUSH OPTICAL, AND TPOOD DOWN LIGHT OPTIC	REBILLE 7000 130H XX	(1) 150 WATT 18 WETA. HAUZE	LSI 30000 SERIES TRACK	277V
MM	COMPACT FLUORESCENT WAPOR TIGHT WITH HIGH RESISTANT GLASS LENS, AND DE CAT ALUMINUM HOUSING	OUTW 0P/W 42TRT	(1) F42TR/SP41	EXCELLINE EQUAL	120V
UC	UNDER COUNTER 48" LONG FLUORESCENT FIXTURE WITH DE FORMED STEEL HOUSING, PROMINENT ACROLIC DIFFUSER, AND SLOD FRONT	LITHONIA NS2 32	(1) F32 TR 41K 82CR	ALKO EQUAL BELFER EQUAL	120V
OL1	TRN LAMP AREA LIGHT WITH COB ALUMINUM HOUSING, SEMI-RECESSED REFLECTOR, TAPERED GLASS LENS, AND 20 DEGREE SQUARE ALUMINUM PILE MOUNT TO DOWN FIXTURE PIN AND WIRE BLOW GLASS DIFFUSER. FRAME AS SELECTED BY ARCHITECT FROM STANDARD OPTIONAL FIXTURES.	LITHONIA (2) A52-40MSR4-480 -SPA-S0A25	400W MR	TYPE B DISTRIBUTION.	480V
OL2	SINGLE LAMP AREA LIGHT WITH COB ALUMINUM HOUSING, SEMI-RECESSED REFLECTOR, TAPERED GLASS LENS, AND 20 DEGREE SQUARE ALUMINUM PILE MOUNT TO DOWN FIXTURE PIN AND WIRE BLOW GLASS DIFFUSER. FRAME AS SELECTED BY ARCHITECT FROM STANDARD OPTIONAL FIXTURES.	LITHONIA (2) A51-17MSR3-277 -SPA-S0A12	175W MR	TYPE B DISTRIBUTION.	277V
OL3	SINGLE LAMP AREA LIGHT WITH COB ALUMINUM HOUSING, SEMI-RECESSED REFLECTOR, TAPERED GLASS LENS, AND 20 DEGREE SQUARE ALUMINUM PILE MOUNT TO DOWN FIXTURE PIN AND WIRE BLOW GLASS DIFFUSER. FRAME AS SELECTED BY ARCHITECT FROM STANDARD OPTIONAL FIXTURES.	LITHONIA (2) A52-40MSR4-480 -SPA-S0A25	400W MR	TYPE B DISTRIBUTION.	480V

ALLOWANCES ARE DISTRIBUTOR NET COST TO CONTRACTOR. CONTRACTOR TO INCLUDE ALL TAXES, MARKUPS, INSTALLATION, PROFIT, AND OVERHEAD IN LUMP SUM PRICE.



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CONSTRUCTION DOCUMENTS

No.	Date	Description
1	03/16/06	ISSUE FOR PERMITS
2	04/19/06	CONSTRUCTION DOCUMENTS

ELECTRICAL SCHEDULES

Job No:
1132.02
CAD File:
LUA04
Scale:
AS SHOWN
Date:
4.19.06

E404

RECORD DRAWINGS
THESE RECORD DOCUMENTS HAVE BEEN PREPARED PRIMARILY ON THE BASIS OF INFORMATION OBTAINED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS RESULT.
DATE: 11.01.07



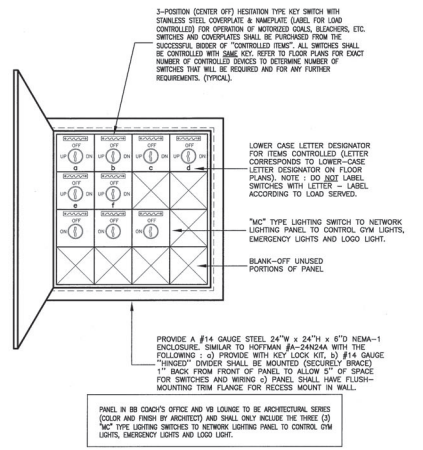
FIRE ALARM RISER TAGGED NOTES:

- △ PROVIDE NEW SURFACE MOUNTED, "STAND-ALONE" MICROPROCESSOR BASED, FIRE ALARM CONTROL PANEL (F.A.C.P.) / CENTRAL PROCESSING UNIT (C.P.U.) WITH VOICE/VIDEO COMMUNICATIONS EQUIPMENT. "TAGS" SHALL BE CONSISTENT OF MONITORING ALL INDIVIDUALLY ADDRESSABLE ALARM INDICATING DEVICES OF POINTS AS INDICATED AND WITH A MINIMUM OF 200 SENSORS FOR FIRE ALARM. PANEL SHALL HAVE STORED ENCODERIZATION NUMBER AND ALSO THE CAPABILITY TO CONNECT TO A REMOTE END POINT. ALL SYSTEM EQUIPMENT SHALL BE HOUSED IN A SINGLE CABINET FIRE ALARM CONTROL PANEL. SHALL BE SIMPLEX #1100-0 SINGLE OR APPROVED EQUAL (SEE SPECIFICATIONS).
- △ PROVIDE CONNECTION TO ACCESS CONTROL "NET CONTROLLER" HEAD-END PANEL FOR CONNECTION TO THE SECURITY'S CENTRAL RECORDING STATION. PROVIDE ALL NECESSARY WIRING, INPUTS POINTS FOR SYSTEM.
- △ NOT USED.
- △ PROVIDE "CONTROL ZONE" (SIMPLEX #2190-9165) IN A NEMA-1 ENCLOSURE FOR FIREMAN'S RECALL AS FOLLOWS AT EACH ELEVATOR:
 - A) FOR FIREMAN'S ELEVATOR RECALL, PROVIDE ONE (1) "CONTROL ZONE" FOR EACH ELEVATOR LOBBY. SMOKE DETECTOR AND ELEVATOR EQUIPMENT ROOM SMOKE DETECTOR IF ALARM IS SIGNALLED AT ELEVATOR LOBBY, THE ELEVATOR SHALL STOP THAT PARTICULAR FLOOR AND IF AND ALARM IS SIGNALLED AT THE ELEVATOR MACHINE ROOM, THESE INTERRELATED ELEVATORS SHALL RETURN TO THEIR PROGRAMMED FLOOR AND SHALL DISCONTINUE OPERATION UNTIL ALARM IS SILENCED.
- △ NOT USED.
- △ TO ALL OTHER DEVICES ON INDICATED FLOOR. REFER TO NEW WORK FLOOR PLAN FOR ALL DEVICE LOCATIONS.
- △ NOT USED.

