

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Administrative Office of the Courts
Report Quarter: 2024-1 (January)
Print Date: 01/17/2024

<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 B			
Bath County (Construction)	Bath	2018-2020	In Construction	13	06/15/25	
Butler County	Butler	2020-2022	Design/Phase A			
Clinton County	Clinton	2020-2022	Design/Phase B			
Crittenden County	Crittenden	2020-2022	Design/Phase C			
Electronic Court Filing System	Multi	2022-2024	Planning			
Graves County	Graves	2022-2024	A/E Selection			
* Hardin County - HVAC	Hardin	2022-2024	Design/Phase C			
* Jefferson County Judicial Center - Carpet and Paint	Jefferson	2022-2024	Planning			
Jessamine County	Jessamine	2020-2022	Design/Phase B			
Leslie County	Leslie	2022-2024	Design/Phase A			
Madison County (Renovation)	Madison	2020-2022	In Construction	44	09/16/24	
Oldham County (Renovation/Addition)	Oldham	2018-2020	In Construction	26	11/18/25	
Scott County	Scott	2020-2022	Design/Phase C			

* 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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Department of Education/Operations and Support Services						
* Construct Kentucky FFA Leadership Training Classrooms and Activity Center	Breckinridge	2022-2024	Design/Phase A			
Kentucky School for the Blind - Evans Hall Emergency Water Damage Restoration Comments: Contractor in process of replacing flooring and millwork	Jefferson	CPBOC-2/01/23	In Construction	75	02/29/24	
* Kentucky School for the Deaf Lee Hall Renovation Comments: Initial study complete and submitted. KDE to decide on next steps.	Boyle	2022-2024	Design/Phase A			
* 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/Closed Out	100	09/02/18	09/02/18
* KSD New Elementary Building	Boyle	2016-2018	Complete/Not Closed Out	100	02/21/19	02/21/19
* State Schools Dormitory and Cottage Renovations Comments: AE contract just signed and AE firm has started Phase A design	Multi	2022-2024	Design/Phase A			
* State Schools HVAC Pool - 2020-2022 - Kentucky School for the Deaf HVAC Reported to CPBOC on 11/17/2022 Comments: Consultant has completed initial assessment of facilities and has begun design on selected projects.	Boyle	Pool	Design/Phase A			
* State Schools Roof Repair and Replacement Pool - 2020-22 - Kentucky School for the Blind Roofs Reported to CPBOC on 7/21/2022	Jefferson	Pool	Complete/In Warranty	100	07/27/23	06/27/23
* State Schools Roof Repair and Replacement Pool - 2022-24 - Kentucky School for the Deaf Roofs Reported to CPBOC on 7/21/2022	Boyle	Pool	Construction/Multiple Bid Packs			
Education and Labor Cabinet/General Administration						
Construct Carl D. Perkins Fork Truck Storage and Training Building Comments: Hired a new structural engineer Poage to aid in design	Johnson	2022-2024	Design/Phase A			
Renovate Carl D. Perkins Medical Wing Comments: Waiting on contract to be issued for Omni Construction	Johnson	2022-2024	Bidding			
Renovate McDowell Vocational Rehabilitation Center Comments: Project is complete and is in warranty.	Jefferson	2022-2024	Complete/In Warranty	100	02/09/23	02/09/23

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Education and Labor Cabinet/KY Educational Television						
* Public Safety Emergency Warning and Alerting	Multi	2022-2024	Awaiting Initiation by Agency			
* Transmitter and Repack Addition to KET FCC Repacking - ancillary systems and equipment upgrades that the FCC program will not reimburse as well as replacement of microwave radios	Multi	2018-2020	Complete/Not Closed Out	100	08/01/19	08/01/19
Energy & Environment Cabinet/Environmental Protection						
* Maxey Flats Cap	Fleming	2012-2014	Construction/Multiple Bid Packs			
* Southern Wood Treatment Site	Montgomery	2022-2024	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Boltz Lake Dam	Grant	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Bullock Pen Lake Dam	Multi	Pool	Complete/Not Closed Out	100	08/02/21	08/02/21
* State-Owned Dam Repair - Cannon Creek Dam	Bell	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Clements Lake Dam	Rowan	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Marion County Sportsmans Club Lake Dam	Marion	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Scenic Lake Dam	Henderson	Pool	Complete/Closed Out	100	03/02/22	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 Reallocation from Upgrade State Data Center Readiness (\$112,320) and Council of State Governments Building Complex (\$77,380) Comments: Final building energy review ongoing.	Franklin	2020-2022	Complete/In Warranty	100	05/02/23	05/02/23
* Cabinet for Human Services Building - Escalators Replacement/Elevators Upgrade Comments: Asbestos abatement caused brief delay	Franklin	2022-2024	In Construction	26	11/29/24	
* Capitol Campus Renovation \$5 million was reallocated from Fourth Floor Capitol Renovation	Franklin	2020-2022	Design/Phase C			
* Capitol Campus Renovation - Phase II	Franklin	2022-2024	Awaiting Initiation by Agency			

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* DFSS Maintenance Pool - 2020-2022 and Historic Properties Deferred Maintenance - Berry Hill Mansion Reported to CPBOC on 10/25/2023 Comments: Show drawing review underway	Franklin	Pool	In Construction	0	07/15/24	
* DFSS Maintenance Pool - 2020-22 - Capitol Annex Exterior Repairs Reported to CPBOC on 9/29/2022	Franklin	Pool	In Construction	99	12/31/23	
* DFSS Maintenance Pool - 2020-22 - Governor's Mansion Chiller and Water Line Reported to CPBOC on 7/30/2021	Franklin	Pool	Complete/Not Closed Out	100	06/30/22	06/30/22
* DFSS Maintenance Pool - 2020-22 - Health Services Building, HVAC & Piping, Phase II Reported to CPBOC on 9/23/2021 Comments: Final controls issues being addressed	Franklin	Pool	In Construction	99	04/30/23	
* DFSS Maintenance Pool - 2020-22 - Libraries and Archives HVAC Replacement Reported to CPBOC on 5/19/2022	Franklin	Pool	In Construction	99	01/01/24	
* DFSS Maintenance Pools - CHR Central Utility Plant Optimization Reported to CPBOC on 10/27/2022	Franklin	Pool	In Construction	80	01/10/24	
* Elevator Upgrades Phase 1	Multi	2020-2022	In Construction	99	12/31/23	
* Fourth Floor Capitol Renovation \$5 million in bond funds authorized was reallocated to Capitol Campus Renovation	Franklin	2020-2022	Cancelled			
* HVAC Replacement - CHR Building Comments: Final energy review and adjustments ongoin.	Franklin	2016-2018	Complete/In Warranty	100	03/05/23	03/05/23
* HVAC Replacement and Repair COT Building Comments: Final testing for new Liebert controls in server areas underway.	Franklin	2020-2022	Construction/Multiple Bid Packs			
* HVAC Replacement/Rebuild-Variou - Central Lab Chiller Replacement Reported to CPBOC on 10/25/2023 Comments: Shop Drawing review underway	Franklin	Pool	In Construction	0	06/17/24	
* L & N Building Exterior Upgrade	Jefferson	2022-2024	Design/Phase A			

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* L&N Building Security and Structural Upgrades	Jefferson	2018-2020	Complete/Not Closed Out		03/20/22	03/20/22
* Upgrade Capitol Mechanical and Electrical System, Phase I	Franklin	2018-2020	Design/Phase C			
* Upgrade L&N Building	Jefferson	2016-2018	Construction/Multiple Bid Packs			
Comments: Assessment is complete. Designing first bid package for soffit repairs.						

General Government Cabinet/KY River Authority

Construct Lock and Dam 10	Multi	2016-2018	Complete/Not Closed Out	100	12/03/21	12/03/21
Design and Repair Dam 7	Multi	2022-2024	Awaiting Initiation by Agency			
Comments: Awaiting RFP						
Design Lock 5	Multi	2022-2024	Awaiting Initiation by Agency			
Comments: Awaiting RFP						
Locks 2 and 3 Upper Guide Wall Repairs	Multi	2022-2024	Cancelled			
Initiated under prior 2020-2022 authorization						
Comments: Project over budget and to be either rebid or packaged into another project.						

General Government Cabinet/Military Affairs

* Armory Modernization and DMA Maintenance Pools - 2018-20 - DMA Lexington NGA Interior Upgrade	Fayette	CPBOC-1/01/20	Complete/Not Closed Out	100	08/04/23	10/24/20
Submitted as new project rather than reported as a pool allocation						
* Armory Modernization Pool - 2018-20 - DMA Leitchfield Readiness Center Assembly Hall Addition	Grayson	Pool	Complete/Not Closed Out	100	03/15/21	03/15/21
Reported to CPBOC on 10/15/2019						
Construct Chargeable Housing Facility Wendell H. Ford Regional Training Center	Muhlenberg	2022-2024	Awaiting Initiation by Agency			
Construct Civil Support Team Facility	Jefferson	2022-2024	Awaiting Initiation by Agency			
* Construct Conditioned Storage Facility - Kentucky Emergency Management	Franklin	2022-2024	Design/Phase C			
Construct Field Maintenance Shop - Louisville	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Field Maintenance Shop 1 Addition - Ashland	Boyd	2022-2024	Awaiting Initiation by Agency			

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Construct Harold L. Disney Training Site Athletic Field	Knox	2022-2024	Awaiting Initiation by Agency			
Construct New Barracks at Harold L. Disney Training Site	Knox	2022-2024	Awaiting Initiation by Agency			
Construct New Barracks at Wendell H. Ford Regional Training Center	Muhlenberg	2022-2024	Awaiting Initiation by Agency			
* Construct Readiness Center Somerset	Pulaski	2022-2024	Awaiting Initiation by Agency			
Construct Response Group Building KyANG Phase 1	Jefferson	2018-2020	Complete/Not Closed Out		04/22/22	04/22/22
Construct Support Building Wendell H. Ford Regional Training Center	Muhlenberg	2022-2024	Awaiting Initiation by Agency			
DMA Appalachian Challenge Academy Upgrades	Harlan	CPBOC-5/01/22	Complete/Not Closed Out	100	09/09/22	09/09/22
* DMA Barbourville Readiness Center Latrine Upgrade	Knox	CPBOC-6/01/20	Complete/Closed Out	100	10/18/22	10/18/22
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 Rear Access Control Point	Franklin	CPBOC-5/01/22	In Construction	86	01/10/24	
* 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	In Construction	85	03/15/24	
DMA Construct Burlington Field Maintenance Shop	Boone	CPBOC-5/01/22	Design/Phase B			
DMA Construct Joint Force Headquarters Boone National Guard Center	Franklin	CPBOC-1/01/20	In Construction	99	11/28/23	
Comments: Minor complications in close out due to busted coil on ceiling unit. Cleanup complete						
* DMA Danville Readiness Center Interior Restoration	Boyle	CPBOC-7/01/22	Complete/In Warranty	100	07/19/23	07/19/23
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	In Construction	99	09/27/23	
Comments: Final pay app is in processing.						
DMA Murray Readiness Center Interior Restoration	Calloway	CPBOC-8/01/21	Complete/In Warranty	100	06/20/23	05/23/23

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DMA Records Holding Facility - Boone National Guard Center	Franklin	CPBOC-10/01/17	Complete/Not Closed Out	100	12/07/18	07/02/19
* DMA Richmond Readiness Center Interior Modernization	Madison	CPBOC-6/01/20	Complete/Not Closed Out	100	11/09/21	11/09/21
DMA Springfield Readiness Center Latrine Restoration	Washington	CPBOC-8/01/21	Complete/Not Closed Out	100	08/17/22	08/17/22
DMA Wendell H. Ford Regional Training Center 1103rd Military Police RC/Provost/Welcome Center	Muhlenberg	CPBOC-6/01/20	Complete/Not Closed Out	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	In Construction	1	01/21/25	
DMA Wendell H. Ford Regional Training Center Fire Station Addition	Muhlenberg	CPBOC-6/01/20	Complete/Not Closed Out	100	09/02/21	09/27/21
Install Solar Energy Photovoltaic Panels	Multi	2022-2024	Awaiting Initiation by Agency			
Install Solar Panels at Armories Statewide	Multi	2018-2020	Construction/Multiple Bid Packs			
Comments: Finishing up final install from this fund.						
Install Solar Panels at Armories Statewide	Multi	2022-2024	Awaiting Initiation by Agency			
Replace and Repair Roofs Bluegrass Station	Fayette	2022-2024	Awaiting Initiation by Agency			
Comments: Still pending UA initiation						

General Government Cabinet/Veterans' Affairs

* Construct Bowling Green Veterans Center	Warren	2020-2022	In Construction	27	08/07/24	
* Design and Preconstruction - Bowling Green Veterans Center	Warren	Other	In Construction	27	08/07/24	
Authorization - House Bill 24 (2020 Regular Session)						
Emergency Replacement Nurse Call System - Western KY Veterans' Center	Hopkins	CPBOC-11/01/20	In Construction	99	01/29/24	
Expansion of Lawn Crypts - Kentucky Veterans Cemetery West	Christian	2022-2024	In Construction	1	03/02/24	
* Nurse Call System	Multi	2018-2020	Complete/Closed Out	100	09/30/22	09/30/22

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* Radcliff Veterans Center - Emergency Nurse Call System Replacement Comments: Equipment on order.	Hardin	CPBOC-12/01/23	In Construction	1	09/07/24	
* Radcliff Veterans' Center Building Repairs	Hardin	CPBOC-6/01/22	In Construction	0	04/21/24	
Replace Cooling Towers and Domestic Water System - Eastern Kentucky Veterans Center	Perry	2022-2024	Complete/In Warranty	100	08/06/23	08/06/23
* Replace Heating and Cooling Systems - Western Kentucky Veterans Center	Hopkins	2022-2024	Design/Phase A			

Health and Family Services Cabinet/Behavioral Health

* Electrical & Telecom Upgrade-Western State Hospital Phase II Comments: Project delayed doing 600 AMP switches and 1200 AMP ATS. Conductor is still being pulled to panels.	Christian	2018-2020	In Construction	25	12/10/24	
* Electrical System Upgrade at Western State Hospital - Design Comments: Fund being used to design phase 3	Christian	2012-2014	Design/Phase C			
* HVAC System Replacement - Hazelwood Comments: Remaining funds used to replace HVAC at the Meyers wing.	Jefferson	2018-2020	Construction/Multiple Bid Packs			
* Oakwood Renovate/Replace Cottages - Phase II Comments: RTAs expected soon.	Pulaski	2020-2022	Bidding			
* Oakwood Renovate/Replace Cottages - Phase III Comments: Awaiting RFP	Pulaski	2022-2024	Awaiting Initiation by Agency			
* Oakwood Replace, Upgrade, and Enhance Generators Comments: ATS expected in April then installation plus commissioning to follow.	Pulaski	2020-2022	In Construction	80	07/05/24	
* Renovate/Replace Cottages - Oakwood, Phase I	Pulaski	2018-2020	Complete/Not Closed Out	100	03/04/22	03/04/22
* Western State Hospital - HVAC and Electrical Upgrades	Christian	2022-2024	Awaiting Initiation by Agency			
* Western State Hospital-Electrical Upgrade - Phase III Comments: Proceeding to phase C	Christian	2020-2022	Design/Phase C			
* Western State Hospital-Electrical Upgrade-Phase I	Christian	2016-2018	Complete/Not Closed Out	100	03/01/21	04/26/19

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Health and Family Services Cabinet/General Administration						
* CHFS Maintenance Pool - 2020-2022 - OUT-Repair/Replace Water Tower (Outwood Facility) Reported to CPBOC on 4/25/2023	Christian	Pool	In Construction	4	07/06/24	
Health and Family Services Cabinet/Medicaid Administration						
Renovate CHR Complex Sixth Floor	Franklin	2022-2024	Design/Phase A			
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 Pool - 2022-24 - Blackburn Correctional Complex Selected Low Slope Roof Repl Reported to CPBOC on 9/27/2023	Fayette	Pool	Awaiting Initiation by Agency			
* Corrections Maintenance Pool - 2022-24 - Eastern Kentucky Correctional Complex Repairs & Renovations Reported to CPBOC on 3/29/2023	Morgan	Pool	Planning			
* Corrections Maintenance Pool - 2022-24 - Mechanical, Electrical, & Plumbing Design - WEST Reported to CPBOC on 11/15/2023 Comments: Various scopes being developed	Multi	Pool	Design/Phase A			
* Corrections Maintenance Pool - 2022-24 - Northpoint Training Center Selected Low Slope Roof Repl Reported to CPBOC on 9/27/2023	Boyle	Pool	Awaiting Initiation by Agency			
* Corrections Maintenance Pool - 2022-24 - Roofing Design - East Reported to CPBOC on 7/31/2023	Multi	Pool	Bidding			
* Corrections Maintenance Pools - Blackburn Correctional Complex - New Gymnasium Building Reported to CPBOC on 10/25/2023 Comments: Omni was the low bidder.	Fayette	Pool	Awarding Contract			