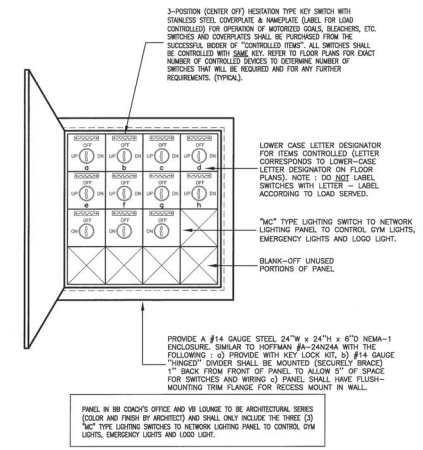
- △ NEW 120V CIRCUITS FOR NEW "MULTI-FLOOR" SYSTEM COMPONENTS INDICATED. REFER TO FLOOR PLANS FOR CIRCUIT NUMBERS.
- △ PROVIDE A MONITOR "ZAM" (ZONE ANNUNCIATOR MODULE) FOR ADDRESSABLE SUPERVISION OF FIRE PROTECTION VALVES. MONITOR "ZAM" SHALL BE SURFACE MOUNTED IN HIGH-H HANGING ENCLOSE, ABOVE SUSPENDED CEILING AS REQUIRED. MONITOR "ZAM" SHALL BE SIMPLEX #2190-9155 (TYPICAL AT ALL LOCATIONS-SEE F.A. RISER GENERAL NOTES).
- △ ROUTE CONTROL WIRING (IN CONDUIT) BACK TO A.H.U. TEMPERATURE CONTROL PANEL FOR AUTOMATIC A.H.U. SHUTDOWN. THE CONTRACTOR SHALL PROVIDE A REMOTE LED INDICATOR FOR EACH DETECTOR AT A.H.U. TEMPERATURE CONTROL PANEL. SILENT F.A. SYSTEM SHALL AUTOMATICALLY SHUT DOWN A.H.U.'S WHETHER A.H.U.'S IS "MANUAL-OFF" OPERATION OR IF "AUTO-OFF" OPERATION OF H-D-A CONTROLS.
- △ PROVIDE AN "ELEVATOR MODULE" AT BRANCH RIM, SIMPLEX #2190-9169 OR EQUAL, MOUNT IN A SURFACE-MOUNTED NEMA-1 ENCLOSURE ABOVE THE SUSPENDED CEILING AS REQUIRED (TYPICAL).
- △ PROVIDE MONITOR "ZAM" (ZONE ANNUNCIATOR MODULE) FOR ADDRESSABLE SUPERVISION OF ACCESS CONTROL SYSTEM. MONITOR "ZAM" SHALL BE ABOVE THE SUSPENDED CEILING IN HIGH-H ENCLOSE, OR CEILING AS REQUIRED. MONITOR "ZAM" SHALL BE SIMPLEX #2190-9172 (TYPICAL).
- △ PROVIDE FIREMAN'S MICROPHONE STATION AT MAIN ENTRANCE ADJACENT REMOTE ANNUNCIATOR.

GENERAL F.A. SYSTEM RISER NOTES:

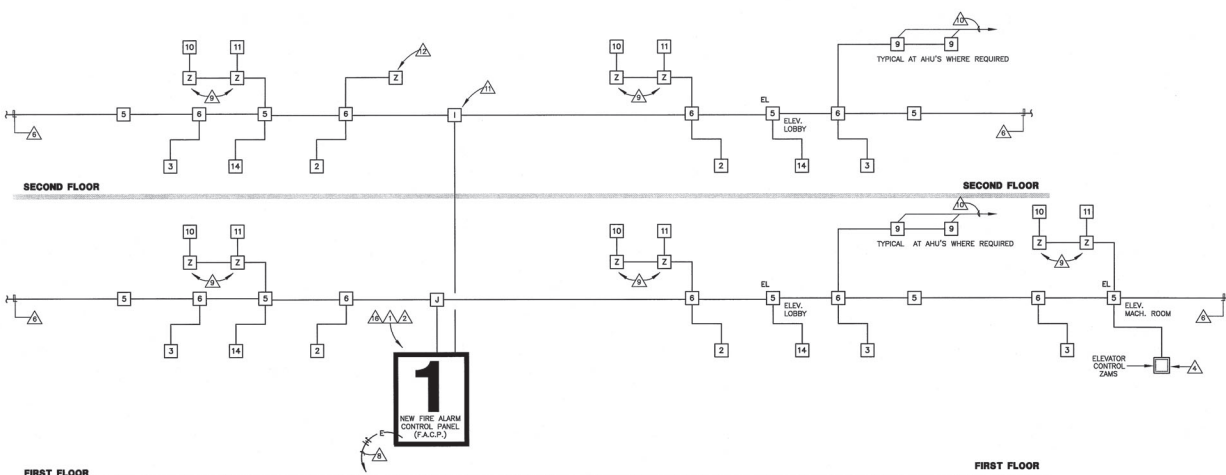
- THIS RISER IS PARTIAL. ALL THE DEVICES CONNECTED TO THE "FACP" UNITS ARE NOT SHOWN. THE CONTRACTOR SHALL REFER TO THE ELECTRICAL FLOOR PLANS FOR THE COMPLETE F.A. SYSTEM.
- FIELD VERIFY THE EXACT NUMBER AND LOCATIONS OF ALL MECHANICALLY RELATED ITEMS (EX. SPRINKLER CONNECTIONS, EXHAUSTING SYSTEMS, SMOKE DAMPERS, ETC.) AND MAKE CONNECTIONS AS REQUIRED/INDICATED.
- PROVIDE CONNECTIONS TO ALL EXISTING FIRE PROTECTION TAMPER AND FLOOR SWITCHES (VIA "MONITOR ZAMS"). CONTRACTOR SHALL FIELD VERIFY ALL EXISTING LOCATIONS. CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR COMPLETE INSTALLATION OF A CONNECTION TO EXISTING FIRE PROTECTION SWITCHES.
- ALL FIRE ALARM STORED LIGHTS SHALL BE SYNCHRONIZED TO ACCOMMODATE UNIVERSITY OF LOUISVILLE STANDARDS AS REQUIRED.
- NO SMOKE DETECTOR SHALL BE LOCATED CLOSER THAN 36" TO SUPPLY, RETURN OR EXHAUST AIR OPENINGS, NOR CLOSER THAN 12" TO WALL/CEILING INTERSECTIONS.
- A TECHNICAL REPRESENTATIVE OF FIRE ALARM MANUFACTURER SHALL BE PRESENT AT ALL TIMES DURING FIRE ALARM CERTIFICATION.
- WRITTEN CERTIFICATION OF ENTIRE FIRE ALARM SYSTEM SHALL BE SUBMITTED TO OWNER & CMTA AT CLOSE OF PROJECT.
- ROUTE FIRE ALARM CONDUCTORS IN 1/2" MINIMUM SIZE CONDUIT (RE-USE AS MUCH EXISTING CONDUIT AS POSSIBLE - SEE PHASING NOTES), WHERE INDICATED ON THE "CABLE/CONDUIT ROUTING KEY NOTES", UTILIZE A FIRE-RATED, POWER LIMITED "OPEN" TYPE CABLING SYSTEM FOR ALL CONCEALED FIRE ALARM CONDUCTORS. SECURELY MOUNT "OPEN" CABLING ABOVE ACCESSIBLE SUSPENDED CEILING SYSTEMS WITH CADDY TYPE "J-HOOKS" OR OTHER APPROVED CABLE MOUNTING METHOD.



VOLLEYBALL GYMNASIUM MOTOR CONTROL PANEL DETAIL
NO SCALE



BASKETBALL GYMNASIUM MOTOR CONTROL PANEL DETAIL
NO SCALE



FIRE ALARM RISER
NO SCALE

RECORD DRAWINGS
THESE RECORD DRAWINGS HAVE BEEN PREPARED, PRIMARILY ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS RESULT.
DATE: 11.01.07



University of Louisville
New Practice Facility

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360 THIRTIETH ARCHITECTURE
Sports Consultant:
360 Architecture
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Zionsville, IN 46108
P 816.472.3360 F 816.472.2100

Structural Engineer:
Brown + Kubican
121 Prosperous Place, Suite 10
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P 859.543.0833 F 859.543.0733

MEP Engineers:
CMTA Engineers
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Louisville, KY 40223
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Landscape Architect:
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2312 Park Avenue
Cincinnati, OH 45208
P 513.268.9444 F 513.268.2164

Civil / Site Engineering:
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401 West Main Street, Suite 500
Louisville, KY 40202
P 502.264.4118 F 502.589.3009

Cost Estimator:
Robert Pass & Associates
745 West Main Street, Suite 220
Louisville, KY 40202
P 502.268.7632 F 502.589.7834

Drawing Issue:
CONSTRUCTION DOCUMENTS

No.	Date	Description
1	03/27/06	75% REVIEW REQUIREMENTS
2	04/18/06	CONSTRUCTION DOCUMENTS

Drawing Title:
ELECTRICAL DETAILS

Job No:
11332.02
CAD File:
UA044
Scale:
AS SHOWN
Date:
4.19.06



E403



University of Louisville
New Practice Facility

Project Architect
GBBN Architects Inc.
335 West Main Street, Suite 200
Louisville, KY 40202
v 859.261.5797 / 859.261.8873

Project Director:



Sports Consultant:
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v 859.543.0533 / 859.543.8733

MEP Engineers:
CWTA Engineers
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Louisville, KY 40223
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Landscape Architect:
Vivian Liambi & Associates
3312 Park Avenue
Cincinnati, OH 45208
v 513.559.9444 / 513.559.0164

Civil / Site Engineer:
Quest Engineering
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Louisville, KY 40202
v 502.264.4118 / 502.269.3009

Cost Estimator:
Robert Pass & Associates
745 West Main Street, Suite 220
Louisville, KY 40202
v 502.269.7832 / 502.269.7834

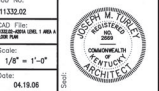
RECORD DOCUMENTS

No.	Date	Description
1	03.24.06	THE REVISION DOCUMENTS
2	04.18.06	CONSTRUCTION DOCUMENTS
3	05.24.06	ADDENDUM #1
4	05.24.06	ADDENDUM #2
5	07.18.07	RFI #5
6	04.16.07	RFI #6
7	04.16.07	RFI #7
8	04.16.07	RFI #8
9	08.07.07	RFI #9
10	12.17.07	RECORD DOCUMENTS

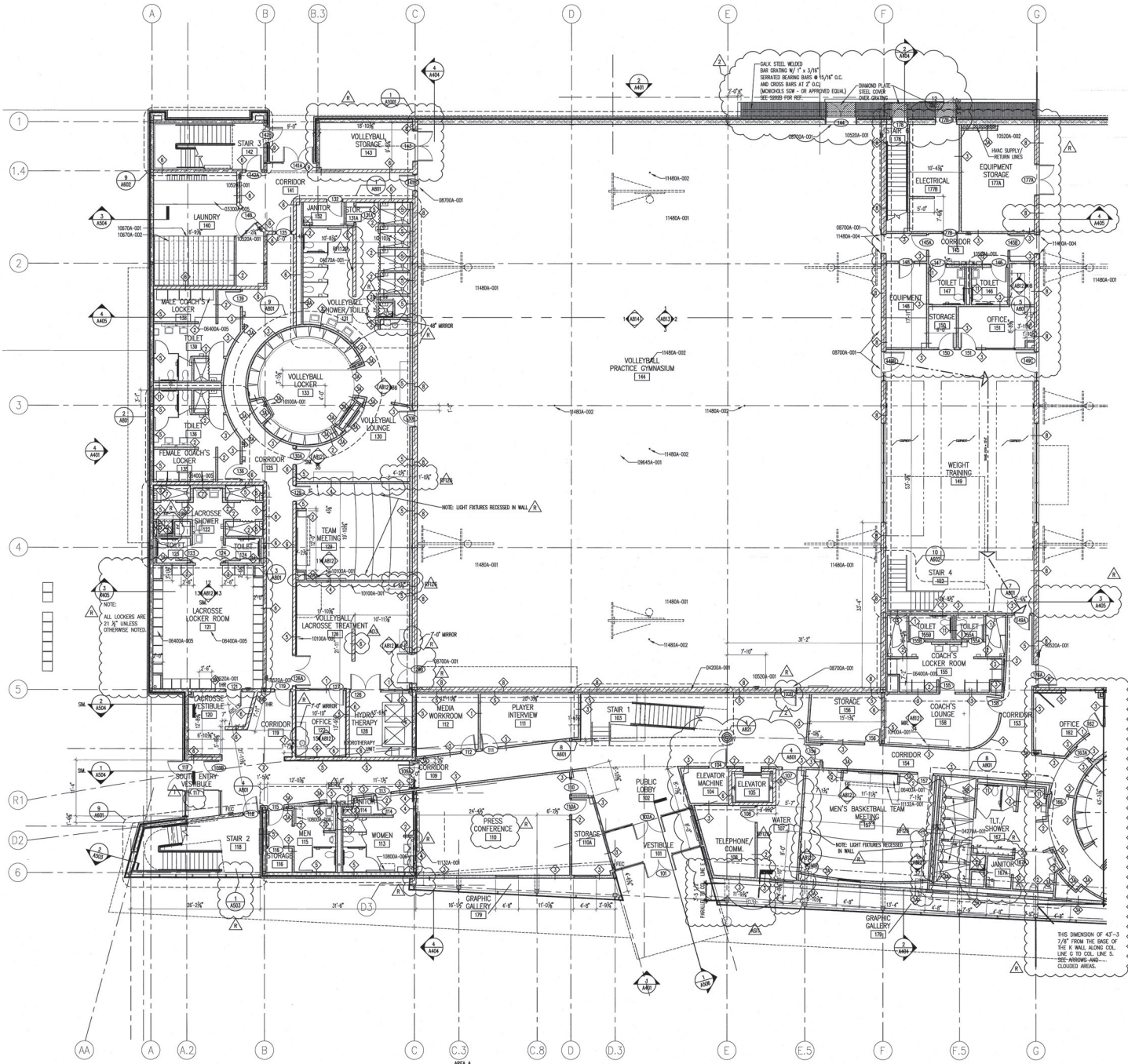
Drawing Title:

LEVEL 1 AREA A FLOOR PLAN

Proj. No.: 11332-02
 CAD File: 11332-02-1-AREA A-1
 Scale: 1/8" = 1'-0"
 Date: 04.18.06



A201A



SHEET NOTES (Conc'd - See Sheet CD)

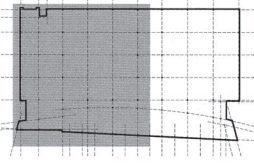
The remainder of a typical Concrete Note is as follows:
 e.g. 03102A-003 3-1/2" METAL STUD
 The First 5 digits, refer to a section of the Specifications with the following digit character relating to the specific Subpart, i.e., in this instance, drawing revision "A". The suffix "-001" is the specific indicator for the particular item, material, etc. Therefore, "03032A-001" would denote the same item wherever indicated.
 Various 10 character Condo Note occur on each sheet on which those specific notes are applicable. However, where notes are missing from a specific drawing, refer to the master list of Condo notes. All Condo notes applicable to the project are listed on the master list.

BD PACKAGE # A

- 03300 CAST-IN-PLACE CONCRETE
- 03300A-005 CONCRETE FPC, SEE STRUCTURAL DRAWINGS
- 04000 UNIT MASONRY
- 04000A-001 8" CONCRETE MASONRY UNITS
- 04270 GLASS UNIT MASONRY
- 04270A-001 GLASS MASONRY UNITS
- 06400A-001 CUSTOM FABRICATED TRANSPARENT FINISHED WOOD FACED MILLWORK
- 06400A-005 CUSTOM WOOD MILLWORK LOCKERS
- 06700 DOOR FINISHING
- 06700A-001 THRESHOLD AT ATHLETIC WOOD FLOOR TRANSITION
- 09440 ATHLETIC WOOD FLOORING
- 09440A-001 ATHLETIC WOOD FLOORING SYSTEM
- 10100 VISUAL DISPLAY SYSTEMS
- 10100A-001 MARKERS/GRADES
- 10200 FIRE PROTECTION SPECIALTIES
- 10200A-001 SEMI-RECESSED FIRE EXTINGUISHER AND CABINET
- 10200A-002 WALL MOUNTED FIRE EXTINGUISHER
- 10670 MOBILE STORAGE SYSTEM
- 10670A-001 MOBILE STORAGE UNIT
- 10670A-002 UNITS DIMENSIONED IN CONCRETE PER MANUFACTURER
- 10800 TOILET ROOM ACCESSORIES
- 10800A-006 SWIFT CHANGING STATION, OFPL
- 11120 PROJECTION SCREENS
- 11120A-001 PROJECTION SCREEN - ELECTRICALLY OPERATED
- 11480 ATHLETIC EQUIPMENT
- 11480A-001 SHOCKBALL GOALS
- 11480A-002 VOLLEYBALL FLOORPADE AND SLEEVE
- 11480A-004 IMPACT RESISTANT CORNER GUARD