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* 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: Punch list being developed this week.	Muhlenberg	Pool	In Construction	99	09/29/23	
* Corrections Maintenance Pools - Kentucky State Penitentiary 5 Cellhouse Sewer Repairs Reported to CPBOC on 12/15/2022 Comments: Sewer pipe replacement is 40% complete.	Lyon	Pool	In Construction	40	02/25/24	
* Corrections Maintenance Pools - Roederer Correctional Complex Kitchen Drain Line Repair/Replacement Reported to CPBOC on 10/27/2022 Comments: All kitchen sewer work is complete. Kitchen is operational and is being utilized. Remaining work is exterior paving which is mostly complete.	Oldham	Pool	In Construction	99	12/30/24	
* Corrections Maintenance Pools - Western Kentucky Correctional Complex Operation Building HVAC	Lyon	Pool	In Construction	1	09/16/24	
* 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	In Construction	50	12/07/24	
* 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	Construction/Multiple Bid Packs			
* Generator Replacement - Various Facilities Reallocation from Install Emergency Generators - Luther Lockett and Green River (\$5.7 million)	Multi	2020-2022	Construction/Multiple Bid Packs			
Green River Correctional Complex Fire Building K Power House Comments: New generator has been ordered. Ship date is late 2024.	Muhlenberg	CPBOC-4/01/23	In Construction	80	02/01/25	
* Kentucky Correctional Institution for Women-Sewer Plant/Line	Shelby	2016-2018	In Construction	95	02/10/24	

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Comments: New sewer line is operational and facility is on MSD system. Old sewer plant is offline. Demo has started on old plant and is last remaining construction item.						
* Kentucky State Penitentiary - Security Fence Addition	Lyon	2022-2024	Design/Phase B			
Comments: Currently, project is over budget due to stone masonry walls needing extensive repairs prior to installing new fence.						
* Little Sandy Correctional Complex - Expansion - Replace Reformat	Elliott	2022-2024	In Construction	50	12/07/24	
* Relocate Medical Services	Fayette	2022-2024	Construction/Multiple Bid Packs			
* Repair and Stabilize Tower Kentucky State Reformatory	Oldham	2016-2018	Cancelled			
\$3.716 million of the \$3.797 million in bond funds authorized was reallocated to Demolish & Repair Tower KSR						
* Repair/Replace Roofs - Eastern Kentucky Correctional Complex	Morgan	2020-2022	Complete/In Warranty	100	01/13/23	01/13/23
* Replace Perimeter Fence, Kentucky State Reformatory	Oldham	2018-2020	Cancelled			
\$2.8 million of the \$3.116 million in bond funds authorized was reallocated to Design Relocation of Corrections Medical Facility						
* Stabilization of Dorm 8 Kentucky State Reformatory	Oldham	2016-2018	Cancelled			
\$4.155 million in bond funds authorized was reallocated to Demolish and Repair Tower KSR						
* Various - Water Tower Painting/Repairs	Multi	2022-2024	Design/Phase B			
Comments: Moving into phase B design.						
Justice and Public Safety Cabinet/Criminal Justice Training						
Criminal Justice Training Maintenance Pool - 2020-22 - Schwendeman-Thompson HVAC & Bldng Sys Upgrade	Madison	Pool	Complete/In Warranty	100	04/02/23	04/02/23
Reported to CPBOC on 9/23/2021						
Comments: Awaiting Final invoice from Contractor.						
* New Indoor Firing Range	Madison	2022-2024	In Construction	8	12/24/24	
Justice and Public Safety Cabinet/Juvenile Justice						
* Assess & Design Renovation Jefferson County Youth Detention Center	Jefferson	Other	Design/Phase A			
House Bill 3 (2023 Regular Session)						

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* Phase I - Renovate Jefferson County Youth Detention Center House Bill 3 (2023 Regular Session)	Jefferson	Other	Design/Phase A			
* Regional Model - Detention Centers Consultant Senate Bill 162 (2023 Regular Session)	Multi	Other	Design/Phase A			
* Renovation Jefferson Regional Juvenile Detention Facility House Bill 3 (2023 Regular Session)	Jefferson	Other	Design/Phase B			
* Security Upgrades - Juvenile Detention Centers Senate Bill 162 (2023 Regular Session)	Multi	Other	Design/Phase A			
Justice and Public Safety Cabinet/State Police						
* KY Emergency Warning System (KEWS) Fiberglass Shelter Replacement	Multi	2022-2024	Awaiting Initiation by Agency			
* Posts 7 (Richmond) & 10 (Harlan) Construction	Multi	2022-2024	Design/Phase A			
Postsecondary Education Cabinet/Kentucky State University						
Acquire Land/Campus Master Plan	Franklin	2022-2024	Design/Phase C			
* Asset Preservation Pool - 2022-2024	Franklin	2022-2024	Awaiting Initiation by Agency			
Construct New Residence Hall Approved pursuant to KRS 45.763 CPBOC approved development agreement on April 20, 2021 Comments: Closing out documents	Franklin	2020-2022	In Construction	99	05/26/23	
Mold Remediation and Mechanical Repairs - The Halls	Franklin	CPBOC-2/01/19	Complete/Not Closed Out	100	07/26/19	07/26/19
Renovate Hunter Hall	Franklin	CPBOC-7/01/21	Complete/In Warranty	100	05/19/23	05/18/23
Postsecondary Education Cabinet/KY Community and Technical College System						
Acquire and Improve Parking Lots - Jefferson CTC	Multi	2020-2022	Complete/In Warranty	100	07/15/23	07/15/23
Acquire Property - Bluegrass Community and Technical College, Winchester	Clark	CPBOC-10/01/23	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-24 - Ashland Community and Technical College Roof Replacements	Multi	Pool	Construction/Multiple Bid Packs			

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Reported to CPBOC on 7/31/2023 Comments: Developing final scopes of work for remaining funds.						
* Asset Preservation Pool - 2022-24 - Big Sandy Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Bidding			
* Asset Preservation Pool - 2022-24 - Gateway Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Bidding			
* Asset Preservation Pool - 2022-24 - Gateway CTC Mechanical Equipment and Controls Reported to CPBOC on 7/31/2023 Comments: Contractor providing submittals. Construction to start spring of 2024.	Multi	Pool	In Construction	5	01/18/25	
* Asset Preservation Pool - 2022-24 - Henderson CC Student Center Relocation and Demolition Reported to CPBOC on 7/31/2023	Henderson	Pool	Complete/Not Closed Out	100	02/06/23	02/06/23
* Asset Preservation Pool - 2022-24 - KCTCS East Colleges Fire Alarm Upgrades Group Two Reported to CPBOC on 7/31/2023 Comments: Initial bid pack for Bluegrass CC has been awarded and construction has started. Second bid pack for Hazard CC came in over budget and is being rebid.	Multi	Pool	Construction/Multiple Bid Packs			
* Asset Preservation Pool - 2022-24 - KCTCS West Colleges Fire Alarm Upgrades Group One Reported to CPBOC on 7/31/2023 Comments: Initial bid came in over budget and is being rebid.	Multi	Pool	Bidding			
* Asset Preservation Pool - 2022-24 - Madisonville Community College Glema Mahr Roof Reported to CPBOC on 9/29/2022	Hopkins	Pool	Complete/In Warranty	100	06/16/23	06/16/23
* Asset Preservation Pool - 2022-24 - Madisonville Community College Renovate Aviation Center Reported to CPBOC on 7/31/2023 Comments: We are adding handrails and parking bumpers to project vis change order.	Muhlenberg	Pool	In Construction	99	11/18/23	
* Asset Preservation Pool - 2022-24 - Maysville Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Bidding			

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* Asset Preservation Pool - 2022-24 - Maysville Community and Technical College Upgrade Fire Alarms Reported to CPBOC on 7/31/2023	Multi	Pool	Bidding			
* Asset Preservation Pool - 2022-24 - Renovate Academic Building - Hopkinsville Community College Reported to CPBOC on 9/27/2023	Christian	Pool	Design/Phase C			
* Asset Preservation Pool - 2022-24 - Replace Hartford Building Phase I - Jefferson CTC Reported to CPBOC on 9/27/2023	Jefferson	Pool	Design/Phase C			
* Asset Preservation Pool - 2022-24 - Somerset Community College Life Safety Upgrades Reported to CPBOC on 7/31/2023	Multi	Pool	Design/Phase A			
* Asset Preservation Pool - 2022-24 - Somerset Community College Upgrade HVAC South Campus Reported to CPBOC on 7/31/2023	Pulaski	Pool	In Construction	5	11/28/24	
* Asset Preservation Pool - 2022-24 - Southeast Kentucky CTC Mechanical Equipment Upgrades Reported to CPBOC on 7/31/2023	Multi	Pool	Construction/Multiple Bid Packs			
* Asset Preservation Pool - 2022-24 - Southeast Kentucky CTC Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Awarding Contract			
* Asset Preservation Pool - 2022-24 - Upgrade Life and Fire Safety - Owensboro CTC Reported to CPBOC on 9/27/2023 Comments: Contract just awarded. Preconstruction meeting was 12/13/23. Contractor processing equipment submittals	Multi	Pool	In Construction	1	03/07/25	
* Asset Preservation Pool - 2022-24 - Water Infiltration Remediation - Maysville CTC Reported to CPBOC on 9/27/2023	Multi	Pool	Bidding			
* Asset Preservation Pool - 2022-24 - West Kentucky CTC Parking Lots and Sidewalks Reported to CPBOC on 7/31/2023 Comments: 2 parking areas are complete, concrete sidewalk construction is beginning and will take place over the winter months, remaining paving will take place in spring when temps are again favorable for asphalt.	Multi	Pool	In Construction	30	04/01/24	
* Asset Preservation Pool - 2022-24 - West Kentucky CTC Renovate Main Campus	McCracken	Pool	In Construction	10	10/07/24	

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Reported to CPBOC on 7/31/2023 Comments: Roof project will be complete by May 2024 Switchgear project is scheduled for completion 10/7/2024 but material delays will likely prolong the project						
Bluegrass CTC Newtown Administration Building Expansion	Fayette	CPBOC-4/01/23	Design/Phase C			
* Construct Advanced Manufacturing Facility - Bluegrass CTC	Scott	2014-2016	Complete/Not Closed Out	100	12/28/17	12/28/17
Construct Fire Commission Five Story Training Drill Tower Comments: Agency is ordering tower via master agreement with a vendor. Foundation and site work is complete.	Muhlenberg	2020-2022	In Construction	5	12/31/23	
Construct Fire Commission NRPC Classroom Building	Muhlenberg	2020-2022	In Construction	94	01/10/24	
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 On-Site Training Center - Hardin County Senate Bill 5 (2021 Extraordinary Session)	Hardin	Other	In Construction	70	03/28/24	
Construct Parking Garage - Jefferson CTC Comments: Recent bid exceeded available funds; project scope is being revised and will be rebid.	Jefferson	2022-2024	Revising/Rebidding			
* Construct Student/Classroom [Instructional Facility] - Bluegrass CTC Newtown	Fayette	2022-2024	A/E Selection			
Construct/Procure Transportation Center - Elizabethtown CTC	Hardin	2020-2022	Awaiting Initiation by Agency			
Emergency Building Repairs, Hazard Community and Technical College	Knott	CPBOC-11/01/22	In Construction	87	12/30/23	
Emergency Building Repairs, Southeast Kentucky Community and Technical College	Letcher	CPBOC-11/01/22	In Construction	15	07/30/24	
* Expand Leitchfield Campus - Elizabethtown CTC	Grayson	2022-2024	A/E Selection			
Mobile Healthcare Labs - Owensboro Community and Technical College	Multi	CPBOC-10/01/23	Awaiting Initiation by Agency			
Nursing Program Renovation - Big Sandy Community and Technical College, Pikeville Comments: Selection complete, scheduling programming meetings.	Pike	CPBOC-10/01/23	A/E Selection			
Procure Postsecondary Education Center Phase II - Maysville CTC	Rowan	2022-2024	Awaiting Initiation by Agency			

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Property Acquisition - Fire Commission	Laurel	2022-2024	Awaiting Initiation by Agency			
Property Acquisition - Hopkinsville CC	Christian	2022-2024	Awaiting Initiation by Agency			
Relocate and Demolish Student Center - Henderson CC Asset Preservation Pool - 2022-2024 authorization will be used instead	Henderson	2022-2024	Complete/In Warranty	100	02/06/23	03/10/23
Renovate Administration Building - Bluegrass CTC Newtown	Fayette	2022-2024	Design/Phase B			
Renovate Advance Manufacturing and Construction Center - Hazard CTC	Perry	2020-2022	Design/Phase C			
Renovate Dental Hygiene Clinic - Big Sandy CTC - Mayo Campus	Johnson	2018-2020	Complete/Not Closed Out	100	10/17/22	10/17/22
Renovate Industrial Education Building - Hazard CTC	Perry	2020-2022	Design/Phase C			
Renovate Laurel South Campus Phase I - Somerset CC Comments: Project scope of work included a Feasibility Study only. Study was received 8/4/2023.	Laurel	2022-2024	Planning			
Renovate Main Campus Buildings - Southcentral Kentucky CTC	Warren	2022-2024	Design/Phase B			
Renovate Newtown Campus North Buildings - Bluegrass CTC	Fayette	2020-2022	In Construction	25	06/12/24	
* Renovate Occupational Technical Building Phase I - Elizabethtown CTC	Hardin	2022-2024	Design/Phase A			
Renovate Science Building Labs - Elizabethtown CTC	Hardin	2022-2024	Design/Phase A			
Renovate Student Center Building - Elizabethtown CTC Comments: Working through punch list items	Hardin	2016-2018	In Construction	99	08/12/23	
Replace Hartford Building Phase I - Jefferson CTC	Jefferson	2022-2024	Bidding			
Replace Windows and Doors - Somerset CC	Pulaski	2022-2024	Design/Phase A			
Roof Replacement, Franklin Simpson Center - Southcentral Kentucky Community and Technical College Comments: Design in progress	Franklin	CPBOC-10/01/23	Design/Phase A			
Roof Replacements - Ashland CTC Asset Preservation Pool - 2022-2024 authorization will be used instead Comments: Applying cap rolls. Very near completion	Multi	2022-2024	In Construction	97	12/24/23	

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Signage - Southcentral Kentucky Community and Technical College Comments: Contract should be awarded soon.	Warren	CPBOC-10/01/23	Awarding Contract			
Upgrade ADA - Somerset CC	Multi	2022-2024	Design/Phase A			
Upgrade Newtown Campus Buildings and Infrastructure - Bluegrass	Fayette	2016-2018	Complete/Not Closed Out	100	12/27/21	12/27/21
Upgrade Welding Shop - Big Sandy CTC - Mayo Campus	Johnson	2018-2020	Complete/Not Closed Out	100	11/10/23	07/17/21
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Bluegrass CTC, Danville \$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.	Boyle	Pool	Complete/Not Closed Out	100	03/09/21	01/26/21
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Jefferson CTC, Downtown Match for \$15.2 million bond funded Workforce Development Construction Pool allocation was approved by CPBOC on 9/19/2017.	Jefferson	Pool	Complete/Not Closed Out	100	09/30/21	09/30/21
Workforce Development Construction Pool - Renovate Leestown Campus - Bluegrass CTC \$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: Still pending authorization	Fayette	2016-2018	Pending Authorization			
* Workforce Development Construction Pool - Welding Facility Renov./Training Lab Addit. - Hopkinsville 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.	Christian	Pool	Complete/Not Closed Out	100	09/11/20	09/11/20

Postsecondary Education Cabinet/KY Higher Education Assistance Authority

KHEAA Building - HVAC and Roof Repair Comments: No issues	Franklin	2022-2024	In Construction	60	02/26/24	
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Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources

Ballard Wildlife Management Area "Big Pump" Comments: COMPLETED BY THIRD PARTY	Ballard	CPBOC-5/01/22	Design/Phase C			
Belvedere Farm Property Acquisition Comments: ACQUISITION COMPLETE - PROJECT WILL BE CLOSED	Breckinridg	CPBOC-4/01/23	Other			

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Camp Currie Dining Hall Construction	Marshall	2016-2018	Complete/Not Closed Out	100	05/25/18	05/25/18
Camp Earl Wallace Dining Hall Construction	Cumberland	2022-2024	Planning			
Critical Species Investigation Building	Franklin	CPBOC-11/01/22	Design/Phase B			
FILO Office Space	Franklin	2016-2018	Complete/Not Closed Out	100	03/01/18	04/26/18
FILO Stream Mitigation Projects Pool - Bender Hollow Reported to CPBOC on 10/21/2021	Lincoln	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Big Farm Reported to CPBOC on 9/20/2016	Bath	Pool	Complete/Not Closed Out	100	02/08/22	02/08/22
FILO Stream Mitigation Projects Pool - Big Rivers Wetland Reported to CPBOC on 10/21/2021	Multi	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Blue Spring Creek Reported to CPBOC on 4/14/2020	Trigg	Pool	Revising/Rebidding			
FILO Stream Mitigation Projects Pool - Broke Leg Creek Reported to CPBOC on 11/17/2022	Morgan	Pool	Design/Phase B			
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 - Dodge Gap Jefferson County Memorial Forest Reported to CPBOC on 5/23/2023	Jefferson	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Ferguson Creek Reported to CPBOC on 5/23/2023	Livingston	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Gabbard Branch	Butler	Pool	Design/Phase A			

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Reported to CPBOC on 11/15/2023						
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 - Harrison Fork Reported to CPBOC on 12/14/2023	Nelson	Pool	Design/Phase C			
FILO Stream Mitigation Projects Pool - Horse Mill Reported to CPBOC on 1/18/2022	Morgan	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Ivy Creek Reported to CPBOC on 11/15/2023	Warren	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	Complete/Not Closed Out	100	11/01/22	03/31/22
FILO Stream Mitigation Projects Pool - Mill Creek Reported to CPBOC on 11/17/2022	Jefferson	Pool	Design/Phase A			
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 - Mud Camp Reported to CPBOC on 9/29/2022	Cumberland	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek I Reported to CPBOC on 1/18/2022	Boone	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek II Reported to CPBOC on 10/21/2021	Boone	Pool	Design/Phase B			

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FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek III Reported to CPBOC on 10/21/2021	Boone	Pool	Design/Phase B			
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 - Rolling Fork WMA - Stillwell Branch Reported to CPBOC on 9/29/2022	Larue	Pool	Design/Phase B			
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 AMP Reported to CPBOC on 11/15/2023	Lee	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Ross Creek III, Lee County Will be reported to committee after design phase	Lee	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Staggs Branch Reported to CPBOC on 9/29/2022	Lewis	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Steep Creek Reported to CPBOC on 11/17/2022	Boone	Pool	Design/Phase A			
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			
Lakes and Streams Branch Building	Franklin	CPBOC-11/01/22	Design/Phase B			

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Veteran's Memorial Wildlife Management Area - Public Shooting Range	Scott	CPBOC-5/01/22	Design/Phase C			
Tourism, Arts & Heritage Cabinet/KY Center for the Arts						
Exterior Repair and Restoration	Jefferson	2022-2024	Design/Phase C			
KCA - Fire Damage Restoration	Jefferson	CPBOC-9/01/18	Complete/Closed Out		03/10/20	03/10/20
Tourism, Arts & Heritage Cabinet/KY Horse Park						
* Barn Repair and Upgrades	Fayette	2022-2024	In Construction	8	06/06/24	
* Covered Arena and Rolex Stadium	Fayette	2022-2024	Design/Phase C			
Emergency Rolex Stadium Roof Damage	Fayette	CPBOC-9/01/23	In Construction	52	04/01/24	
* Renovate International Museum of the Horse	Fayette	2022-2024	Design/Phase C			
* Replace Roofs - Museum, Gatehouse, Visitor Center	Fayette	2022-2024	Bidding			
Tourism, Arts & Heritage Cabinet/Parks						
Fort Boonesborough - Parkwide - Flood Reconstruction	Madison	CPBOC-7/01/21	Complete/Not Closed Out	100	12/14/21	05/15/22
General Butler Lodge - Freeze Damage Repairs	Carroll	CPBOC-4/01/23	Bidding			
* HB 268 Pool - Kentucky Dam Village Infrastructure Sewer Upgrades (Phase I) Reported to CPBOC on 12/15/2022 Comments: Project is nearing completion	Marshall	Pool	In Construction	99	08/28/23	
* HB 268 Pool - Kingdom Come Water Infrastructure Upgrade Reported to CPBOC on 2/21/2023 Comments: Design Build Project.	Harlan	Pool	Other			
* HB 268 Pool - Lake Barkley Sewer Infrastructure Upgrade Reported to CPBOC on 2/21/2023 Comments: Progress is progressing fine.	Trigg	Pool	In Construction	87	11/14/23	
* HB 268 Pool - Lake Barkley Water Infrastructure Upgrade	Trigg	Pool	In Construction	89	11/14/23	

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Reported to CPBOC on 2/21/2023 Comments: Progressing per schedule, no issues.						
* HB 268 Pool - Water and Sewer Upgrades - West Reported to CPBOC on 5/18/2021	Multi	Pool	Design/Phase C			
Lake Barkley Lodge Fire Repairs	Trigg	CPBOC-4/01/22	Complete/In Warranty	100	02/15/23	02/15/23
* Upgrade Guest Accommodations Comments: Planning stage	Multi	2014-2016	Planning			
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)	Jefferson	Pool	Planning			
* Agricultural Development Board - Entry Gate Remodel (Kentucky Exposition Center) Comments: New entry gates for gate 1 and gate 6 are complete. The gates include new booths and new digital signage. Remaining funds are being used for new crash gate for gate 1. That is substantially complete.	Jefferson	Pool	Construction/Multiple Bid Packs			
* Freedom Hall Sewer Line Replacement	Jefferson	2014-2016	Complete/Not Closed Out	100	08/24/17	08/24/17
* 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			
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Freedom Hall Acoustic Reported to CPBOC on 4/25/2023	Jefferson	Pool	Awaiting Initiation by Agency			
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Freedom Hall Seating Repl Reported to CPBOC on 4/25/2023	Jefferson	Pool	Awaiting Initiation by Agency			

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* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Gate Replacements Reported to CPBOC on 4/25/2023	Jefferson	Pool	In Construction	95	12/29/23	
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center Security Reported to CPBOC on 2/21/2023 Comments: Very close to completion	Jefferson	Pool	In Construction	30	12/15/23	
Transportation Cabinet/Department of Highways						
* Transportation Warehouse Facility Renovation or Replacement	Franklin	2020-2022	Complete/Not Closed Out	100	04/08/22	03/15/22
Transportation Cabinet/Gen Admin & Support (Transp)						
* Construct Ballard County Maintenance Facility and Salt Storage Structure	Ballard	2012-2014	Revising/Rebidding			
* Construct Bath County Maintenance and Salt Storage Facility	Bath	2022-2024	Awaiting Initiation by Agency			
* Construct Boyle County Bridge Crew Facility Comments: Design is progressing	Boyle	2022-2024	Design/Phase A			
* Construct Breckinridge County Maintenance and Salt Storage Facility	Breckinridge	2022-2024	Awaiting Initiation by Agency			
* Construct Casey County Maintenance Facility	Casey	2020-2022	Complete/Not Closed Out	100	06/28/22	06/28/22
* Construct Clay County District 11 Office Reallocation from Construct Manchester (D-11) District Office (\$7.445 million)	Clay	2018-2020	Design/Phase B			
* Construct District 2 Office and Materials Lab	Hopkins	2022-2024	Awaiting Initiation by Agency			
* Construct Hart County Maintenance and Salt Storage Facility	Hart	2022-2024	Awaiting Initiation by Agency			
* Construct Hopkins County Maintenance Facility and Salt Storage Structure Comments: Contractor claims material delays	Hopkins	2018-2020	In Construction	99	08/18/23	
* 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 Mercer County Maintenance and Salt Storage Facility	Mercer	2022-2024	Awaiting Initiation by Agency			
* Construct Morgan County Maintenance and Salt Storage Facility	Morgan	2022-2024	Awaiting Initiation by Agency			
* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	Muhlenberg	2012-2014	Complete/Not Closed Out		07/08/18	07/05/18
* Construct Regional Salt Structures	Multi	2022-2024	Design/Phase A			
* Construct Union County Maintenance and Salt Storage Facility	Union	2022-2024	Awaiting Initiation by Agency			
* Construct Whitley County Maintenance/Salt Structure	Whitley	2020-2022	Design/Phase A			
* District 6 Office and Materials Lab House Bill 490 (2022 Regular Session) amended authorized project amount	Kenton	2020-2022	In Construction	55	05/30/24	
* Permanent Salt Conveyor System - Graves County	Graves	2022-2024	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).

QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

Reporting Agency: Finance and Administration Cabinet
 Report Quarter: 2024-1 (January)
 Print Date: 01/17/2024

<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
Department of Education/Operations and Support Services			
* KSB Howser Hall Renovation	07/13/20	\$13,183.00	Agency in process of closing out project
* KSD New Elementary Building	03/21/20	\$61,694.97	Agency in process of closing out
Education and Labor Cabinet/KY Educational Television			
* Transmitter and Repack	09/01/20	\$420,108.91	Awaiting Agency to close out project.
Energy & Environment Cabinet/Environmental Protection			
* State-Owned Dam Repair - Bullock Pen Lake Dam	09/02/22	\$36,938.81	Working to liquidate encumbrances and close out project.
Finance and Administration Cabinet/Facilities & Support Services			
* DFSS Maintenance Pool - 2020-22 - Governor's Mansion Chiller and Water Line	07/30/23	\$10,000.00	In process of being closed out.
* L&N Building Security and Structural Upgrades	04/20/23	\$500,000.00	Remaining funds are being utilized for security gates for parking lot
General Government Cabinet/KY River Authority			
Construct Lock and Dam 10	01/03/23	\$1,483,743.44	Needed to pay a lynn imaging bill which has been paid. Agency to sweep the funds and project can be closed.
General Government Cabinet/Military Affairs			
* Armory Modernization and DMA Maintenance Pools - 2018-20 - DMA Lexington NGA Interior Upgrade	11/24/21	\$2,200.00	Pending Final Completion Certificate and will be in Warranty
* Armory Modernization Pool - 2018-20 - DMA Leitchfield Readiness Center Assembly Hall Addition	04/15/22	\$12,685.83	Waiting on agency to close project.
Construct Response Group Building KyANG Phase 1	05/22/23	\$276,779.61	Final Warranty inspections invoicing in processing. Project to close out upon payment.
DMA Appalachian Challenge Academy Upgrades	10/09/23	\$139,867.91	Awaiting Agency to close out account.
DMA Bluegrass Station Building 415 Modification	04/08/22	\$34,081.00	Will request it be closed
* DMA Boone National Guard Center Emergency Operations Center Renovation	10/22/21	\$37,928.98	Waiting on agency to close project.
DMA Interior Renovation Wellman Armory - Boone National Guard Center	05/29/20	\$112,925.06	Awaiting Agency to close out project
DMA Records Holding Facility - Boone National Guard Center	08/02/20	\$109,457.22	Awaiting Agency to close project.
* DMA Richmond Readiness Center Interior Modernization	12/09/22	\$22,586.00	Will request it be closed

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Reporting Agency: Finance and Administration Cabinet
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Print Date: 01/17/2024

<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
DMA Springfield Readiness Center Latrine Restoration	09/17/23	\$11,744.85	Awaiting Agency to close out project
DMA Wendell H. Ford Regional Training Center 1103rd Military Police RC/Provost/Welcome Center	12/13/22	\$142,185.49	Awaiting agency
DMA Wendell H. Ford Regional Training Center Bridge	12/18/21	\$44,299.99	Awaiting agency
DMA Wendell H. Ford Regional Training Center Fire Station Addition	10/27/22	\$6,410.25	Awaiting agency
Health and Family Services Cabinet/Behavioral Health			
* Renovate/Replace Cottages - Oakwood, Phase I	04/04/23	\$108,000.00	Project is under Scott Baker supervision. I've verified money and will notify Scott to change PM's.
* Western State Hospital-Electrical Upgrade-Phase I	05/26/20	\$20,161.22	Funds being used for design fee's for phase 2 & 3
Postsecondary Education Cabinet/Kentucky State University			
Mold Remediation and Mechanical Repairs - The Halls	08/26/20	\$32,812.56	Final review is complete. Liquidating Delivery Orders to close out fund.
Postsecondary Education Cabinet/KY Community and Technical College System			
* Asset Preservation Pool - 2022-24 - Henderson CC Student Center Relocation and Demolition	03/06/24	\$1,420,002.32	Agency is running another project from this fund.
* Construct Advanced Manufacturing Facility - Bluegrass CTC	01/28/19	\$40,631.00	Will request project be closed-out.
Construct National Responder Preparedness Center Parking Lot (Driving Course) - Fire Commission	02/04/22	\$315,162.84	Agency is funding another project from this fund.
Renovate Dental Hygiene Clinic - Big Sandy CTC - Mayo Campus	11/17/23	\$274.00	Will recommend close-out
Upgrade Newtown Campus Buildings and Infrastructure - Bluegrass	01/27/23	\$239,370.00	Will request it be closed.
Upgrade Welding Shop - Big Sandy CTC - Mayo Campus	08/17/22	\$40,600.00	Closing project down and UA will complete hook-up of equipment due to delays in ordering.
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Bluegrass CTC, Danville	02/26/22	\$1,783.00	Will request close-out
* Workforce Development Construction Pool - Constr. Adv. Manuf. Ctr. - Jefferson CTC, Downtown	10/30/22	\$10,000.00	In process of being closed out
* Workforce Development Construction Pool - Welding Facility Renov./Training Lab Addit. - Hopkinsville	10/11/21	\$98,365.56	Agency still purchasing equipment
Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources			
Camp Currie Dining Hall Construction	06/25/19	\$320,871.77	ERROR

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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>
FILO Office Space	05/26/19	\$21,990.12	waiting for awnings for building
FILO Stream Mitigation Projects Pool - Big Farm	03/08/23	\$601,335.76	in Corps required monitoring period
FILO Stream Mitigation Projects Pool - Goose Creek	04/01/21	\$19,115.56	in Corps required monitoring period
FILO Stream Mitigation Projects Pool - Mabry Wildlife Management Area 2 Design Build	04/30/23	\$622,257.89	in Corps required monitoring period
FILO Stream Mitigation Projects Pool - Minor's Creek	05/09/20	\$89,563.63	in Corps required monitoring period
FILO Stream Mitigation Projects Pool - Rich Wildlife Management Area - Red Oak Creek	04/01/20	\$968,658.33	in Corps required monitoring period
FILO Stream Mitigation Projects Pool - Ross Creek	07/01/21	\$570,230.22	in Corps required monitoring period
Tourism, Arts & Heritage Cabinet/Parks			
Fort Boonesborough - Parkwide - Flood Reconstruction	06/15/23	\$451,780.94	Project complete. Awaiting closeout from Agency
Tourism, Arts & Heritage Cabinet/State Fair Board			
* Agricultural Development Board - Cardinal Stadium Demolition (Kentucky Exposition Center)	08/29/23	\$3,117.12	In process of being closed out
* Freedom Hall Sewer Line Replacement	09/24/18	\$101,233.00	In process of being closed out
* Ky International Convention Center Renovation and Expansion	12/01/19	\$92,392.80	Remaining funds are being utilized for utility work not completed in initial construction.
* Ky International Convention Center Roof Replacement	04/10/21	\$503,596.36	in process of being closed out
Transportation Cabinet/Department of Highways			
* Transportation Warehouse Facility Renovation or Replacement	04/15/23	\$350,482.76	Awaiting Agency to close out project.
Transportation Cabinet/Gen Admin & Support (Transp)			
* Construct Casey County Maintenance Facility	07/28/23	\$70,426.83	Working to finalize closeout documentation.
* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	08/05/19	\$7,193.34	Awaiting agency

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Reporting Agency: Eastern 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/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	2022-2024	Other			
Additional University Services Space	Madison	2022-2024	Awaiting Initiation by Agency			
Administrative Computing Pool Comments: This pool supports the necessary equipment, hardware and software to serve the Administrative Computing function of the University	Madison	2022-2024	Other			
* Asset Preservation Pool - 2022-2024 Use of restricted funds rather than agency bonds for the fiscal year 2023 match reported to CPBOC on 8/24/2022 Sub-projects: Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU002 Powell Roof Replacement) - Complete/Closed Out Asset Preservation Pool - 2022-2024 (Sub-project: EKU003 Rowlett Roof Replacement) - Complete/Closed Out Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU005 Burrier Exterior Repairs) Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU009 Parking Systems) Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - 0) Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 1) Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 2)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 1) Emergency	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 2) Other Lines	Madison	2022-2024	Awarding Contract			