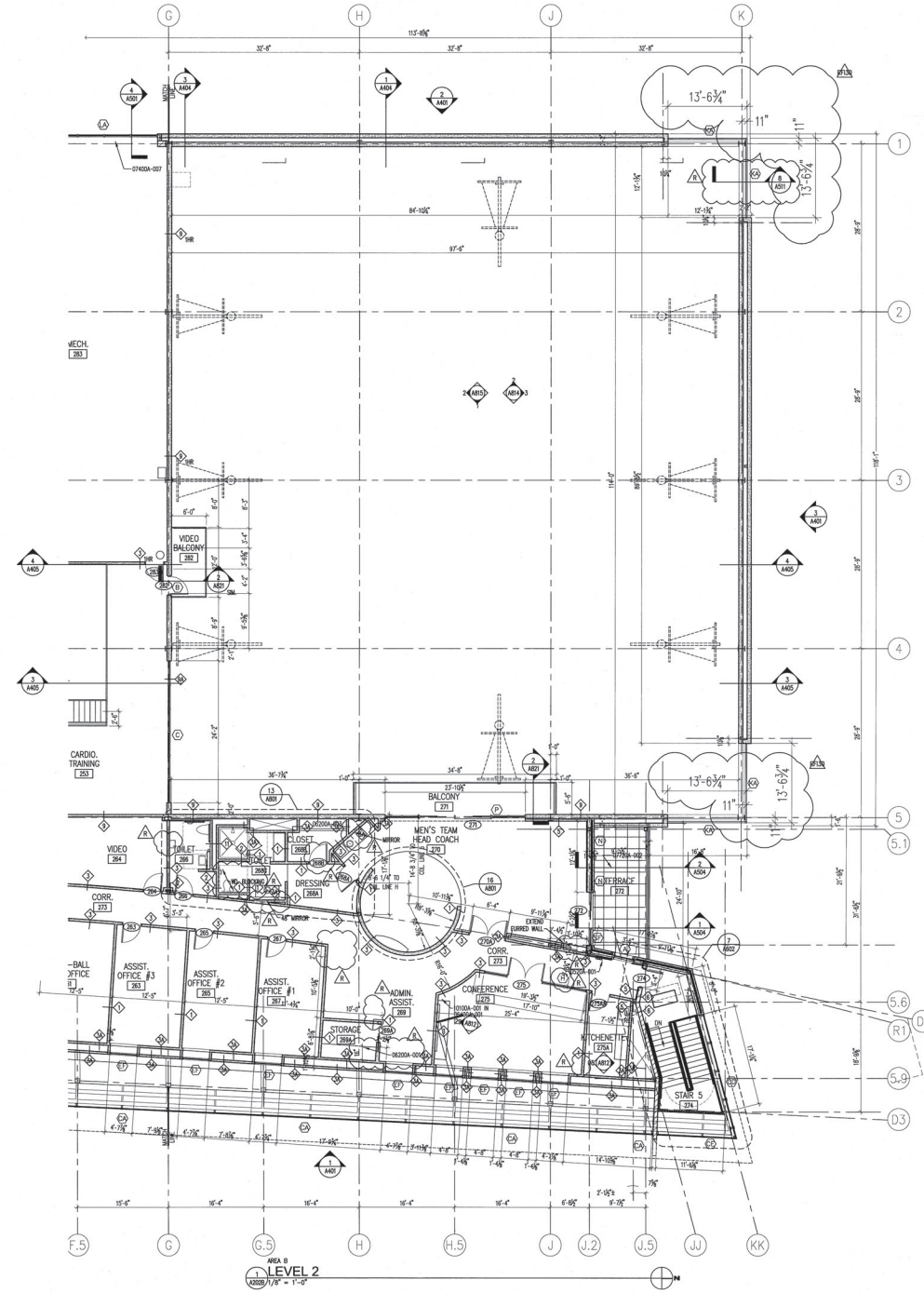
Notes:

- A. DO NOT SCALE DRAWINGS.
- B. REFER TO DRAWING AS FOR ABBREVIATIONS AND GENERAL REFERENCE SYMBOLOLOGY.
- C. REFER TO DRAWING A601 FOR SCHEDULED PARTITIONS.
- D. REFER TO DRAWING A611 FOR DOOR SCHEDULE AND DETAILS.
- E. REFER TO DRAWING A621 FOR WINDOW IDENTIFICATION AND DETAIL.
- F. REFER TO DRAWING A631 FOR ROOM FINISH SCHEDULE. REFER TO MATERIAL COLOR SCHEDULE IN SPECIFICATIONS SECTION 09990 FOR FINISHES.
- G. REFER TO DRAWINGS A70A AND B AND A70A AND B FOR REFLECTED CEILING PLANS.
- H. FIELD-VISUAL VERIFY ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN THE PLAN AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
- J. PROVIDE BLOCKING AS REQUIRED FOR INSTALLATION OF GRAB BARS, TOILET ACCESSORIES, WALL MOUNTED SHELVES, WALL MOUNTED EQUIPMENT AND ANY OTHER ITEMS AS REQUIRED. ALL CONCEALED WOOD BLOCKING SHALL BE OF FIRE-TREATED LUMBER.
- K. ALL DIMENSIONS ARE TO FACE OF FINISH MATERIAL UNLESS OTHERWISE NOTED.
- L. PROVIDE MOISTURE RESISTANT PLYSIBOR BOARD ON WALLS OF ALL TOILET ROOMS.



KEYPLAN
LEVEL 1

C:\Users\jacob@gbbn.com\Documents\11332-02-1-AREA A-1.dwg (11/3/2012 11:00:00 AM) - 11/3/2012 11:00:00 AM



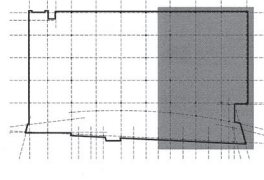
SHEET NOTES (Condoc - See Sheet CD)

The nomenclature of a typical Condoc Note is as follows:
 e.g. 09103A-003 3-1/2" METAL STUD
 The first 5 digits, refer to a section of the Specifications with the following alpha character referring to the specific bidpack, i.e., in this example, drawing release "A". The suffix "-001" is the specific indicator for the particular item, material, etc. Therefore, "09103A-001" would denote the same item wherever indicated.
 Various 10 character Condoc notes occur on each sheet on which those specific notes are applicable. However, where notes are missing from a specific drawing, refer to the master list of condoc notes. All Condoc notes applicable to the project are listed on the master list.

- BD PACKAGE # A**
- 06200 FINISH CARPENTRY
 - 06200A-003 METAL CLOSET HANGING ROD
 - 06400 ARCHITECTURAL WOODWORK
 - 06400A-001 CUSTOM FABRICATED TRANSPARENT FINISHED WOOD FACED MILLWORK
 - 07400 PREFORMED METAL ROOF AND WALL PANELS
 - 07400A-007 CLADDING BY METAL JOINS
 - 07700 ROOF ACCESSORIES
 - 07700A-002 ROOF DECK PEDESTAL SYSTEM
 - 10100 VISUAL DISPLAY BOARDS
 - 10100A-001 MARKERS/CRAYONS
 - 10300 FIRE PROTECTION SPECIALTIES
 - 10300A-001 SEMI-RECESSED FIRE EXTINGUISHER AND CABINET

Notes:

- A. DO NOT SCALE DRAWINGS.
- B. REFER TO DRAWING AS FOR ABBREVIATIONS AND GENERAL REFERENCE SYMBOLOLOGY.
- C. REFER TO DRAWING A801 FOR SCHEDULED PARTITIONS.
- D. REFER TO DRAWING A811 FOR DOOR SCHEDULE AND DETAILS.
- E. REFER TO DRAWING A821 FOR WINDOW IDENTIFICATION AND DETAIL.
- F. REFER TO DRAWING A831 FOR ROOM FINISH SCHEDULE. REFER TO MATERIAL COLOR SCHEDULE IN SPECIFICATIONS SECTION 09900 FOR FINISHES.
- G. REFER TO DRAWINGS A701A AND B AND A702A AND B FOR REFLECTED CEILING PLANS.
- H. FIELD-VERIFY ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN THE PLAN AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
- J. PROVIDE BLOODING AS REQUIRED FOR INSTALLATION OF GRAB BARS, TOILET ACCESSORIES, WALL MOUNTED SINKS, WALL MOUNTED EQUIPMENT AND ANY OTHER ITEMS, AS REQUIRED. ALL CONCEALED WOOD BLOODING SHALL BE OF FIRE-TREATED LUMBER.
- K. ALL DIMENSIONS ARE TO FACE OF FINISH MATERIAL UNLESS OTHERWISE NOTED.
- L. PROVIDE MOISTURE RESISTANT GYPSUM BOARD ON WALLS OF ALL TOILET ROOMS.