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Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 1) Lower Level Interior	Madison	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 2) Exterior + Brock	Madison	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU005 Burrier Exterior Repairs)	Madison	2022-2024	Revising/Rebidding			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Adams House)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Burrier)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Business & Tech)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Cammack)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Campbell)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Coates)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Chiller)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Cooling)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Boiler)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Chiller)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Splt Unit)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Fitness/Wellness)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Keen Johnson)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Lancaster Watermain)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Perkins Cooling)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Perkins Heating)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace AHUs)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Chiller)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Cooling)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Boilers)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Cooling)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Adams House)	Madison	2022-2024	Planning			

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Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Burrier) Comments: 52 week lead time	Madison	2022-2024	In Construction	1	10/28/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Business & Tech)	Madison	2022-2024	In Construction	2	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Cammack)	Madison	2022-2024	In Construction	1	04/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Campbell)	Madison	2022-2024	Complete/Closed Out	100	09/27/23	09/27/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Coates)	Madison	2022-2024	Revising/Rebidding			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Chiller) Comments: Chiller Replacement	Madison	2022-2024	Complete/Closed Out	100	08/25/23	07/25/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Cooling)	Madison	2022-2024	In Construction	75	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Boiler)	Madison	2022-2024	In Construction	75	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Chiller) Comments: Chiller replacement	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Splt Unit) Comments: Split Units replacements	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Fitness/Wellness) Comments: waiting on additional parts to be delivered	Madison	2022-2024	In Construction	50	11/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Keen Johnson) Comments: waiting on additional parts	Madison	2022-2024	In Construction	50	11/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Lancaster Watermain)	Madison	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Perkins Cooling)	Madison	2022-2024	Complete/Closed Out	100	09/27/23	09/27/23

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Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Perkins Heating)	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace AHUs)	Madison	2022-2024	In Construction	33	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Chiller)	Madison	2022-2024	Complete/Closed Out	100	09/21/23	08/21/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Cooling)	Madison	2022-2024	Complete/Closed Out	100	09/27/23	09/27/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Boilers)	Madison	2022-2024	In Construction	50	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Cooling)	Madison	2022-2024	Complete/Closed Out	100	12/30/23	11/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Burrier)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Cammack)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates ADA)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Combs)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Commonwealth)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Wallace)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Whitlock)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Burrier)	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Cammack)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates ADA)	Madison	2022-2024	Complete/Closed Out	100	11/15/23	10/15/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates)	Madison	2022-2024	Complete/Closed Out	100	11/15/23	10/15/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Combs)	Madison	2022-2024	In Construction	75	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Commonwealth)	Madison	2022-2024	Bidding			

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Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Wallace)	Madison	2022-2024	In Construction	82	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Whitlock)	Madison	2022-2024	In Construction	70	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - Campus ADA)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - Campus)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - Campus ADA)	Madison	2022-2024	In Construction	75	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Accessways - Campus)	Madison	2022-2024	In Construction	89	12/30/23	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU009 Parking Systems)	Madison	2022-2024	Awaiting Initiation by Agency			
Use of restricted funds rather than agency bonds for the fiscal year 2023 match reported to CPBOC on 8/24/2022						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Campus - Arc Flash)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Keen Johnson)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Parking Emg Phone Boxes)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Campus - Arc Flash)	Madison	2022-2024	In Construction	9	09/30/27	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Keen Johnson)	Madison	2022-2024	In Construction	3	02/13/24	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU010 Electrical Sys - Parking Emg Phone Boxes)	Madison	2022-2024	A/E Selection			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Alumni Coliseum)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Cammack)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Combs)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Heat Plant)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Alumni Coliseum)	Madison	2022-2024	Planning			

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Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Cammack)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Combs)	Madison	2022-2024	Complete/Closed Out	100	11/30/23	10/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Heat Plant)	Madison	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Combs)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Commonwealth)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Rowlett)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Whitlock)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Combs)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Commonwealth)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Rowlett)	Madison	2022-2024	Complete/Closed Out	100	12/30/23	11/30/23
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Whitlock)	Madison	2022-2024	In Construction	85	11/15/23	
Comments: Interior Renovation not completed						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - 0)	Madison	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Exterior)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Maintenance)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Exterior)	Madison	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Maintenance)	Madison	2022-2024	Design/Phase A			
Campus Data Network Pool	Madison	2022-2024	Other			
Comments: This pool will support new hardware for communication, safety and security service delivery						
Campus Infrastructure Upgrade	Madison	2022-2024	Awaiting Initiation by Agency			
Approved pursuant to KRS 45.763						
Asset Preservation Pool - 2022-2024 authorization will be used instead						

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Commonwealth Hall Partial Repurposing and Renovation	Madison	2022-2024	Awaiting Initiation by Agency			
Construct Academic Complex	Madison	2022-2024	Awaiting Initiation by Agency			
Construct Alumni and Welcome Center	Madison	2022-2024	Awaiting Initiation by Agency			
* Construct Aviation/Aerospace Instructional Facility Approved pursuant to KRS 45.763 \$1,890,800 in bond funds reallocated from Purchase	Madison	2020-2022	A/E Selection			
Construct EKU Early Childhood Center	Madison	2022-2024	Awaiting Initiation by Agency			
* Construct New Model Laboratory School	Madison	2022-2024	Design/Phase A			
Construct Student Health Center	Madison	2022-2024	Awaiting Initiation by Agency			
Construct Student Life Facilities	Madison	2016-2018	In Construction	98	12/31/23	
Demolish Building Pool	Madison	2022-2024	Awaiting Initiation by Agency			
Innovation and Commercialization Pool Approved pursuant to KRS 45.763	Madison	2022-2024	Awaiting Initiation by Agency			
Miscellaneous Maintenance Pool - 2020-2022 Sub-projects: Miscellaneous Maintenance Pool - 2020-2022 (Sub-project: Replace Campbell Building HVAC) Miscellaneous Maintenance Pool - 2020-2022 (Sub-project: Replace Ramsey Heat Plant Boiler 5)	Madison	2020-2022	Awaiting Initiation by Agency			
Miscellaneous Maintenance Pool - 2020-2022 (Sub-project: Replace Campbell Building HVAC) Comments: Waiting on parts that are back ordered	Madison	2020-2022	In Construction	72	10/28/23	
Miscellaneous Maintenance Pool - 2020-2022 (Sub-project: Replace Ramsey Heat Plant Boiler 5) Comments: Waiting on parts back ordered	Madison	2020-2022	In Construction	96	10/28/23	
Miscellaneous Maintenance Pool - 2022-2024 Sub-project: Miscellaneous Maintenance Pool - 2022-2024 (Sub-project: Return Mattox to Residence Hall)	Madison	2022-2024	Planning			
Miscellaneous Maintenance Pool - 2022-2024 (Sub-project: Return Mattox to Residence Hall) Comments: waiting on parts that are back ordered	Madison	2022-2024	In Construction	82	10/28/23	
Property Acquisitions Pool Approved pursuant to KRS 45.763	Madison	2022-2024	Awaiting Initiation by Agency			

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* Renovate Alumni Coliseum	Madison	2022-2024	Design/Phase C			
Renovate and Upgrade Heat Plant	Madison	2022-2024	Awaiting Initiation by Agency			
Renovate Mechanical Systems Pool 2022-2024 Asset Preservation Pool - 2022-2024 authorization will be used instead	Madison	2022-2024	Awaiting Initiation by Agency			
Renovate Whalen Complex Approved pursuant to KRS 45.763	Madison	2022-2024	Awaiting Initiation by Agency			
Repair/Replace Infrastructure/Building System Pool Asset Preservation Pool - 2022-2024 authorization will be used instead	Madison	2022-2024	Awaiting Initiation by Agency			
Residence Hall Renovation Pool Sub-projects: Residence Hall Renovation Pool (Sub-project: Phase I - Keene Hall) Residence Hall Renovation Pool (Sub-project: Phase I - Palmer Hall) Residence Hall Renovation Pool (Sub-project: Phase II - Burnam Hall) Residence Hall Renovation Pool (Sub-project: Phase II - Sullivan Hall)	Madison	2020-2022	Planning			
Residence Hall Renovation Pool (Sub-project: Phase I - Keene Hall)	Madison	2022-2024	In Construction	23	06/29/24	
Residence Hall Renovation Pool (Sub-project: Phase I - Palmer Hall)	Madison	2022-2024	Design/Phase A			
Residence Hall Renovation Pool (Sub-project: Phase II - Burnam Hall)	Madison	2022-2024	Design/Phase A			
Residence Hall Renovation Pool (Sub-project: Phase II - Sullivan Hall)	Madison	2022-2024	Design/Phase A			
Steam Line Upgrades Approved pursuant to KRS 45.763 Asset Preservation Pool - 2022-2024 authorization will be used instead	Madison	2022-2024	Awaiting Initiation by Agency			

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Postsecondary Education Cabinet/Morehead State University						
* Asset Preservation Pool - 2022-2024	Rowan	2022-2024	In Construction	80	12/31/24	
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Camden Carroll Library Electrical/HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communications, Wireless)						
Asset Preservation Pool - 2022-2024 (Sub-project: Cooper Hall Renovation)						
Comments: Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Camden Carroll Library Electrical/HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communications, Wireless)						
Asset Preservation Pool - 2022-2024 (Sub-project: Cooper Hall Renovation)						
Comments: Other AP sub-projects less than one million:						
Fields Hall HVAC - Complete/in-warranty						
Mays Hall HVAC - Complete/in-warranty						
West Mignon Hall HVAC - Complete/in-warranty						
Normal Hall HVAC - Complete/In-warranty						
Cartmell Hall Elevator - Complete/in-warranty						
Enrollment Services Building Roof - Complete/in-warranty						
Camden Carroll Library Roof - Complete/in-warranty						
Academic Athletic Center Roof - Complete/in-warranty						
KY Folk Arts Center HVAC - Complete/in-warranty						
Howell McDowell HVAC - Complete/in-warranty						
Nunn Hall Roof - Complete/in-warranty						
Mignon Tower Roof - Complete/in-warranty						
East Mignon HVAC & Related - Complete/in-warranty						
Ginger Hall HVAC - Complete/in-warranty						
Lappin Hall HVAC - Construction 20%						
Campus Building Automation System - Construction - 80%						
Baird Hall HVAC - Construction - 95%						
Alumni Tower Renovation - Complete/in-warranty						
Alumni Tower Steps & Concrete - Construction -20%						
Heat Exchanger Replacements - Construction - 95%						
Housing Fire Alarm Upgrades - Construction - 10%						
Fire Alarm System - Phase 1 - Design Phase A						
Rader Hall HVAC - Design - Phase B						
Water Treat. Plant Sed. Basin - Design - Phase C						
Enrollment Services Building HVAC - Design - Phase C						
Breckenridge Hall HVAC - Design - Bidding						
Button HVAC - Design - Phase C						

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Asset Preservation Pool - 2022-2024 (Sub-project: Camden Carroll Library Electrical/HVAC) Comments: Awaiting electrical equipment delivery.	Rowan	2022-2024	Construction/Multiple Bid Packs			
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communications, Wireless)	Rowan	2022-2024	In Construction	90	10/01/24	
Asset Preservation Pool - 2022-2024 (Sub-project: Cooper Hall Renovation)	Rowan	2022-2024	In Construction	11	01/15/25	
Capital Renewal and Maintenance Pool - Auxiliary	Rowan	2020-2022	Awaiting Initiation by Agency			
Comply with ADA - Auxiliary	Rowan	2022-2024	Awaiting Initiation by Agency			
Construct New Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
* Construct Science and Engineering Building Comments: Began schematic design 9/13/2023.	Rowan	2022-2024	Design/Phase A			
Renovate Alumni Tower Ground Floor	Rowan	2020-2022	Complete/In Warranty	100	09/30/23	08/14/23
Renovate Cartmell Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Renovate Cooper Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Renovate Fields Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Renovate Grote-Thompson Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Renovate Normal Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Replace Exterior Precast Panels - Nunn Hall	Rowan	2020-2022	Awaiting Initiation by Agency			
Replace Turf on Jacobs Field	Rowan	2022-2024	Awaiting Initiation by Agency			

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Postsecondary Education Cabinet/Murray State University						
Acquire Agriculture Research Farm Land	Calloway	2022-2024	Awaiting Initiation by Agency			
Acquire Property	Calloway	2022-2024	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Calloway	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Applied Science Renovations - Agriculture)						
Asset Preservation Pool - 2022-2024 (Sub-project: Curris Center Interior Refresh)						
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts HVAC Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Electrical Infrastructure Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Exposition Center Renovations)						
Asset Preservation Pool - 2022-2024 (Sub-project: Fine Arts HVAC Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Hancock HVAC Renovations)						
Asset Preservation Pool - 2022-2024 (Sub-project: Mason Hall Renovations - Nursing)						
Asset Preservation Pool - 2022-2024 (Sub-project: Pogue Library HVAC and Electrical Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Applied Science Renovations - Agriculture)	Calloway	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: Curris Center Interior Refresh)	Calloway	2020-2022	In Construction	95	11/30/23	
Match coming from Historic Building Preservation Pool agency bond proceeds						
Comments: Waiting on disruptive main stairwell work to be completed over the holiday Christmas break when students and staff are off campus.						
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts HVAC Upgrades)	Calloway	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Electrical Infrastructure Upgrades)	Calloway	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Exposition Center Renovations)	Calloway	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Fine Arts HVAC Upgrades)	Calloway	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Hancock HVAC Renovations)	Caldwell	2022-2024	Revising/Rebidding			
Asset Preservation Pool - 2022-2024 (Sub-project: Mason Hall Renovations - Nursing)	Calloway	2022-2024	Design/Phase A			

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Asset Preservation Pool - 2022-2024 (Sub-project: Pogue Library HVAC and Electrical Upgrades)	Calloway	2022-2024	Design/Phase A			
* Construct New Breathitt Veterinary Center Sub-projects: Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC) - Complete/Closed Out Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC Equipment Storage Bldg)	Christian	2014-2016	Multiple Subprojects			
Construct New Breathitt Veterinary Center (Sub-project: Construct New BVC Equipment Storage Bldg) Comments: previous completion date was incorrectly entered with the wrong year.	Christian	2014-2016	In Construction	30	07/08/24	
Construct Residential Housing In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit agreement, 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	Design/Phase C			
* Construct School of Nursing and Health Professional Building	Calloway	2022-2024	Design/Phase B			
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	2022-2024	Awaiting Initiation by Agency			
Historic Building Preservation Pool Sub-projects: Historic Building Preservation Pool (Sub-project: Carr Hall HVAC) 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)	Calloway	2020-2022	Multiple Subprojects			
Historic Building Preservation Pool (Sub-project: Carr Hall HVAC)	Calloway	2020-2022	Revising/Rebidding			
Historic Building Preservation Pool (Sub-project: Lovett Phase II Renovations)	Calloway	2020-2022	Complete/Closed Out	100	08/01/22	08/31/22
Historic Building Preservation Pool (Sub-project: Racer Arena HVAC)	Calloway	2020-2022	Revising/Rebidding			
Historic Building Preservation Pool (Sub-project: Waterfield HVAC Phase II)	Calloway	2020-2022	In Construction	15	10/10/23	

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Comments: Delays in equipment have caused delays.						
Historic Building Preservation Pool (Sub-project: Wrather Hall Auditorium Renovations)	Calloway	2020-2022	Complete/In Warranty	100	11/20/22	01/28/23
Renovate Lovett Auditorium - HVAC and Electrical Repairs	Calloway	CPBOC-12/01/20	Complete/Closed Out	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 agreement, 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 In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit agreement, 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 In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit agreement, 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			
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) Comments: Project is planning to be extended into multiple phases.	Calloway	2020-2022	In Construction	21	06/30/23	
Replace Expo Center Roof	Calloway	2022-2024	Complete/In Warranty	100	06/30/23	04/28/23
Replace Residence Hall Domestic Water Piping In lieu of agency bonds, MSU is authorized to enter into a public-private partnership, built-to-suit agreement, 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			
Upgrade Campus Network	Calloway	2016-2018	Complete/Closed Out	100	06/30/22	06/09/22
Upgrade Campus Phone System	Calloway	2016-2018	Complete/Closed Out	100	06/30/22	06/09/22

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QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

Reporting Agency: Murray State University
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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	Reviewing options for additional HVAC upgrades

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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			
* Asset Preservation Pool - 2022-2024 Sub-projects: Asset Preservation Pool - 2022-2024 (Sub-project: Civic Center Systems Replacement) Asset Preservation Pool - 2022-2024 (Sub-project: Misc. University Center Renovation) Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Admin Center RR Rpl) Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Landrum Floor/RR Rpl) Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Student Union Roof) Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Fine Arts Center Phase II) Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Nunn Hall) Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Steely Library)	Campbell	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: Civic Center Systems Replacement)	Campbell	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Misc. University Center Renovation)	Campbell	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Admin Center RR Rpl)	Campbell	2022-2024	A/E Selection			
Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Landrum Floor/RR Rpl)	Campbell	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Renew E&G Building Systems - Student Union Roof)	Campbell	2022-2024	Awaiting Initiation by Agency			
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Fine Arts Center Phase II)	Campbell	2022-2024	In Construction	15	08/01/25	
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Nunn Hall)	Campbell	2022-2024	In Construction	15	08/01/25	
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Steely Library) Comments: This project includes replacement of a generator, switchgear and two air handlers. The generator is on order; the switchgear bids were recently opened; and the air handlers are in design.	Campbell	2022-2024	In Construction	5	02/01/25	

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Construct Indoor Tennis Facility Approved pursuant to KRS 45.763	Campbell	2022-2024	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	2022-2024	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) - Complete/Closed Out 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: Install Univ Suites LED Lights) 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: Replace Callahan Boilers #2 & #3) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Boilers & Thermostats) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Cooling Tower Replacement) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs) Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Freeze Damage 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 II)	Campbell	2016-2018	Complete/In Warranty	100	05/20/23	03/17/23
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/Closed Out	100	07/20/21	08/13/21
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Install Univ Suites LED Lights)	Campbell	2016-2018	Complete/Closed Out	100	07/15/22	07/15/22

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Construct/Acquire New Residence Hall 2016-2018 (Sub-project: KY/CW/Univ. Suites Roof Replacements)	Campbell	2016-2018	Complete/Closed Out	100	09/20/22	09/20/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Norse Hall Renovations)	Campbell	2016-2018	Complete/Closed Out	100	07/30/22	07/30/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Replace Callahan Boilers #2 & #3)	Campbell	2016-2018	Complete/In Warranty	100	12/14/22	12/14/22
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Boilers & Thermostats)	Campbell	2022-2024	Complete/In Warranty	100	10/15/23	11/15/23
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Exterior Façade Repairs) Asset Preservation Pool - 2022-2024 funds will also be used	Campbell	2016-2018	In Construction	75	01/31/24	
Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Freeze Damage Repairs)	Campbell	2022-2024	In Construction	85	02/01/24	
* Expand Herrmann Science Center	Campbell	2022-2024	Design/Phase B			
Expand/Renovate Regents Hall	Campbell	2022-2024	Awaiting Initiation by Agency			
Reconstruct West Side Parking	Campbell	2018-2020	Awaiting Initiation by Agency			
Renew E&G Building Systems Projects Pool Asset Preservation Pool - 2022-2024 authorization will be used instead	Campbell	2020-2022	Awaiting Initiation by Agency			
Renew/Renovate Fine Arts Center Phase II Asset Preservation Pool - 2022-2024 authorization will be used instead	Campbell	2022-2024	Awaiting Initiation by Agency			
Renew/Renovate Nunn Hall	Campbell	2022-2024	Design/Phase A			
Renew/Renovate Steely Library Asset Preservation Pool - 2022-2024 authorization will be used instead	Campbell	2022-2024	Awaiting Initiation by Agency			
Renovate Brown Building	Campbell	2020-2022	Complete/Closed Out	100	07/14/22	08/01/22
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/Construct Civic Center Building	Campbell	2022-2024	Awaiting Initiation by Agency			
Renovate/Expand Baseball Field	Campbell	2022-2024	Awaiting Initiation by Agency			
Replace Event Center Technology	Campbell	2020-2022	Awaiting Initiation by Agency			

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Approved pursuant to KRS 45.763						
Replace Recreation Field Turf	Campbell	2022-2024	Awaiting Initiation by Agency			
Replace Underground Utility Infrastructure	Campbell	2022-2024	Awaiting Initiation by Agency			
Upgrade Admin/IT Infrastructure Pool	Campbell	2020-2022	Awaiting Initiation by Agency			
Approved pursuant to KRS 45.763						

* 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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Postsecondary Education Cabinet/University of Kentucky						
Acquire Data Center Hardware - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire Information Technology Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire Land	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Acquire Land (Sub-project: Angliana) - 6/17/2022 - FCR 14 - Complete/Closed Out						
Acquire Land (Sub-project: REI) - 6/17/2022 - FCR 16 - Complete/Closed Out						
Acquire Land (Sub-project: 122, 134, 136, 138 and 141 University Avenue) - 2/17/2023 - FCR 9						
Acquire Land (Sub-project: 136, 138 and 144 State Street) - 2/17/2023 - FCR 9						
Acquire Land (Sub-project: 817, 819 and 823 Press Avenue) - 12/05/2023 - FCR 13						
Acquire Land (Sub-project: 122, 134, 136, 138 and 141 University Avenue)	Fayette	2022-2024	Other			
Comments: 122 University- Closed 7/14/23						
134 University- Eminent domain filed; commissioner's valuations complete						
136 University- Eminent domain filed; commissioner's valuations complete						
138 University- Negotiations with owner ongoing pending appraisals; commissioner's valuations complete						
141 University- Closed 7/31/23						
Acquire Land (Sub-project: 136, 138 and 144 State Street)	Fayette	2022-2024	Other			
Comments: 136 State St.- Eminent domain filed; commissioner's valuations complete						
138 State St.- Closed 9/18/23						
144 State St.- Closed 6/30/23						
Acquire Land (Sub-project: 817, 819 and 823 Press Avenue)	Fayette	2022-2024	Other			
Comments: BOT approval December 5, 2023 at FCR 13. Price negotiations with seller. Purchase and sale agreement in hands of seller.						
Acquire Medical Facility 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire Medical Facility 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire Telemedicine/Virtual ICU	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Improve Administrative Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Improve Elevator Systems - UK HealthCare	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Acquire/Improve Elevator Systems - UK Healthcare (Sub-project: Modernize Elevators at KY Clinic) - 12/13/2022 - FCR 14						
Acquire/Improve Elevator Systems - UK Healthcare (Sub-project: Modernize Three Elevators at Pav WH) - 12/13/2022 - FCR 18						
Acquire/Improve Elevator Systems - UK HealthCare (Sub-project: Parking Structure 8 - New Elevator) - 9/16/2022 - FCR 11						

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Acquire/Improve Elevator Systems - UK Healthcare (Sub-project: Modernize Elevators at KY Clinic)	Fayette	2022-2024	Awarding Contract			
Acquire/Improve Elevator Systems - UK Healthcare (Sub-project: Modernize Three Elevators at Pav WH)	Fayette	2022-2024	Awarding Contract			
Acquire/Improve Elevator Systems - UK HealthCare (Sub-project: Parking Structure 8 - New Elevator)	Fayette	2022-2024	In Construction	67	03/29/24	
Acquire/Improve Golf Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 1 - UK HealthCare Approved pursuant to KRS 45.763	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 2 - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 3 - UKHC King's Daughters Emergency Department, Imaging, Entrance)	Boyd	2022-2024	In Construction	14	02/28/25	
Acquire/Partnership Medical System	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Renovate Clinical Research Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Acquire/Upgrade IT System - UK HealthCare Sub-projects: Acquire/Upgrade IT System - UK HealthCare (Sub-project: Medical Device Security - Edge Firewall) - 2/15/2022 - 22 IT 06 Acquire/Upgrade IT System - UK HealthCare (Sub-project: Network Infrastructure Upgrade) - 6/27/2021 - 21 IT 33 Acquire/Upgrade IT System - UK HealthCare (Sub-project: Storage Infrastructure Upgrade) - 6/27/2021 - 21 IT 32 - Complete/Closed Out	Fayette	2020-2022	Multiple Subprojects			
Acquire/Upgrade IT System - UK HealthCare Sub-projects: Acquire/Upgrade IT System - UK HealthCare (Sub-project: Expand and Upgrade Storage - Sirius FAS 8700) - Complete/Closed Out Acquire/Upgrade IT System - UK HealthCare (Sub-project: Storage Infrastructure Modernization)	Fayette	2022-2024	Multiple Subprojects			
Acquire/Upgrade IT System - UK HealthCare (Sub-project: Medical Device Security - Edge Firewall)	Fayette	2020-2022	Complete/Closed Out	100	02/09/24	12/15/23
Acquire/Upgrade IT System - UK HealthCare (Sub-project: Network Infrastructure Upgrade)	Fayette	2020-2022	In Construction	35	06/30/26	
Acquire/Upgrade IT System - UK HealthCare (Sub-project: Storage Infrastructure Modernization)	Fayette	2022-2024	In Construction	25	06/30/24	

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ADA Compliance Pool	Fayette	2022-2024	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Bosworth Hall Renovations)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 0) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 3)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 4)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 5)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 6)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 7)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 8)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 9)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 10)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 11)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 12)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 13)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 14)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Miller Hall) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Multi-Disciplinary Science Building) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Patterson Office Tower) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Pence Hall) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Peterson Service Building) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve White Hall Classroom Building Phase I) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Improve White Hall Classroom Building Phase II) - 6/17/2022 - FCR 19						
Asset Preservation Pool - 2022-2024 (Sub-project: Bosworth Hall Renovations)	Fayette	2022-2024	Awarding Contract			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 0)	Fayette	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 1) Emergency Replacement of Sanitary Sewer Line - Funkhouser Drive	Fayette	2022-2024	Complete/Closed Out	100	09/08/22	09/08/22
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 10) Panama Canal Steam and Condensate Infrastructure Repair	Fayette	2022-2024	Design/Phase B			

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Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 11 Medical Center Cooling Tower Steelwork and Painting	Fayette	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 12 Memorial Coliseum Steam Chilled Water and Ductbank	Fayette	2022-2024	Awarding Contract			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 13 Improve 640 South Broadway (former Ag Credit Union Renovation	Fayette	2022-2024	Complete/In Warranty	100	12/15/23	12/15/23
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 14 Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 14)	Fayette	2022-2024	Complete/In Warranty	100	12/15/23	12/15/23
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 2) Breckinridge Hall Windows	Fayette	2022-2024	In Construction	95	01/31/24	
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 3) Fine Arts-Guignol Windows	Fayette	2022-2024	In Construction	25	09/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 4) Memorial Coliseum Miscellaneous Building Systems	Fayette	2022-2024	In Construction	40	04/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 5) Central Heating Deaerator Tank	Fayette	2022-2024	In Construction	60	01/09/24	
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 6) Lafferty Hall/Fine Arts Guignol Building HVAC	Fayette	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 7) Medium Voltage Distribution Upgrades	Fayette	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 8) Funkhouser Sewer Line Replacement Phase 2	Fayette	2022-2024	Complete/In Warranty	100	08/15/23	08/15/23

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Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 9) Huguelet and Washington Avenue Steam	Fayette	2022-2024	In Construction	56	07/01/24	
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements)	Fayette	2022-2024	Awaiting Initiation by Agency			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Miller Hall)	Fayette	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Multi-Disciplinary Science Building)	Fayette	2022-2024	In Construction	1	02/18/25	
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Patterson Office Tower)	Fayette	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Pence Hall)	Fayette	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Peterson Service Building)	Fayette	2022-2024	Awaiting Initiation by Agency			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve White Hall Classroom Building Phase I) CM-GC project delivery method reported to CPBOC on 4/25/2023	Fayette	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Improve White Hall Classroom Building Phase II)	Fayette	2022-2024	Awaiting Initiation by Agency			
Cancer/Ambulatory Facility Parking - UK HealthCare (combined auth) Authorizations for the following projects have been combined (9/15/2023 - FCR 13) and reported to CPBOC on 9/27/2023: Construct Retail/Parking Facility 1 - \$75 million in third-party financing Construct Retail/Parking Facility 2 - \$75 million in third-party financing	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Agriculture Federal Research Facility I	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Agriculture Federal Research Facility II	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Agriculture Research Facility 1 6/16/2023 - FCR 9	Fayette	2022-2024	Design/Phase A			
Construct Agriculture Research Facility 2 Meats and Food Development Center - Design Phase - 12/05/2023 - FCR 21	Woodford	2022-2024	Planning			
Construct Agriculture Research Facility 2	Woodford	2018-2020	Complete/Not Closed Out	100	08/04/22	08/04/22

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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 Ambulatory Facility - UK HealthCare Cancer Treatment Center/Ambulatory Surgery Center (Design Only) - 5/4/2021 - FCR 12 Approved pursuant to KRS 45.763 Use of \$50 million in restricted funds rather than agency bonds reported to CPBOC on 12/15/2022 See Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center (combined auth)	Fayette	2020-2022	Combined Authorities			
Construct Beam Institute	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Beam Institute 1 6/19/2020 - FCR 9 See Construct Beam Institute I and II (combined auth)	Fayette	2020-2022	Combined Authorities			
Construct Beam Institute 2 Construct Maturation Building - 5/04/2021 - FCR 10 Use of private funds reported to CPBOC on 5/18/2021 See Construct Beam Institute I and II (combined auth)	Fayette	2020-2022	Combined Authorities			
Construct Beam Institute I and II (combined auth) 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	Fayette	2020-2022	Multiple Subprojects			
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)						
Construct Beam Institute I and II (combined auth) (Sub-project: Maturation Building)	Fayette	2020-2022	In Construction	99	01/05/24	
Construct Beam Institute I and II (combined auth) (Sub-project: Still Building)	Fayette	2020-2022	In Construction	99	01/05/24	
Construct Childcare Center Facility	Fayette	2022-2024	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	2022-2024	Awaiting Initiation by Agency			
Construct Data Center - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			

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Approved pursuant to KRS 45.763						
Construct Digital Village Building 3A	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Digital Village Building 3B	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Engineering Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Equine Campus, Phase 2	Fayette	2022-2024	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	Complete/In Warranty	100	03/03/23	03/03/23
Construct Facilities Shops and Storage Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
* Construct Health Education Building Approved pursuant to KRS 45.763 CM-at-Risk project delivery method reported to CPBOC on 7/21/2022 6/16/2023 - FCR 10	Fayette	2022-2024	Design/Phase B			
Construct Hospice Facility - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Indoor Track Approved pursuant to KRS 45.763 2/18/2022 - FCR 14 (prior authorization) Use of \$10 million in private funds reported to CPBOC on 12/15/2022	Fayette	2022-2024	Complete/In Warranty	100	12/12/23	12/12/23
Construct Library Depository Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical Facility 1 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical Facility 2 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical Facility 3 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical/Administrative Facility 1 - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical/Administrative Facility 2 - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Medical/Administrative Facility 3 - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Metal Arts/Digital Media Building	Fayette	2022-2024	Awaiting Initiation by Agency			

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Construct New Alumni Center Approved pursuant to KRS 45.763	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct North Farm Agricultural Research Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Office Park at Coldstream Approved pursuant to KRS 45.763	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Office Park at Coldstream Approved pursuant to KRS 45.763	Fayette	2022-2024	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; 12/05/2023 - FCR 20	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	73	07/24/24	
Construct Police Headquarters	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Research/Incubator Facility	Fayette	2020-2022	Awaiting Initiation by Agency			

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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						
Construct Retail/Parking Facility 1 Approved pursuant to KRS 45.763 Construct Retail/Parking Facilities 1 and 2 - 9/15/2023 - FCR 13 See Cancer/Ambulatory Facility Parking - UK HealthCare (combined auth)	Fayette	2022-2024	Combined Authorities			
Construct Retail/Parking Facility 2 Approved pursuant to KRS 45.763 Construct Retail/Parking Facilities 1 and 2 - 9/15/2023 - FCR 13 See Cancer/Ambulatory Facility Parking - UK HealthCare (combined auth)	Fayette	2022-2024	Combined Authorities			
Construct State Street Medical Facilities See Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center (combined auth)	Fayette	2022-2024	Combined Authorities			
Construct Student Housing	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Teaching Pavilion	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct Tennis Facility Approved pursuant to KRS 45.763	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center (combined auth) Authorizations for the following projects have been combined (12/13/2022 - FCR 13) reported to CPBOC on 12/15/2022: Construct Ambulatory Facility - UK HealthCare - \$250 million in agency bonds; \$150 million in restricted funds; and \$50 million in third party financing Construct State Street Medical Facilities - \$100 million in restricted funds CM-GC project delivery method reported to CPBOC on 4/25/2023	Fayette	2022-2024	Design/Phase B			
Construct/Expand/Improve Ambulatory Care - UK HealthCare Approved pursuant to KRS 45.763 Sub-projects: Construct/Expand/Improve Ambulatory Care - UK HealthCare (Sub-project: HA Forensics/Pediatric Sleep) - 5/04/2021 - FCR 11 (prior authorization)	Fayette	2022-2024	Multiple Subprojects			
Construct/Expand/Improve Ambulatory Care - UK HealthCare (Sub-project: HA Forensics/Pediatric Sleep) Use of private funds reported to CPBOC on 5/18/2021	Fayette	2022-2024	In Construction	56	01/19/24	
Construct/Fit-Up Retail Space	Fayette	2022-2024	Awaiting Initiation by Agency			