KEYPLAN
LEVEL 2



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325 West Main Street, Suite 280
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Sports Consultants:
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v 859.543.9353 f 859.543.9733

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v 502.328.3085 f 502.328.2891

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v 513.529.8444 f 513.529.0164

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401 West Main Street, Suite 500
Louisville, KY 40202
v 502.584.4110 f 502.589.3009

Cost Estimator:
Robert Pass & Associates
745 West Main Street, Suite 250
Louisville, KY 40202
v 502.588.7632 f 502.589.7634

Drawing Issue:
RECORD DOCUMENTS

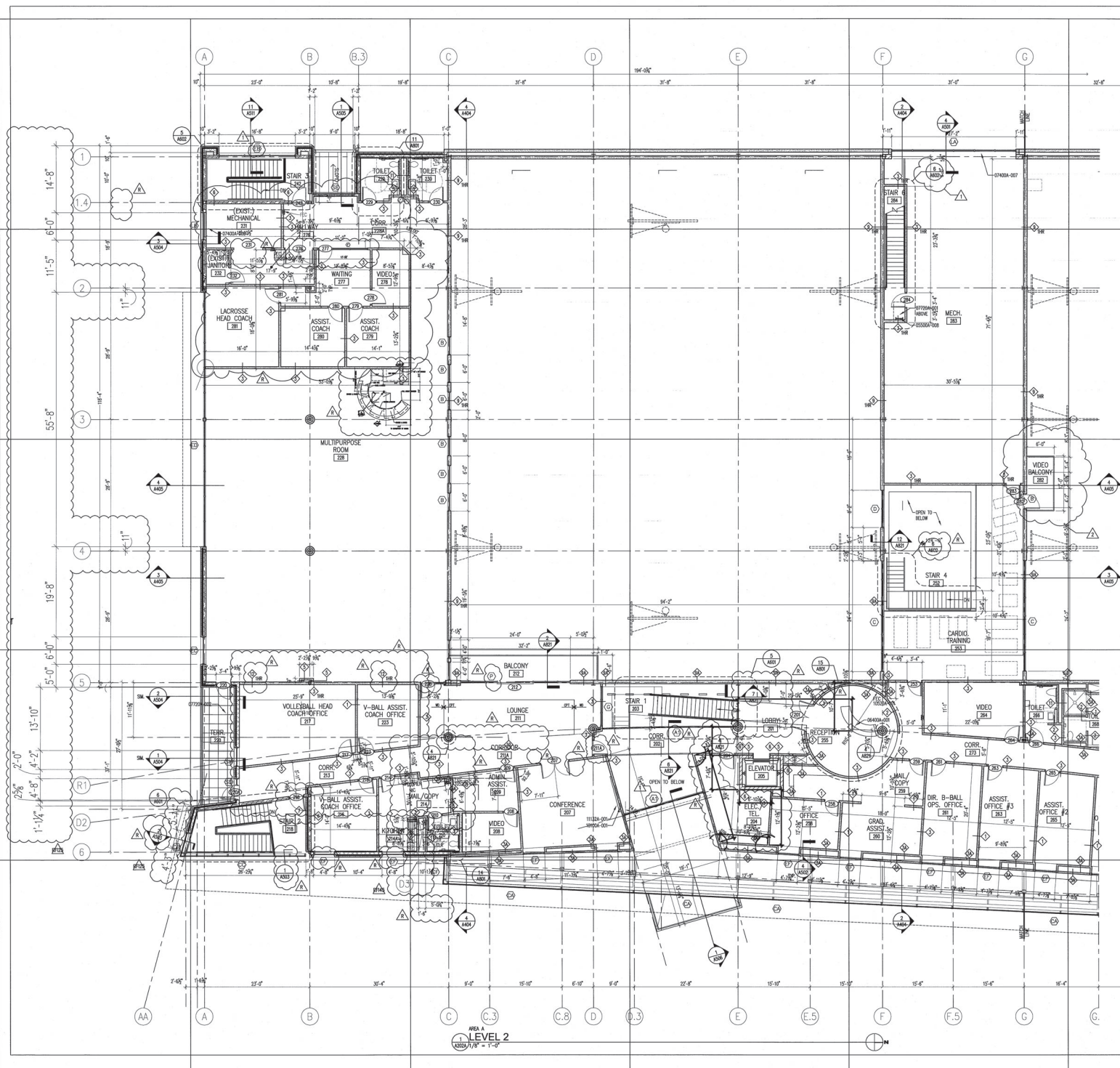
No.	Date	Description
1	03.27.06	75% REVIEW DOCUMENTS
2	04.19.06	CONSTRUCTION DOCUMENTS
3	06.06.06	RFI #18
4	12.17.07	RECORD DOCUMENTS

Drawing Title:
LEVEL 2 AREA B PLAN

Job No:
11332.02
CAD FILE:
11332-020-000-000-1-000-1
Scale:
1/8" = 1'-0"
Date:
04.19.06



A202B



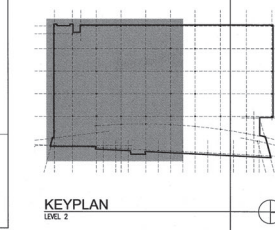
SHEET NOTES (Condoc - See Sheet CD)

The nomenclature of a typical Condoc Note is as follows:
 e.g. 09102A-003 3-5/8" METAL STAIR
 The first 5 digits, refer to a section of the Specifications with the following alpha character referring to the specific subpart, i.e. in this example, drawing letter "X". The suffix "-001" is the specific indicator for the particular item, material, etc. Therefore, "09102A-001" would denote the same item wherever indicated.

Various 10 character Condoc notes occur on each sheet on which those specific notes are applicable. However, where notes are missing from a specific drawing, refer to the master list of condoc notes; All Condoc notes applicable to the project are listed on the master list.

- BD PACKAGE # A**
- 05000 METAL FABRICATIONS
 - 05000A-008 STEEL LADDER AT ROOF HATCH.
 - 06400 ARCHITECTURAL WOODWORK
 - 06400A-001 CUSTOM FABRICATED TRANSPARENT FINISHED WOOD FACED MILKMO.
 - 07400 PREFORMED METAL ROOF AND WALL PANELS
 - 07400A-007 LAMINATE AT METAL SLOPING
 - 07400A-008 LAMINATE AT MISC.
 - 07700 ROOF ACCESSORIES
 - 07700A-001 ROOF HATCHES
 - 07700A-002 ROOF DECK PESTAL SYSTEM.
 - 10100 VISUAL DISPLAY BOARDS
 - 10100A-001 MARKERSBOARD.
 - 10600 FIRE PROTECTION SPECIALTIES
 - 10600A-001 CSW-RECESSED FIRE EXTINGUISHER AND CABINET.
 - 11132 PROJECTION SCREENS
 - 11132A-001 PROJECTION SCREEN - ELECTRICALLY OPERATED.

- Notes:**
- A. DO NOT SCALE DRAWING.
 - B. REFER TO DRAWING AS TO ABBREVIATIONS AND GENERAL REFERENCE SYMBOLOLOGY.
 - C. REFER TO DRAWING A911 FOR SCHEDULED PARTITIONS.
 - D. REFER TO DRAWING A911 FOR DOOR SCHEDULES AND DETAILS.
 - E. REFER TO DRAWING A911 FOR WINDOW IDENTIFICATION AND DETAIL.
 - F. REFER TO DRAWING A911 FOR ROOM FINISH SCHEDULE. REFER TO MATERIAL COLOR SCHEDULE IN SPECIFICATIONS SECTION 09990 FOR FINISHES.
 - G. REFER TO DRAWINGS A704A AND B AND A704A AND B FOR REFLECTED CEILING PLANS.
 - H. FIELD-VERRY ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN THE PLAN AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
 - J. PROVIDE BLOCCING AS REQUIRED FOR INSTALLATION OF GRAB BARS, TOILET ACCESSORIES, WALL MOUNTED SINKS, WALL MOUNTED EQUIPMENT AND ANY OTHER ITEMS AS REQUIRED. ALL CONCEALED WOOD BLOCCING SHALL BE OF FIRE-TREATED LUMBER.
 - K. ALL DIMENSIONS ARE TO FACE OF FINISH MATERIAL UNLESS OTHERWISE NOTED.
 - L. PROVIDE MOISTURE RESISTANT OPSUM BOARD ON WALLS OF ALL TOILET ROOMS.