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Construct/Improve Athletics Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Athletics Playing Fields 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Athletics Playing Fields 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Athletics Playing Fields 3	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Dining Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Greek Housing	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Construct/Improve Greek Housing (Sub-project: Delta Gamma) - 2/19/2021 - FCR 9; 12/13/2022 - FCR 11						
Construct/Improve Greek Housing (Sub-project: Delta Gamma)	Fayette	2020-2022	In Construction	85	01/04/24	
CM-at-Risk project delivery method reported to CPBOC on 3/15/2021						
Construct/Improve Gymnastic Practice Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Innovation Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Approved pursuant to KRS 45.763						
Construct/Improve Medical/Administrative Facilities - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Medical/Administrative Facility 1 - UKHC	Fayette	2022-2024	Planning			
Medical Office Bld/Design - 4/28/2023 - FCR 13						
Construct/Improve Medical/Administrative Facility 2 - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Medical/Administrative Facility 3 - UKHC	Fayette	2022-2024	Multiple Subprojects			
Sub-project:						
Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Design) - 4/28/2023 - FCR 14						
Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Design)	Fayette	2022-2024	Design/Phase A			
Construct/Improve Office Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Parking I	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Parking II	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Improve Recreation Quad 1	Fayette	2022-2024	Awaiting Initiation by Agency			

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Construct/Relocate Data Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Construct/Relocate/Replace Greenhouses	Fayette	2022-2024	Awaiting Initiation by Agency			
Decommission Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Emergency Replacement (Robinson Center for Appalachian Resource Sustainability Multi-Prps/Pav Bldgs) 12/05/2023 - FCR 18	Breathitt	2022-2024	Awaiting Initiation by Agency			
Emergency Replacement of Air Handling Unit Coils 4/28/2023 - FCR 17	Fayette	CPBOC-6/01/23	Complete/In Warranty	100	12/10/23	12/10/23
Emergency Replacement of Grain and Forage Center of Excellence 4/29/2022 - FCR 9; 6/17/2022 - FCR 17	Caldwell	CPBOC-5/01/22	Awarding Contract			
Expand KGS Well Sample and Core Repository	Fayette	2022-2024	Awaiting Initiation by Agency			
Expand Student Center (Dining) 10/18/2019 - PR 1 (2018-2020 Improve Student Center Space 2 authorization sometimes CM-at-Risk project delivery method reported to CPBOC on 1/21/2020)	Fayette	CPBOC-12/01/19	Complete/Not Closed Out	100	07/30/21	07/30/21
Facilities Renewal and Modernization See Facilities Renewal and Modernization (combined auth)	Fayette	2020-2022	Combined Authorities			
Facilities Renewal and Modernization (combined auth)	Fayette	2022-2024	Multiple Subprojects			

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Authorizations for the following projects have been combined and reported to CPBOC on 9/27/2023:						
Facilities Renewal and Modernization - \$125 million in agency bonds and \$125 million in restricted funds						
Facilities Renewal and Modernization 2 - \$125 million in agency bonds						
Sub-projects:						
Facilities Renewal and Modernization (combined auth) (Sub-project: Barnhart Building - Design) - 6/17/2022 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Campus Enabling Infrastructure) - 6/17/2022 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Cooling Plant #1 Tower Repl) - 6/21/2019 - FCR 18; 6/16/2023 - FCR 11						
Facilities Renewal and Modernization (combined auth) (Sub-project: Deaerators) - 2/19/2021 - FCR 5; 6/16/2023 - FCR 11						
Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Interior Fit-Up) - 6/17/2022 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Phase II) - 6/17/2022 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Memorial Coliseum) - 6/17/2022 - FCR 18; 2/17/2023 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Peterson Service Bldg Window Rpl) - 12/14/2021 - FCR 14; 6/15/2023 - FCR 11						
Facilities Renewal and Modernization (combined auth) (Sub-project: Renew/Modernize Cooper House) - 6/17/2021 - FCR 9; 6/15/2023 - FCR 11						
Facilities Renewal and Modernization (combined auth) (Sub-project: Reynolds Building #1 Phase II) - 6/17/2022 - FCR 18						
Facilities Renewal and Modernization (combined auth) (Sub-project: Scovell Hall - Design Phase) - 4/28/2023 - FCR 22						
Facilities Renewal and Modernization (combined auth) (Sub-project: Barnhart Building - Design)	Fayette	2020-2022	Design/Phase B			
CM-at-Risk project delivery method reported to CPBOC on 4/25/2023						
Facilities Renewal and Modernization (combined auth) (Sub-project: Campus Enabling Infrastructure)	Fayette	2020-2022	In Construction	96	02/28/24	
Facilities Renewal and Modernization (combined auth) (Sub-project: Cooling Plant #1 Tower Repl)	Fayette	2020-2022	Awaiting Initiation by Agency			
Facilities Renewal and Modernization (combined auth) (Sub-project: Deaerators)	Fayette	2020-2022	Awaiting Initiation by Agency			
Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Interior Fit-Up)	Fayette	2020-2022	Complete/In Warranty	100	10/27/23	10/27/23
Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Phase II)	Fayette	2020-2022	Complete/In Warranty	100	10/12/23	10/12/23
Facilities Renewal and Modernization (combined auth) (Sub-project: Memorial Coliseum)	Fayette	2020-2022	In Construction	31	02/06/25	
Use of \$23 million in private funds reported to CPBOC on 4/25/2023						
Facilities Renewal and Modernization (combined auth) (Sub-project: Peterson Service Bldg Window Rpl)	Fayette	2020-2022	Awaiting Initiation by Agency			

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Facilities Renewal and Modernization (combined auth) (Sub-project: Renew/Modernize Cooper House)	Fayette	2020-2022	Awaiting Initiation by Agency			
Facilities Renewal and Modernization (combined auth) (Sub-project: Reynolds Building #1 Phase II)	Fayette	2020-2022	In Construction	89	01/22/24	
Facilities Renewal and Modernization (combined auth) (Sub-project: Scovell Hall - Design Phase) CM-GC project delivery method reported to CPBOC on 6/22/2023	Fayette	2020-2022	Design/Phase B			
Facilities Renewal and Modernization 2 See Facilities Renewal and Modernization (combined auth)	Fayette	2022-2024	Combined Authorities			
Facilities Renewal, Modernization & Deferred Maintenance 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	Fayette	2016-2018	Multiple Subprojects			
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Chemistry/Physics 3rd Floor)	Fayette	2016-2018	Complete/Not Closed Out	100	07/27/22	07/27/22
Implement Land Use Plan Sub-projects: Implement Land Use Plan (Sub-project: 14395 State Route 93, Jackson County, Ohio) - 9/15/2023 - FCR 12 Implement Land Use Plan (Sub-project: Meadowcrest) - 6/17/2022 - FCR 15; 2/17/2023 - FCR 17 - Complete/Closed Out	Fayette	2022-2024	Multiple Subprojects			
Implement Land Use Plan (Sub-project: 14395 State Route 93, Jackson County, Ohio)	Fayette	2022-2024	Complete/Closed Out		10/13/23	10/18/23
Implement Patient Communication System - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Academic Facility 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 1 Renew/Modernize Cooper House - 6/17/2021 - FCR 9	Fayette	2020-2022	Complete/Not Closed Out	100	11/16/22	11/16/22
Improve Academic/Administrative Space 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 3	Fayette	2022-2024	Awaiting Initiation by Agency			

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Improve Academic/Administrative Space 4	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Administrative/Office Facility - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Anderson Tower	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Athletics Facility 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Athletics Facility 2	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Improve Athletics Facility 2 (Sub-project: Nutter Fieldhouse) - 2/18/2022 - FCR 15 (prior authorization)						
Improve Athletics Facility 2 (Sub-project: Nutter Fieldhouse)	Fayette	2022-2024	In Construction	95	01/03/24	
Improve Athletics Facility 3	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Athletics Facility 4	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Athletics Facility 5	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Barnhart Building 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Barnhart Building 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Approved pursuant to KRS 45.763						
Improve Baseball Facility Phase II	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Boone Tennis Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Building Electrical Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Building Mechanical Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Building Shell Systems	Fayette	2020-2022	Complete/In Warranty	100	12/31/23	12/31/23
Peterson Service Building Window Replacement - 12/14/2021 - FCR 14						
Improve Building Shell Systems	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Improve Building Shell Systems (Sub-project: William T. Young Library Roof Replacement) - 12/14/2021 - FCR 15 (prior authorization)						
Improve Building Shell Systems (Sub-project: William T. Young Library Roof Replacement)	Fayette	2020-2022	Complete/In Warranty	100	10/31/23	10/31/23
Improve Building Systems - UK HealthCare (2020)	Fayette	2020-2022	Multiple Subprojects			

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Sub-projects:						
Improve Building Systems - UK HealthCare (2020) (Sub-project: Pavilion H - Replace AHU S1 & S1A) - 10/15/2020 - FCR 2; 9/10/2021 - FCR 8						
Improve Building Systems - UK HealthCare (2020) (Sub-project: Pavilion WH - Replace AHU 4 & 5) - 10/15/2020 - FCR 3						
Improve Building Systems - UK HealthCare (2020) (Sub-project: Pavilion H - Replace AHU S1 & S1A)	Fayette	2020-2022	Complete/In Warranty	100	06/01/23	06/01/23
Improve Building Systems - UK HealthCare (2020) (Sub-project: Pavilion WH - Replace AHU 4 & 5)	Fayette	2020-2022	Complete/Closed Out	100	08/15/22	08/15/22
Improve Building Systems - UK HealthCare (2022)	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Improve Building Systems - UK HealthCare (2022) (Sub-project: Good Samaritan Emergency Generator) - 12/15/2020 - FCR 16 (prior authorization)						
Improve Building Systems - UK HealthCare (2022) (Sub-project: Replace AHU 3 at Pav WH) - 12/13/2022 - FCR 15						
Improve Building Systems - UK HealthCare (2022) (Sub-project: Good Samaritan Emergency Generator)	Fayette	2022-2024	Revising/Rebidding			
Improve Building Systems - UK HealthCare (2022) (Sub-project: Replace AHU 3 at Pav WH)	Fayette	2022-2024	Bidding			
Improve CAER Facilities	Fayette	2018-2020	Multiple Subprojects			
Sub-projects:						
Improve CAER Facilities (Sub-project: Carbon Fiber Development Facility) - 2/21/2020 - FCR 10; Authorization switched to Improve Center for Applied Energy Research Facilities (Sub-project: Carbon Fiber Development Facility) - 6/17/2022 - FCR 23						
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						
Improve CAER Facilities (Sub-project: Mineral Process Building Expansion) Use of federal funds reported to CPBOC on 6/25/2020	Fayette	2018-2020	Complete/Not Closed Out	100	11/30/22	11/30/22
Improve Campus Core Quadrangle Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Campus Infrastructure Upgrade Hospital Drive Water Line - 12/05/2023 - FCR 19	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Campus Parking and Transportation System	Fayette	2018-2020	Multiple Subprojects			
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 - Complete/Closed Out						

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Improve Campus Parking and Transportation System Approved pursuant to KRS 45.763 Sub-projects: Improve Campus Parking and Transportation System (Sub-project: 2023 Maintenance) - 6/17/2022 - FCR 21 Improve Campus Parking and Transportation System (Sub-project: Parking Structure 2 Renovations) - 9/16/2022 - FCR 8	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Campus Parking and Transportation System (Sub-project: 2023 Maintenance)	Fayette	2022-2024	Complete/In Warranty	100	11/22/23	11/22/23
Improve Campus Parking and Transportation System (Sub-project: Parking Structure 2 Renovations)	Fayette	2022-2024	In Construction	52	03/11/24	
Improve Campus Parking and Transportation System 2020 Approved pursuant to KRS 45.763 Sub-projects: Improve Campus Parking and Transportation System 2020 (Sub-project: 2021 Maintenance) - 2/19/2021 - FCR 5; Use of restricted funds component of authorization - Complete/Closed Out 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: 2022 Maintenance)	Fayette	2020-2022	Complete/In Warranty	100	12/14/22	12/14/22
Improve Center for Applied Energy Research Facilities Sub-projects: Improve Center for Applied Energy Research Facilities (Sub-project: Carbon Fiber Developmnt Facility) - 6/17/2022 - FCR 23	Fayette	2022-2024	Multiple Subprojects			
Improve Center for Applied Energy Research Facilities (Sub-project: Carbon Fiber Developmnt Facility) Initially reported as Improve CAER Facilities (Sub-project: Carbon Fiber Development Facility) - 2/21/2020 - FCR 10	Fayette	2022-2024	Design/Phase C			
Improve Central Plants	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Chemistry/Physics Building Phase 3	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Child Development Center - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Civil/Site Infrastructure Kirwan Blanding Site Remediation - 12/05/2023 - FCR 15	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Clinical/Ambulatory Services Facilities - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			

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Improve Coldstream Research Campus Public Infrastructure - 5/5/2020 - FCR 5 (prior authorization); 5/4/2021 - FCR 9	Fayette	2020-2022	Complete/In Warranty	100	06/09/23	06/09/23
Improve Coldstream Research Campus	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve College of Agriculture, Food, and Environment Motor Pool Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Cooper House Prior authorization moved to Facilities Renewal and Modernization (Sub-project: Renew/Modernize Cooper House) - 6/17/2021 - FCR 9; 6/15/2023 - FCR 11	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Dentistry Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Division of Laboratory Animal Resources Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Electrical Infrastructure Ag North/South Complex) - 9/11/2020 - FCR 8	Fayette	2020-2022	Complete/In Warranty	100	01/24/23	01/24/23
Improve Electrical Infrastructure	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Elevator Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Enterprise Networking 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Enterprise Networking 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Fume Hood Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Funkhouser Building Approved pursuant to KRS 45.763 6/17/2022 - FCR 24 (Design)	Fayette	2022-2024	Design/Phase A			
Improve Good Samaritan Hospital Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Housing Approved pursuant to KRS 45.763	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Jacobs Science Building 6/17/2022 - FCR 20	Fayette	2022-2024	In Construction	50	07/05/24	
Improve Joe Craft Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Joe Craft Football Practice Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Johnson Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Kastle Hall	Fayette	2022-2024	Awaiting Initiation by Agency			

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Improve King Library Sub-projects: Improve King Library (Sub-project: Replace Substation and Electrical Upgrades) - 9/16/2022 - FCR 10	Fayette	2022-2024	Multiple Subprojects			
Improve King Library (Sub-project: Replace Substation and Electrical Upgrades)	Fayette	2022-2024	In Construction	50	08/31/24	
Improve Kingsbrook Lifecare Center - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Kroger Field Stadium	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Lancaster Aquatic Center 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Lancaster Aquatic Center 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Lexington Theological Seminary Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Library Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Life Safety	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Markey Cancer Center Facilities Ben F. Roach Cancer Care Facility - UK HealthCare - 9/15/2023 - FCR 15	Fayette	2022-2024	Planning			
Improve McVey Hall	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Mechanical Infrastructure	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Center Library	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 1 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 1 - UKHC Sterile Processing Department 2nd Floor	Boyd	2022-2024	In Construction	87	01/25/24	
Improve Medical Facility 10 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 11 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 12 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 13 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			

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Improve Medical Facility 14 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 15 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 16 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 17 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 2 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 2 - UKHC King's Daughters Medical Office, Paintsville	Johnson	2022-2024	In Construction	55	05/28/24	
Improve Medical Facility 3 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 4 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 5 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 6 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 7 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 8 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Facility 9 - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Medical Plaza	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Memorial Coliseum Design - 2/22/2019 - FCR 8	Fayette	2018-2020	In Construction	31	02/06/25	
Improve Memorial Coliseum This authorization may be used in addition to Facilities Renewal and Modernization project allocation depending upon condition of building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Memorial Hall	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Mineral Industries Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Multi-Disciplinary Science Building This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Nursing Building	Fayette	2022-2024	Awaiting Initiation by Agency			

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Improve Nutter Field House	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Nutter Training Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking Garage 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking Garage 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking/Transportation System - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking/Transportation Systems 1 UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking/Transportation Systems 2 UK HealthCare Approved pursuant to KRS 45.763	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Parking/Transportation Systems UK HealthCare Approved pursuant to KRS 45.763 Parking Structure 8) - 6/17/2021 - FCR 10; 12/13/2022 - FCR 16 CM-at-Risk project delivery method reported to CPBOC on 11/18/2021	Fayette	2020-2022	In Construction	5	07/17/25	
Improve Pence Hall This authorization may be used in addition to Asset Preservation Pool 2022-2024 project allocation depending upon condition of building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Peterson Service Building This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Reynolds Building 1 This authorization may be used in addition to Renew/Modernize Facilities and Facilities Renewal and Modernization project allocations depending upon condition of building	Fayette	2022-2024	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)	Fayette	2020-2022	In Construction	27	12/27/24	

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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						
* Improve Sanders-Brown Center on Aging/Neuroscience Facilities Completion	Fayette	2020-2022	Combined Authorities			
Approved pursuant to KRS 45.763 See Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth)						
Improve Scovell Hall	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Seaton Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Sub-project: Improve Seaton Center (Sub-project: Life Safety Upgrades) - 4/28/2023 - FCR 23						
Improve Seaton Center (Sub-project: Life Safety Upgrades)	Fayette	2022-2024	Design/Phase C			
Improve Senior Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Site/Civil Infrastructure - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Soccer/Softball Facility	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Spindletop Hall Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve State Street Medical Facilities	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Student Center Space 2	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Student Center Space 3	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Sturgill Development Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Taylor Education Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve UK HealthCare Facilities - UK Chandler Hospital	Fayette	2022-2024	Awaiting Initiation by Agency			
Sub-projects: Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Endoscopy Renovation) - 4/28/2023 - FCR 12 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Observation Unit) - 4/28/2023 - FCR 12 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Obstetrical Pav HA) - 4/28/2023 - FCR 12 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Operating Room Expansion) - 4/28/2023 - FCR 12 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Sub-project: Pav H Infusion Center Reloctn) - 9/15/2023 - FCR						

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Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Endoscopy Renovation)	Fayette	2022-2024	Planning			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Observation Unit)	Fayette	2022-2024	Bidding			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Obstetrical Pav HA)	Fayette	2022-2024	Planning			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Operating Room Expansion)	Fayette	2022-2024	Planning			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav H Infusion Center Reloctn)	Fayette	2022-2024	Planning			
Improve University Storage Facility Vaughan Warehouse #1 Roof - 12/05/2023 - FCR 17	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Utilities Infrastructure	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Utilities Infrastructure - Royal Blue Health - UK	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve W.T. Young Facility Sub-projects: Improve W.T. Young Facility (Sub-project: Modernize Four Elevators) - 12/13/2023 - FCR 12	Fayette	2022-2024	Multiple Subprojects			
Improve W.T. Young Facility (Sub-project: Modernize Four Elevators)	Fayette	2022-2024	In Construction	72	11/30/24	
Improve Whalen Building and Bay Facility - Kentucky Advanced Manufacturing	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve White Hall Classroom Building This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Wildcat Coal Lodge	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve Willard Medical Education Building	Fayette	2022-2024	Awaiting Initiation by Agency			
Lease - Purchase Campus Call Center System	Fayette	2022-2024	Awaiting Initiation by Agency			
Lease - Purchase Campus IT Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Lease - Purchase High Performance Computer	Fayette	2022-2024	Awaiting Initiation by Agency			

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Lease - Purchase Network Security	Fayette	2022-2024	Awaiting Initiation by Agency			
Lease - Purchase Voice Infrastructure	Fayette	2022-2024	Awaiting Initiation by Agency			
Purchase/Construct CO2 Capture Process Plant Approved pursuant to KRS 45.763 9/16/2022 - FCR 4	Fayette	2022-2024	Design/Phase A			
Renew/Modernize Facilities Sub-projects: Renew/Modernize Facilities (Sub-project: 18th Floor Patterson) - 12/10/2019 - FCR 11 - Complete/Closed Out Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase I) - 12/10/2019 - FCR 11 - Complete/Closed Out Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase II) - 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: Reynolds Building #1 Phase I) - 6/17/2022 - FCR 25 Renew/Modernize Facilities (Sub-project: Scovell Hall Design) - 6/21/2019 - FCR 19; 12/10/2019 - FCR 11 - Cancelled 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 - Complete/Closed Out	Fayette	2018-2020	Multiple Subprojects			
Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase II)	Fayette	2018-2020	In Construction	96	02/28/24	
Renew/Modernize Facilities (Sub-project: Chemistry/Physics Phase II)	Fayette	2018-2020	Complete/Not Closed Out	100	07/27/22	07/27/22
Renew/Modernize Facilities (Sub-project: Modernize Frazee Hall) CM-at-Risk project delivery method reported to CPBOC on 9/16/2020	Fayette	2018-2020	Complete/In Warranty	100	10/12/23	10/12/23
Renew/Modernize Facilities (Sub-project: Reynolds Building #1 Design)	Fayette	2018-2020	In Construction	89	01/22/24	
Renew/Modernize Facilities (Sub-project: Reynolds Building #1 Phase I)	Fayette	2018-2020	Awaiting Initiation by Agency			
Renovate Carnahan House	Fayette	2022-2024	Awaiting Initiation by Agency			
Renovate Space for a Testing Center	Fayette	2022-2024	Awaiting Initiation by Agency			
Renovate/Improve Nursing Units - UK HealthCare Pav H 3rd Floor Behavioral Health - 9/11/2020 - FCR 7	Fayette	2020-2022	Complete/In Warranty	100	06/15/23	06/15/23
Renovate/Improve Nursing Units - UK HealthCare	Fayette	2022-2024	Awaiting Initiation by Agency			
Renovate/Upgrade HealthCare Facilities	Fayette	2014-2016	Combined Authorities			

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See Renovate/Upgrade UK HealthCare Facilities (combined auth)						
Renovate/Upgrade Healthcare Facilities (Agency Bonds)	Fayette	2016-2018	Combined Authorities			
See Renovate/Upgrade UK HealthCare Facilities (combined auth)						
Renovate/Upgrade Healthcare Facilities (Restricted Funds)	Fayette	2016-2018	Multiple Subprojects			
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						
Renovate/Upgrade HealthCare Facilities 2	Fayette	2014-2016	Combined Authorities			
See Renovate/Upgrade UK HealthCare Facilities (combined auth)						
Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Multiple Subprojects			
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						
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) - Complete/Closed Out						
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 - Cancelled						
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 - Complete/Closed Out						
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Obstetrical Pav HA & H) - 6/24/2016 - FCR 15; 12/12/2017 - FCR 12 - Cancelled						
Renovate/Upgrade UK HealthCare Facilities (combined auth) (Sub-project 1I: Phase 2 Radiology Pav A) - 6/24/2016 - FCR 15 - Cancelled						

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Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 12th Floor)	Fayette	2014-2016	Complete/In Warranty	100	12/08/23	12/08/23
Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 5th Floor)	Fayette	2014-2016	Complete/Not Closed Out	100	04/20/22	04/20/22
Repair Critical Infrastructure/Buildings Systems	Fayette	2022-2024	Awaiting Initiation by Agency			
Repair/Replace Campus Cable Infrastructure	Fayette	2022-2024	Awaiting Initiation by Agency			
Repair/Upgrade/Expand Central Plant Cooling Plant #1 Tower Replacement - 6/21/2019 - FCR 18	Fayette	2018-2020	Complete/In Warranty	100	08/22/23	08/22/23
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	Complete/In Warranty	100	12/22/22	12/22/22
Repair/Upgrade/Expand Central Plants (Sub-project: Expand Central Plant - Design) Comments: on hold	Fayette	2020-2022	Other			
Replace Basketball Playing Floors	Fayette	2022-2024	Awaiting Initiation by Agency			
Replace Kroger Field South Tower Roof 9/15/2023 - FCR 16	Fayette	CPBOC-9/01/23	Complete/In Warranty	100	08/25/23	08/25/23
Replace Princeton Ancillary Buildings Sub-projects: Replace Princeton Ancillary Buildings (Sub-project: Field Research Building) - 12/13/2022 - FCR 9 Replace Princeton Ancillary Buildings (Sub-project: Princeton Farm Shop) - 12/13/2022 - FCR 9 Replace Princeton Ancillary Buildings (Sub-project: Residence Hall) - 12/13/2022 - FCR 9	Caldwell	CPBOC-4/01/23	Multiple Subprojects			
Replace Princeton Ancillary Buildings (Sub-project: Field Research Building)	Caldwell	CPBOC-4/01/23	Awarding Contract			
Replace Princeton Ancillary Buildings (Sub-project: Princeton Farm Shop)	Caldwell	CPBOC-4/01/23	Awarding Contract			
Replace Princeton Ancillary Buildings (Sub-project: Residence Hall)	Caldwell	CPBOC-4/01/23	Awarding Contract			
Replace UK HealthCare IT Systems 1	Fayette	2022-2024	Awaiting Initiation by Agency			
Replace UKHC IT Systems 1	Fayette	2018-2020	In Construction	80	06/30/25	

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Single Enterprise Electronic Health Record - 4/30/2019 - FCR 10						
* Research Building 2	Fayette	Other	Multiple Subprojects			
Initial Authorization - House Bill 298 (2015 Regular Session)						
Sub-projects:						
Research Building 2 (Sub-project: Final Phase)						
Research Building 2 (Sub-project: Phase I - Construct Research Building) - 3/16/2015 - FCR 14 - Complete/Closed Out						
Research Building 2 (Sub-project: Phase III - Fit-Up Two Wet Labs) - 12/10/2019 - FCR 10 - Complete/Closed Out						
Research Building 2 (Sub-project: Final Phase)	Fayette	Other	Complete/Not Closed Out	100	06/08/22	06/08/22
Upgrade/Renovate/Expand Research Labs	Fayette	2022-2024	Multiple Subprojects			
Multiple Sub-projects:						
Upgrade/Renovate/Expand Research Labs (Sub-project: Biosafety Lab Renovation - HSRB) - 9/10/2021 - FCR 7 (prior authorization); 6/17/2022 - FCR 22						
Upgrade/Renovate/Expand Research Labs (Sub-project: EduceLab) - 9/16/2022 - FCR 9						
Upgrade/Renovate/Expand Research Labs (Sub-project: Biosafety Lab Renovation - HSRB)	Fayette	2022-2024	In Construction	12	02/20/24	
Upgrade/Renovate/Expand Research Labs (Sub-project: EduceLab)	Fayette	2022-2024	In Construction	76	01/11/24	
Use of \$827,000 in federal funds and \$173,000 in private funds reported to CPBOC on 12/15/2022						

* 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			
Construct Agriculture Research Facility 2	09/04/23	\$100,000.00	warranty issues
Expand Student Center (Dining)	08/30/22	\$20,000.00	warranty issues
Facilities Renewal, Modernization & Deferred Maintenance (Sub-project: Chemistry/Physics 3rd Floor)	08/27/23	\$60,000.00	Warranty issues
Improve Academic/Administrative Space 1	12/16/23	\$20,000.00	warranty issues
Improve CAER Facilities (Sub-project: Mineral Process Building Expansion)	12/30/23	\$25,000.00	close out issues
Renew/Modernize Facilities (Sub-project: Chemistry/Physics Phase II)	08/27/23	\$70,000.00	warranty issues
Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 5th Floor)	05/20/23	\$250,000.00	close out issues
Research Building 2 (Sub-project: Final Phase)	07/08/23	\$400,000.00	ongoing warranty issues

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Postsecondary Education Cabinet/University of Louisville						
Acquire Dormitories	Jefferson	2022-2024	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Jefferson	2022-2024	Multiple Subprojects			
CM-at-Risk project delivery method reported to CPBOC on 5/19/2022						
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 0)						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 0)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 3)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 4)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 5)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 6)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 7)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 8)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 9)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 10)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 11)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 12)						
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 0)						
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 0)						
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 1)						
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 0)	Jefferson	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 1) Specific Buildings (Critical Building Automation Control Upgrades, Phase 2)	Jefferson	2022-2024	In Construction	50	06/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: Building Energy Mgmt. and Envir. Controls 2) Specific Buildings (Critical Building Automation Control Upgrades, Phase 1)	Jefferson	2022-2024	In Construction	50	06/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 0)	Jefferson	2022-2024	Multiple Subprojects			

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Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 1) Upgrade Law School HVAC (House Bill 1)	Jefferson	2022-2024	Complete/In Warranty	100	09/01/23	09/22/23
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 10) J. B. Speed School (Electrical and HVAC)	Jefferson	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 11) Natural Sciences (Electrical and HVAC)	Jefferson	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 12) School of Medicine Tower and Health Sciences (Electrical)	Jefferson	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 2) Replace HVAC Various Buildings (House Bill 1)	Jefferson	2022-2024	In Construction	20	06/30/25	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 3) Schneider Hall (HVAC and Remediation)	Jefferson	2022-2024	In Construction	25	12/31/24	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 4) Thrust Theatre (HVAC)	Jefferson	2022-2024	Complete/In Warranty	100	11/01/23	11/01/23
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 5) School of Music (HVAC)	Jefferson	2022-2024	In Construction	15	02/28/25	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 6) Vogt Building (AHU, Chillers, and Piping)	Jefferson	2022-2024	Complete/In Warranty	100	12/01/24	10/01/23
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 7) Belknap (Steam and Chilled Water Tunnels, Phase 1)	Jefferson	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 8) Belknap (Electrical - Grawemeyer Hall)	Jefferson	2022-2024	Bidding			

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Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 9) Life Sciences (Electrical and HVAC)	Jefferson	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 0)	Jefferson	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 1) Belknap (Campus Access Control Systems)	Jefferson	2022-2024	In Construction	55	06/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 2) Health Sciences (Campus Access Control Systems)	Jefferson	2022-2024	In Construction	55	06/30/24	
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 0)	Jefferson	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 1) Life Sciences	Jefferson	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 2) Natural Sciences	Jefferson	2022-2024	Bidding			
Athletics Enhancements in New Dormitory	Jefferson	2022-2024	Awaiting Initiation by Agency			
Athletics Enhancements in New Dormitory	Jefferson	2020-2022	Complete/Closed Out	100	12/31/22	11/01/22
Basketball/Lacrosse Practice Facility Expansion Design-Build project delivery method reported to CPBOC on 7/21/2022 Kueber Center Renovation	Jefferson	2022-2024	Design/Phase A			
Belknap 3rd Street Improvements	Jefferson	2022-2024	Design/Phase C			
Belknap Brandeis Corridor Improvements	Jefferson	2022-2024	Design/Phase C			
Belknap Campus New Residence Halls (combined auth) \$90 million of authorized agency bonds was reallocated to Demolish and Construct Residence Halls	Jefferson	2018-2020	Complete/In Warranty	100	12/01/22	12/01/22
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						
Belknap Century Corridor Improvements	Jefferson	2022-2024	Awaiting Initiation by Agency			

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Belknap Stormwater Improvements	Jefferson	2022-2024	Awaiting Initiation by Agency			
Capital Renewal for Athletic Venues	Jefferson	2022-2024	Awaiting Initiation by Agency			
Capital Renewal, Replacement, and Upgrade Pool	Jefferson	2022-2024	Planning			
Cardinal Stadium Club Upgrades	Jefferson	2022-2024	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	80	06/30/24	
Construct Administrative Office Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Artificial Turf Field for Intramural	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Athletic Grounds Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Athletics Office Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Athletics Village	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Belknap Campus Parking Garage	Jefferson	2022-2024	Awaiting Initiation by Agency			
* Construct Belknap Classroom/Academic Building	Jefferson	2014-2016	Complete/Closed Out	100	09/15/18	09/30/22
Construct College of Business Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Football Practice Field Lighting	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct HSC Parking Structure II	Jefferson	2004-2006	Complete/Not Closed Out	100	11/30/09	12/15/09
Construct Indoor Facility	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Medical Office/Lab Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
* Construct Multidisciplinary Engineering Building 1 - Speed School Addition	Jefferson	2022-2024	Awarding Contract			
Construct Natatorium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct Practice Bubble	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct ShelbyHurst Academic Building and Conference Center	Jefferson	2022-2024	Awaiting Initiation by Agency			
Construct/Upgrade Utility Infrastructure	Jefferson	2022-2024	Cancelled			
Demolish and Construct Golf Maintenance/Chemical Building	Jefferson	2022-2024	Awaiting Initiation by Agency			