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Sports Consultant:
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CMTA Engineers
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Civil / Site Engineering:
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Cost Estimator:
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t 502.269.7632 f 502.589.7634

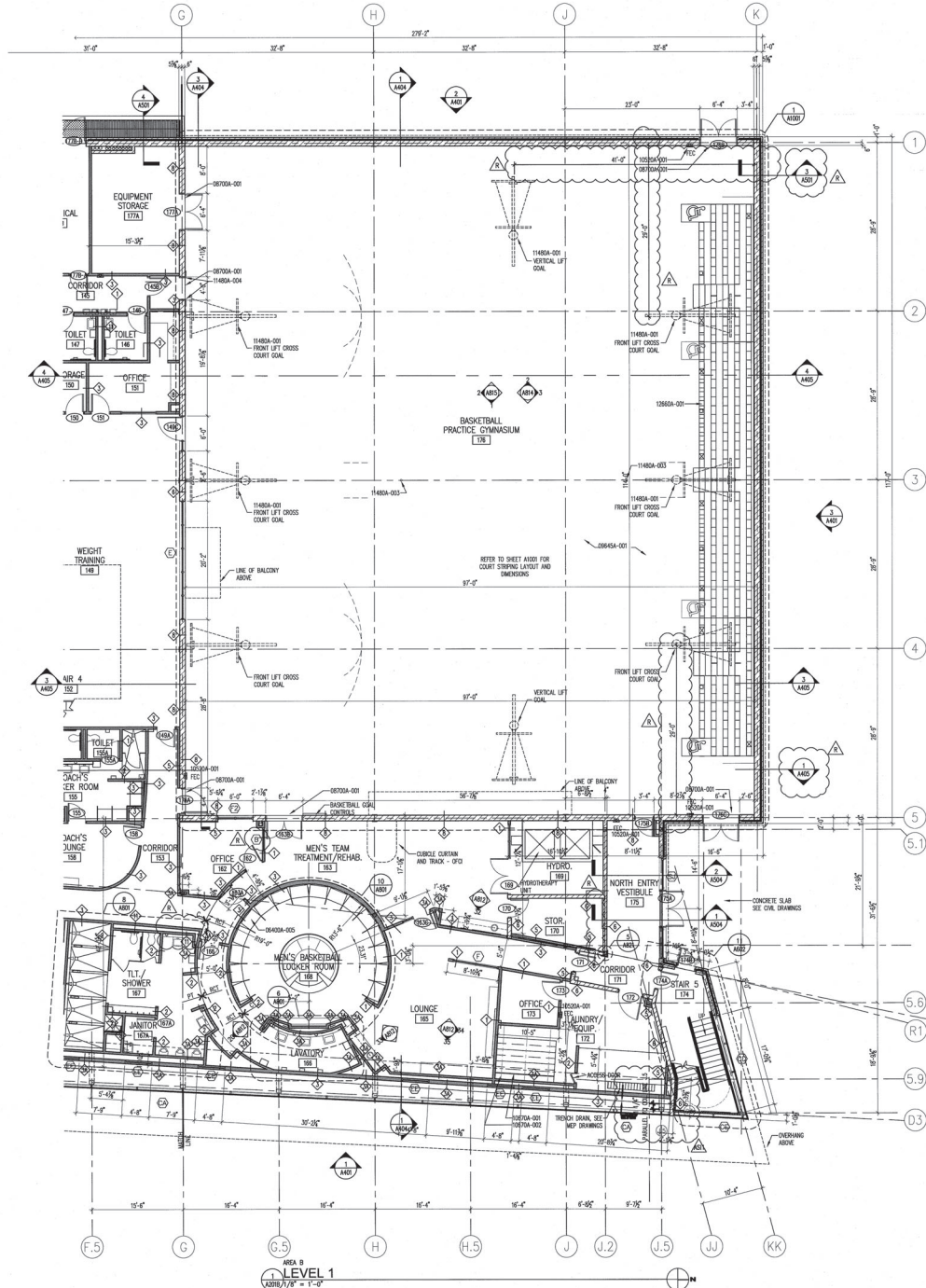
Drawing Issue:
RECORD DOCUMENTS

No.	Date	Description
1	03.27.02	PER REVIEW REQUIREMENTS
2	04.16.02	CONSTRUCTION DOCUMENTS
3	05.24.02	ADDENDUM #1
4	08.01.02	REV 25
5	09.19.02	REV #10
6	12.17.02	RECORD DOCUMENTS

Drawing Title:
LEVEL 2 AREA A FLOOR PLAN

Job No:
11332.02
CAD File:
11332.02 AREA A
11332.02
Scale:
1/8" = 1'-0"
Date:
04.19.06

A202A



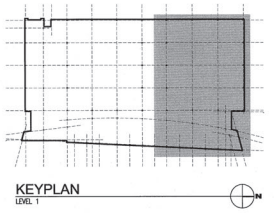
SHEET NOTES [Condoc - See Sheet CD]
 The nomenclature of a typical Condoc Note is as follows:
 e.g. 09102A-003 3-5/16" METAL STUD

The first 5 digits refer to a section of the Specifications with the following alpha character referring to the specific bidpack, i.e., in this example, drawing release "A". The suffix "-001" is the specific indicator for the particular item, material, etc. Therefore, "09102A-001" would denote the same item wherever indicated.

Various 10 character Condoc notes occur on each sheet on which these specific notes are applicable. However, where notes are missing from a specific drawing, refer to the master list of condoc notes; All Condoc notes applicable to the project are listed on the master list.

- BD PACKAGE # A**
- 06400 ARCHITECTURAL WORKMAN
 - 06400A-005 CUSTOM WOOD MILLWORK LOCKERS
 - 06700 DOOR HINGEWARE
 - 06700A-001 THRESHOLD AT ATHLETIC WOOD FLOOR TRANSITION.
 - 06645 ATHLETIC WOOD FLOORING
 - 06645A-001 ATHLETIC WOOD FLOORING SYSTEM.
 - 10020 FIRE PROTECTION SPECIALTIES
 - 10020A-001 SEM-RECESSED FIRE EXTINGUISHER AND CABINET.
 - 10070 MOBILE STORAGE SYSTEM
 - 10070A-001 MOBILE STORAGE UNIT.
 - 10070A-002 RAIS EMBEDDED IN CONCRETE PER MANUFACTURER
 - 11480 ATHLETIC EQUIPMENT
 - 11480A-001 BASKETBALL GOALS.
 - 11480A-003 VOLEYBALL FLOORPLATE AND SLEDGE UNDER WOOD FLOORING.
 - 11480A-004 IMPACT RESISTANT CORNER GUARD.
 - 12960 TELESCOPING SEATING
 - 12960A-001 TELESCOPING BLEACHER SEATING.

- Notes:**
- A. DO NOT SCALE DRAWINGS.
 - B. REFER TO DRAWING AS FOR ABBREVIATIONS AND GENERAL REFERENCE SYMBOLOLOGY.
 - C. REFER TO DRAWING A801 FOR SCHEDULED PARTITIONS.
 - D. REFER TO DRAWING A811 FOR DOOR SCHEDULE AND DETAILS.
 - E. REFER TO DRAWING A821 FOR WINDOW IDENTIFICATION AND DETAIL.
 - F. REFER TO DRAWING A831 FOR ROOM FINISH SCHEDULE. REFER TO MATERIAL COLOR SCHEDULE IN SPECIFICATIONS SECTION 09900 FOR FINISHES.
 - G. REFER TO DRAWINGS A704 AND 8 AND A704A AND 8 FOR REFLECTED CEILING PLANS.
 - H. FIELD-OFFSET ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN THE PLAN AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
 - I. PROVIDE FLOORING AS REQUIRED FOR INSULATION OF SHOWER BATHS, TOILET ACCESSORIES, WALL MOUNTED SHELVES, WALL MOUNTED EQUIPMENT AND ANY OTHER ITEMS AS REQUIRED. ALL CONCEALED WOOD BLOCKS SHALL BE OF FIRE-TREATED LAMBER.
 - K. ALL DIMENSIONS ARE TO FACE OF FINISH MATERIAL UNLESS OTHERWISE NOTED.
 - L. PROVIDE MOISTURE RESISTANT OPSISIN BOARD ON WALLS OF ALL TOILET ROOMS.



University of Louisville
New Practice Facility

Project Architect
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Sports Consultant:
360 Architecture
2020 Baltimore Ave., Suite 400
Kansas City, MO 64108
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Structural Engineer:
Brown + Kubcan
121 Progression Place, Suite 10
Louisville, KY 40223
v 859.543.9833 f 859.543.9733

MEP Engineers:
CMTA Engineers
10101 Lin Station Rd., Suite 530
Louisville, KY 40223
v 502.328.3085 f 502.328.2891

Landscape Architect:
Vivian Liambi & Associates
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Cincinnati, OH 45226
v 513.259.4444 f 513.259.0164

Civil / Site Engineering:
Quest Engineers
401 West Main Street, Suite 300
Louisville, KY 40202
v 502.264.1110 f 502.269.3009

Cost Estimator:
Robert Pass & Associates
745 West Main Street, Suite 220
Louisville, KY 40202
v 502.269.1522 f 502.269.7634

Drawing Issue:

No.	Date	Description
1	03.27.08	20% REVIEW DOCUMENTS
2	04.19.08	CONSTRUCTION DOCUMENTS
3	03.07.07	20% #
4	12.17.07	RECORD DOCUMENTS

Drawing Title:
**LEVEL 1 AREA B
FLOOR PLAN**

Job No:
11332.02
CAD File:
11332.02-LEVEL 1 AREA B
Scale:
1/8" = 1'-0"
Date:
04.19.08



A201B

University of Louisville
DEPARTMENT OF PROCUREMENT SERVICES
LOUISVILLE, KENTUCKY

Invitation No: RP-059-22
Title: Kueber Center Renovation – Design & Build
Addendum No. 2

Date: 6/21/2022

On the following pages (see attached) the University has issued clarifications and a response to written questions.

Bidder must acknowledge receipt of this and any addenda either with bid or by separate letter. Acknowledgement must be received in the Department of Procurement Services, Service Complex Building, University of Louisville no later than **June 28th, 2022, by 2:00PM, EST.** If by separate letter, the following information must be placed in the lower left-hand corner of the envelope:

Invitation No: RP-059-22
Title: Kueber Center Renovation – Design & Build
Due Date: 6/28/2022 by 2:00PM, EST.

Digitally signed by Evan
Riddell
Date: 2022.06.21 15:41:46
-04'00'

Evan Riddell

BY: _____
Authorized Purchasing Officer

Receipt Acknowledged: _____
FIRM

BY: _____

University Response

1. The scope of work mentions 2 LED boards and installed by the University directly, please confirm that these boards will also be supplied by the University and provision of the LED boards is not part of this scope of work.

Response: Yes, both boards will be supplied by the University, the scope included in the RFP needs to be part of this awarded contractor's scope of responsibility.

2. Section 8.i Davis Bacon Act states, "Applicable to federally funded construction projects exceeding \$2,000". Is this project considered to be federally funded?

Response: No

3. Will this project be subject to Davis Bacon wage rate determinations and/or Prevailing Wage requirements?

Response: No

3. Is Certified Payroll recordkeeping a project requirement?

Response: No

4. Employment Utilization Report (EUR) was noted as a requirement for pay submission/requests. Are the employment goals listed in the EUR a project requirement, or a best-effort objective?

Response: Best-effort objective

5. During the pre-bid walk it was noted that some items may be removed from scope. What items are being removed from the scope of work?

Response: The following scopes of work are being removed from this RFP:

8. Renovate/Freshen-up/update the men's basketball locker room

12. Design, build and install a slide from the WBB offices on the second floor to the WBB practice court on the first floor. All structural design to be done by awarded contractor along with build and install of the slide. Project must be reviewed and approved by WBB staff prior to proceeding.



University of Kentucky
Facilities Management
Office of the Vice President

July 7, 2022

Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building - Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

RE: Emergency Replacement of the Grain and Forage Center of Excellence

Dear Senator Girdler and Representative Freeland and Members of the Capital Projects and Bond Oversight Committee:

At the Committee's May 19, 2022 meeting, pursuant to KRS §45.750(1)(g) the University of Kentucky reported the initiation of the Design Phase of an Emergency Capital Project, the Emergency Replacement of the Grain and Forage Center of Excellence. On June 17, 2022, the University's Board of Trustees approved the next phase of the project, the initiation of the construction of the Grain and Forage Center of Excellence.

On December 10, 2021, the Grain and Forage Center of Excellence and Princeton Research Farm received a direct hit from an EF04 tornado with sustained winds of an estimated 190 MPH. The devastation included the destruction of most of the research facilities and the Grain and Forage Center building which had just been completed in February of 2020.

The planned approximately 58,000 square foot facility will replace the demolished building and will allow the University to continue research on intensive agricultural practices, study water quality issues and help define the environmental footprint of intensive agriculture. The project is planned to include space for administrative, conference, learning, laboratory, and office areas. Pursuant to KRS 45.750(1)(g), this project qualifies as an Emergency Repair, Maintenance or Replacement Project as it is necessitated by damage resulting from a disaster. The scope of the project is \$38,000,000 and will be funded with insurance reimbursement.

We appreciate the Committee's support of this project. If you should have additional questions, please contact me at the number below or Elizabeth Baker at 859.257.6315.

Sincerely,

A handwritten signature in blue ink that reads "Mary Vosevich".

Mary Vosevich

Vice President for Facilities Management and Chief Facilities Officer

FCR 17

Office of the President
June 17, 2022

Members, Board of Trustees:

EMERGENCY REPLACEMENT OF THE GRAIN AND FORAGE CENTER OF EXCELLENCE CAPITAL PROJECT

Recommendation: that the Board of Trustees approve the initiation of the bidding and construction phase of The Grain and Forage Center of Excellence as an emergency project.

Background: Pursuant to Administrative Regulation 8:2, any capital project with an estimated scope of \$1,000,000 or more must be approved by the Board prior to initiation.

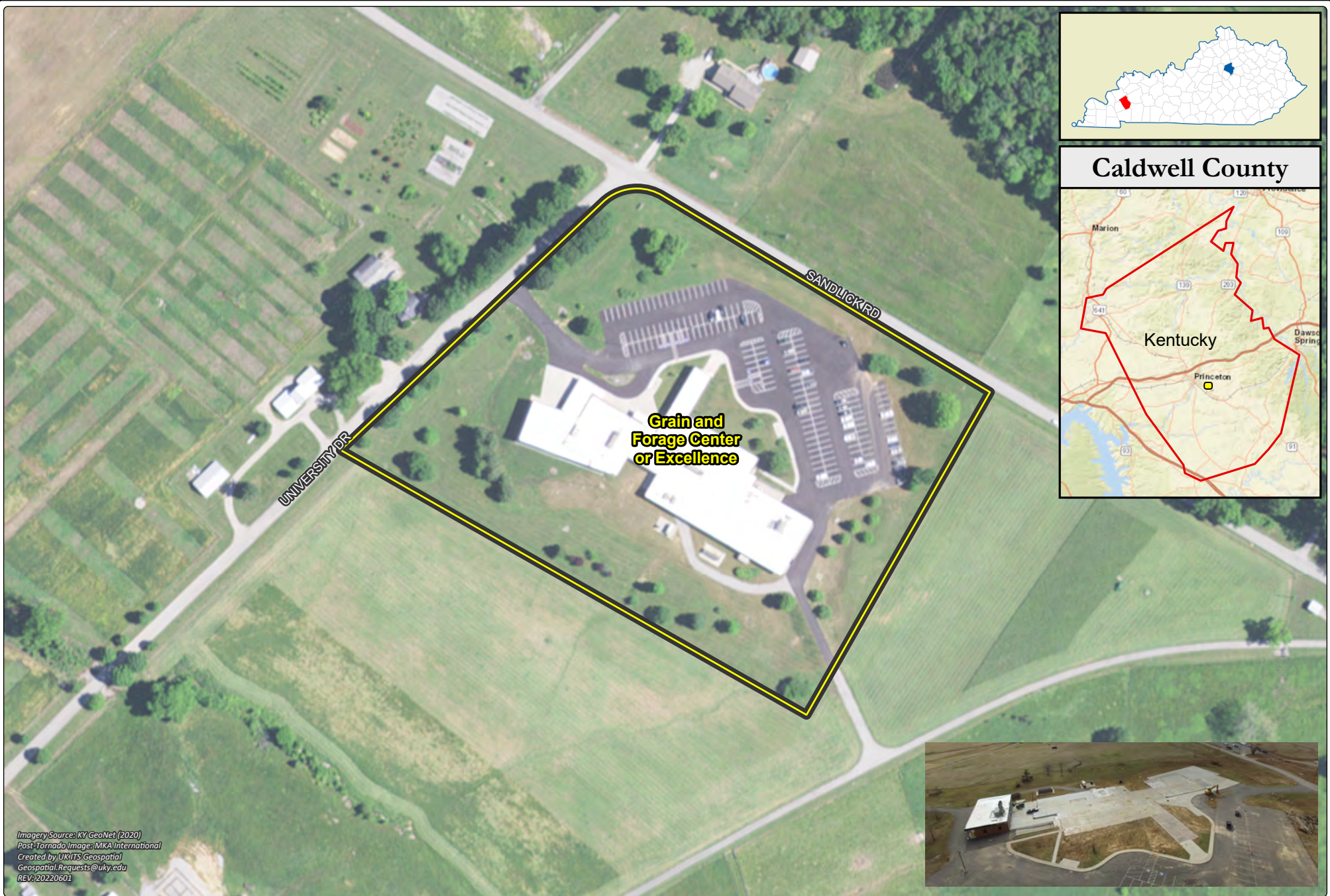
On December 10, 2021, the Grain and Forage Center of Excellence and Princeton Research Farm (UKREC) received a direct hit from an EF-4 tornado with sustained winds of an estimated 190 MPH. The devastation included the destruction of most of the research facilities including the 58,000 square foot Grain and Forage Center building which was completed in February 2020. The loss of facilities impacted 11 academic departments/administrative units and more than 70 full and part-time employees. The planned new facility will replace the demolished building. The replacement facility will allow the university to continue research on intensive agricultural practices, study water quality issues and help define the environmental footprint of intensive agriculture. This ultimately benefits Kentucky producers by providing new applications and technologies resulting in increased yields, reduced inputs and higher economic returns.

The project is planned to include approximately 58,000 square feet for administrative, conference, learning, laboratory and office areas.

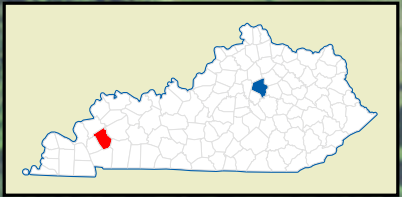
Pursuant to KRS §45.750(1)(g), this project qualifies as an Emergency Repair, Maintenance or Replacement Project as it is necessitated by damage resulting from a disaster. Contingent upon approval by the Board, the emergency capital project will be reported to the Capital Projects and Bond Oversight Committee

This \$38,000,000 project is authorized by emergency authority and will be funded with insurance reimbursement.

Action taken: Approved Disapproved Other



Imagery Source: KY GeoNet (2020)
Post-Tornado Image: MKA International
Created by UKITS Geospatial
Geospatial.Requests@uky.edu
REV: 20220601



Caldwell County



FGR 17 - EMERGENCY REPLACEMENT OF THE GRAIN AND FORAGE CENTER OF EXCELLENCE CAPITAL PROJECT





University of Kentucky
Office of the
Executive Vice President
for Finance & Administration

July 7, 2022

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Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building - Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

RE: 2022-24 Asset Preservation Pool - Preliminary List

Dear Senator Girdler and Representative Freeland and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to the provisions of House Bill 1 enacted by the 2022 Session of the Kentucky General Assembly, the University of Kentucky hereby reports the following list of asset preservation projects for fiscal years 2022-23 and 2023-24. These projects were approved by our Board of Trustees at their June 17, 2022 meeting. This list is preliminary in nature as the university is in the planning and programming stage and thus this list is subject to change. Should this list change, the university will report such changes to the Committee pursuant to House Bill 1. The university is most grateful for the generous appropriation of funds and wants to ensure the most efficient use of the funds to preserve our aging facilities and enhance accessibility while furthering our student success efforts. The facilities and infrastructure/systems listed below are aging, highly utilized education and general facilities in our central core of campus.

Fiscal Year 2022-23:

- Improve Multi-Disciplinary Science Building \$10,000,000
- Improve White Hall Classroom Building Phase I \$8,000,000
- Improve Pence Hall \$32,000,000
- Improve Patterson Office Tower \$5,000,000
- Improve Miller Hall \$10,000,000
- Improve Peterson Service Building \$10,000,000
- Various Infrastructure/System Improvements \$25,000,000

see blue.

An Equal Opportunity University

Fiscal Year 2023-24:

- Improve White Hall Classroom Building Phase II \$75,000,000
- Various Infrastructure/System Improvements \$25,000,000

We appreciate the Committee's support. If you should have additional questions, please contact me at 859.257.1841 or Elizabeth Baker at 859.257.6315.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Monday", followed by a large checkmark.

Eric N. Monday
Executive Vice President for Finance and Administration

FCR 19

Office of the President
June 17, 2022

Members, Board of Trustees:

ASSET PRESERVATION POOL CAPITAL PROJECT (VARIOUS PROJECTS)

Recommendation: that the Board of Trustees approve the initiation of the Asset Preservation Pool capital project which includes but is not limited to the following: Multi-Disciplinary Sciences (MDS) Building 5th Floor Renovation, White Hall Classroom Building Renovation – Design Only, Pence Hall Renovation, Miller Hall Renovation, Patterson Office Tower Partial Renovation, Peterson Service Building Partial Renovation, and various Infrastructure and Building Systems Renovation Projects and declare its official intent to reimburse capital expenditures from a future debt obligation for the Capital Project.

Background: Pursuant to Administrative Regulation 8:2, any capital project with an estimated scope of \$1,000,000 or more must be approved by the Board prior to initiation.

The Asset Preservation Pool Capital Project is a multi-phase effort to preserve existing campus buildings and enabling infrastructure so that they continue to serve their intended functions well into the future.

This Asset Preservation initiative will make improvements to existing buildings on campus that will provide needed space for the College of Nursing and the College of Health Sciences on the 5th floor of the MDS Building, design renovations of the widely-used White Hall Classroom Building, renovations to Pence Hall and Miller Hall that are being vacated due to construction of a new College of Design, renovate two floors of the Patterson Office Tower, renovations to Peterson Services Building, as well as campus utility infrastructure and building systems projects.

This \$100,228,000 project, authorized by the 2022 Session of the Kentucky General Assembly, is well within the total legislative authorization of \$200,456,000 and will be funded with state bonds and agency bonds.

The United States Department of Treasury regulations related to the use of proceeds of tax-exempt bonds or notes require that borrowers make a Declaration of Official Intent to reimburse itself for capital expenditures made prior to the issuance of the debt (also known as a “Reimbursement Resolution”) if the issuer intends to reimburse itself from tax-exempt debt proceeds. This recommendation includes such a Declaration of Official Intent.

Pursuant to the University of Kentucky Debt Policy, the Debt Management Committee has reviewed the financing plan and supports the proposed recommendation.

Action taken: Approved Disapproved Other_____