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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	Jefferson	2020-2022	Complete/Closed Out	100	09/01/21	09/30/22
Demolish and Construct Residence Halls (Sub-project: Phase 2) Initiated under 2018-2020 Belknap Campus New Residence Halls (combined auth) authorization	Jefferson	2020-2022	Complete/In Warranty	100	12/31/22	12/01/22
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 and Renovate Wright Natatorium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Expand College of Business	Jefferson	2022-2024	Awaiting Initiation by Agency			
Expand Ekstrom Library	Jefferson	CPBOC-7/01/23	Awarding Contract			
Expand Marshall Center Complex	Jefferson	2022-2024	Awaiting Initiation by Agency			
Expand Patterson Stadium/Construct Indoor Facility	Jefferson	2022-2024	Design/Phase A			
Expand Ulmer Softball Stadium/Construct Indoor Facility	Jefferson	2022-2024	Awaiting Initiation by Agency			
Exterior Envelope Replacement School of Medicine Building 55A	Jefferson	2022-2024	Awaiting Initiation by Agency			
Housing Facilities - Lease CPBOC approved master lease on 11/19/2020 (Denny Crum Hall)	Jefferson	2020-2022	Complete/Closed Out	100	12/31/22	10/01/22
Improve Housing Facilities Pool	Jefferson	2022-2024	In Construction	70	06/30/24	
J.B. Speed Building Renovation - Phase 1	Jefferson	CPBOC-11/01/20	Complete/Closed Out	100	12/31/21	09/01/22
Lease Housing Facilities	Jefferson	2022-2024	Awaiting Initiation by Agency			
Medical Tower - 55A Vivarium	Jefferson	CPBOC-11/01/20	In Construction	90	12/30/24	

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Public/Private Partnership Louisville Automation and Robotics Research Institute Building - Speed Sc Approved pursuant to KRS 45.763	Jefferson	2022-2024	Awaiting Initiation by Agency			
Public/Private Partnership Resident Hall Approved pursuant to KRS 45.763	Jefferson	2022-2024	Awaiting Initiation by Agency			
Purchase Computer Processing System and Storage	Jefferson	2022-2024	In Construction	80	06/30/24	
Purchase Computing for Research Infrastructure	Jefferson	2022-2024	Awaiting Initiation by Agency			
Purchase Content Management System	Jefferson	2020-2022	Awaiting Initiation by Agency			
Purchase Content Management System	Jefferson	2022-2024	In Construction	50	12/30/24	
Purchase Fiber Infrastructure	Jefferson	2022-2024	Awaiting Initiation by Agency			
Purchase Housing Facilities	Jefferson	2022-2024	Awaiting Initiation by Agency			
Purchase Identity Management	Jefferson	2022-2024	Complete/In Warranty	100	11/01/23	11/01/23
Purchase Land	Jefferson	2022-2024	Awaiting Initiation by Agency			
Purchase Networking System	Jefferson	2018-2020	Complete/Closed Out	100	01/30/21	08/31/22
Purchase Networking System	Jefferson	2022-2024	In Construction	15	06/30/24	
Purchase Next Generation/ERP Support System	Jefferson	2020-2022	In Construction	75	12/31/24	
Purchase Research Computing Infrastructure	Jefferson	2018-2020	Complete/In Warranty	100	12/31/22	03/01/23
Regional Biocontainment Laboratory Pressurization Upgrade	Jefferson	2020-2022	In Construction	70	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	2022-2024	Awaiting Initiation by Agency			
Renovate Belknap Physical Plant Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Cardinal Football Stadium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Cardinal Football Stadium See Renovate Cardinal Stadium Club (combined auth)	Jefferson	2020-2022	Combined Authorities			
Renovate Cardinal Park	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Cardinal Stadium Club (combined auth)	Jefferson	2020-2022	Complete/Closed Out	100	03/31/23	09/30/22

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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 Chemistry Fume Hoods, Phase II	Jefferson	2022-2024	Design/Phase A			
Renovate Chemistry Teaching Labs/Auditorium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate College of Business Classrooms	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Dental School Administrative Space	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Flexner Way Mall	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Fresh Tissue Lab and Morgue	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Garvin Brown Boathouse	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Golf Club Shelby County	Shelby	2022-2024	Awaiting Initiation by Agency			
Renovate Gottschalk Hall	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Gross Anatomy Lab	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Health Sciences Center Instructional and Student Services Space	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Humanities Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Kentucky Lions Eye Center	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Law School	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Life Sciences Building Vivarium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Lynn Soccer Stadium	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Marshall Center	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Music School Building	Jefferson	2022-2024	In Construction	10	06/30/24	
Renovate Natural Sciences Building	Jefferson	2022-2024	Design/Phase A			
Renovate Office Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Parking Structures	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Parking Structures	Jefferson	2020-2022	In Construction	95	12/30/23	
Renovate Patterson Baseball Stadium	Jefferson	2022-2024	Complete/In Warranty	100	10/01/23	03/31/23
CM-at-Risk project delivery method reported to CPBOC on 9/29/2022						

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Renovate School of Medicine Building 55A	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate School of Nursing Building	Jefferson	2020-2022	Complete/In Warranty	100	03/30/23	03/30/23
Sub-project: Renovate School of Nursing Building (Sub-project: Phase I) - Complete/Closed Out Renovate School of Nursing Building (Sub-project: Phase II)						
Renovate School of Nursing Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate School of Nursing Building (Sub-project: Phase II)	Jefferson	2020-2022	Complete/Closed Out	100	12/31/22	10/31/22
Renovate Speed School Research Building	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Thornton's Academic Center	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Trager Football Practice Facility	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Unitas Residence Hall	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate University Tower Apartments	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovate Vivarium Facilities	Jefferson	2022-2024	Awaiting Initiation by Agency			
Renovation and Adaptation Projects for Various Buildings	Jefferson	2020-2022	Complete/In Warranty	100	12/31/22	03/30/23
Renovation and Adaption Projects for Various Buildings	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Artificial Turf Field III	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Artificial Turf Field III	Jefferson	2020-2022	Complete/In Warranty	100	06/30/23	12/01/22
Replace Artificial Turf Field IV	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Cardinal Stadium Seats	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Electronic Video Boards	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Electronic Video Boards	Jefferson	2020-2022	Complete/Closed Out	100	06/30/22	06/30/22
Replace HVAC Various Buildings College of Business and Research Resource Center	Jefferson	2020-2022	Complete/In Warranty	100	06/30/23	03/30/23
Replace HVAC Various Buildings Asset Preservation Pool - 2022-2024 authorization will be used instead	Jefferson	2022-2024	Awaiting Initiation by Agency			
Replace Physical Access Control System	Jefferson	2022-2024	In Construction	50	02/01/25	

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Replace Seats in Athletic Venues	Jefferson	2020-2022	Complete/Closed Out	100	06/30/22	06/30/22
Replace Seats in Athletic Venues	Jefferson	2022-2024	Awaiting Initiation by Agency			
Resurface and Repair Parking Lots	Jefferson	2022-2024	In Construction	10	06/30/24	
Steam Plant Modernization Approved pursuant to KRS 45.763	Jefferson	2022-2024	Cancelled			
Upgrade and Expand WiFi and Cellular Services at Cardinal Stadium	Jefferson	CPBOC-12/01/19	Complete/Closed Out	100	12/31/22	10/01/22
Upgrade College of Education HVAC	Jefferson	2022-2024	Awaiting Initiation by Agency			
Upgrade Dental School HVAC	Jefferson	2022-2024	Awaiting Initiation by Agency			
Upgrade Law School HVAC Asset Preservation Pool - 2022-2024 authorization will be used instead	Jefferson	2022-2024	In Construction	95	12/30/23	
Upgrade STEM Instruction Buildings	Jefferson	2022-2024	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).

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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 Louisville Construct HSC Parking Structure II	01/15/11	\$438,342.82	Reviewing designs to building out space for offices.

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Postsecondary Education Cabinet/Western Kentucky University						
Add Club Seating at Diddle Arena	Warren	2022-2024	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Warren	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Automation System Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: E.A. Diddle Arena Roof)						
Asset Preservation Pool - 2022-2024 (Sub-project: Exterior Lighting)						
Asset Preservation Pool - 2022-2024 (Sub-project: Fiber Optic Cabling System)						
Asset Preservation Pool - 2022-2024 (Sub-project: FY 23 Steam Distribution System)						
Asset Preservation Pool - 2022-2024 (Sub-project: Henry Hardin Cherry Hall Renovation)						
Asset Preservation Pool - 2022-2024 (Sub-project: High Voltage Distribution System)						
Asset Preservation Pool - 2022-2024 (Sub-project: Modernize Campus Access Control)						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Center for Research and Development)						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Gordon Wilson Hall)						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Jody Richards Hall)						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Kentucky Museum)						
Asset Preservation Pool - 2022-2024 (Sub-project: Sanitary Sewer System)						
Asset Preservation Pool - 2022-2024 (Sub-project: Storm Water System)						
Asset Preservation Pool - 2022-2024 (Sub-project: Building Automation System Upgrades)	Warren	2020-2022	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: E.A. Diddle Arena Roof)	Warren	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: Exterior Lighting)	Warren	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Fiber Optic Cabling System)	Warren	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: FY 23 Steam Distribution System)	Warren	2022-2024	Complete/In Warranty	100	10/31/23	10/31/23
Asset Preservation Pool - 2022-2024 (Sub-project: Henry Hardin Cherry Hall Renovation)	Warren	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: High Voltage Distribution System)	Warren	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: Modernize Campus Access Control)	Warren	2022-2024	Planning			

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Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Center for Research and Development)	Warren	2022-2024	Bidding			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Gordon Wilson Hall)	Warren	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Jody Richards Hall) Formerly Mass Media & Technology Hall	Warren	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Kentucky Museum)	Warren	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Sanitary Sewer System)	Warren	2022-2024	Awaiting Initiation by Agency			
Asset Preservation Pool - 2022-2024 (Sub-project: Storm Water System)	Warren	2022-2024	Awaiting Initiation by Agency			
Construct Baseball Grandstand	Warren	2022-2024	Awaiting Initiation by Agency			
Construct Football Pressbox Construct, Renovate and Improve Athletic Facilities authorization will be used instead	Warren	2022-2024	Awaiting Initiation by Agency			
Construct Indoor Athletic Training Facility Construct, Renovate and Improve Athletic Facilities authorization will be used instead	Warren	2022-2024	Awaiting Initiation by Agency			
* Construct New Gordon Ford College of Business CM-at-Risk project delivery method reported to CPBOC on 10/27/2022	Warren	2022-2024	In Construction	10	07/18/25	
Construct Parking Structure IV	Warren	2022-2024	Awaiting Initiation by Agency			
Construct South Plaza	Warren	2022-2024	Awaiting Initiation by Agency			
Construct, Renovate and Improve Athletic Facilities Sub-projects: Construct, Renovate and Improve Athletic Facilities (Sub-project: Hilltopper Fieldhouse) Construct, Renovate and Improve Athletic Facilities (Sub-project: Houchens-Smith Stadium Press Box) Use of \$5.5 million in private funds for Improve Softball and Soccer Complex reported to CPBOC on 2/22/2022 (now under separate authorization) Comments: Sub Projects created for Press Box and Fieldhouse.	Warren	2020-2022	Other			
Construct, Renovate and Improve Athletic Facilities (Sub-project: Hilltopper Fieldhouse)	Warren	2022-2024	Design/Phase C			
Construct, Renovate and Improve Athletic Facilities (Sub-project: Houchens-Smith Stadium Press Box)	Warren	2022-2024	In Construction	10	08/31/24	

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Demolish Foundation Building/Improve Site Comments: Final Completion is weather dependent.	Warren	2020-2022	In Construction	95	03/29/24	
Demolish Garrett Conference Center/Improve Site	Warren	2020-2022	In Construction	95	03/29/24	
Expand Track and Field Facilities	Warren	2022-2024	Awaiting Initiation by Agency			
Improve Softball and Soccer Complex Initiated under Construct, Renovate and Improve Athletic Facilities (reported to CPBOC on 2/22/2022)	Warren	2022-2024	Complete/In Warranty	100	08/31/23	08/14/23
Purchase Property for Campus Expansion	Warren	2022-2024	Awaiting Initiation by Agency			
Purchase Property/Parking and Street Improvements	Warren	2022-2024	Awaiting Initiation by Agency			
Remove and Replace Student Housing at Farm	Warren	2022-2024	Awaiting Initiation by Agency			
Renovate and Expand Clinical Education Complex	Warren	2022-2024	Awaiting Initiation by Agency			
Renovate and Expand Innovation Campus (Center for Research and Development)	Warren	2022-2024	Awaiting Initiation by Agency			
Renovate Center for Research and Development Phase I	Warren	2022-2024	Awaiting Initiation by Agency			
Renovate Helm/Cravens Library 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 Comments: Sub Projects noted in permanent comments.	Warren	2018-2020	Other			
Renovate Helm/Cravens Library (Sub-project: Construct WKU Commons @ Helm Library)	Warren	2018-2020	Complete/Not Closed Out	100	03/31/22	03/31/22
Renovate South Campus	Warren	2022-2024	Awaiting Initiation by Agency			
Renovate State/Normal Street Properties	Warren	2022-2024	Awaiting Initiation by Agency			
Replace Underground Infrastructure Phased Steam Line Replacement	Warren	2020-2022	Complete/Closed Out	100	12/17/22	10/28/22

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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/Western Kentucky University			
Renovate Helm/Cravens Library (Sub-project: Construct WKU Commons @ Helm Library)	04/30/23	\$151,440.66	Working with contractor on some open punch list items.

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Reporting Agency: Commonwealth Office of Technology

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Department of Education/Operations and Support Services						
* Education Finance Application Budgeted Amount - \$2,500,000 Comments: Expenditure:\$0 % Complete: 0%	Multi	2022-2024	Initiation Phase			
Education and Labor Cabinet/General Administration						
Claims Payment Management System Budgeted Amount - \$2,460,000 Comments: Expenditure: \$738,080.25 % complete: 81.00%	Multi	2018-2020	Execution & Control Phase			
Labor Market Data Technologies for Job Matching Budgeted Amount - \$6,636,000 Comments: Expenditure:\$0 % Complete: 0%	Multi	2022-2024	Initiation Phase			
Education and Labor Cabinet/KY Educational Television						
KET Next Gen Conversion Budgeted Amount - \$11,500,000 Comments: Expenditure:\$6,270,165.32 % Complete: 55%	Multi	CPBOC-9/01/21	Initiation Phase			
Education and Labor Cabinet/Workforce Investment						
Case Management System Budgeted Amount - \$4,620,000 Comments: Expenditure:\$493,650.00 % Complete: 40%	Multi	CPBOC-7/01/21	Execution & Control Phase			
Replace Unemployment Insurance System Budgeted Amount - \$47,500,000 \$10 million reallocated from \$20 million bond funded Legacy Retirement System authorization Comments: Expenditure:\$388,902.79 % Complete: 38%	Multi	2018-2020	Planning Phase			
Unemployment Insurance System Maintenance and Support Upgrades	Multi	CPBOC-2/01/22	Initiation Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology

Report Quarter: 2024-1 (January)

Print Date: 01/17/2024

<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>
Budgeted Amount - \$2,000,000 Comments: Expenditure:\$1,433,709.90 % Complete: 100%						
Finance and Administration Cabinet/Commonwealth Office of Technology						
Hybrid - Cloud Service Architecture Budgeted Amount - \$3,000,000 Comments: Expenditure:\$0 % Complete: 6%	Multi	2022-2024	Planning Phase			
* Kentucky Business OneStop (KyBOS) Phase IV Budgeted Amount - \$4,128,000 Comments: Expenditure:\$0 % Complete: 0%	Multi	2022-2024	Initiation Phase			
* Legacy System Retirement Budgeted Amount - \$10,000,000 No further action planned on project during this fiscal year. Initially \$20 million - \$10 million of authorization reallocated to Replace Unemployment Insurance System Comments: Expenditure:\$0 % Complete: 38%	Multi	2018-2020	Execution & Control Phase			
Finance and Administration Cabinet/Controller						
* eMARS Upgrade and Systems Enhancements Budgeted Amount - \$14,000,000 Comments: Expenditure:\$9,133,208.20 % Complete: 51%	Multi	2022-2024	Execution & Control Phase			
Finance and Administration Cabinet/General Administration						
* Business One-Stop Portal - Phase III Budgeted Amount - \$12,000,000 Comments: Expenditure:\$5,541,567.68 % Complete: 75%	Multi	2016-2018	Execution & Control Phase			
Finance and Administration Cabinet/Revenue						
* Integrated Tax System Budgeted Amount - \$92,500,000	Multi	2018-2020	Execution & Control Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology

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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>
<p>Comments: Expenditure:\$25,445,736.46 % Complete: 44%</p>						
General Government Cabinet/Agriculture						
<p>AGR Inspection and Licensing Project Budgeted Amount - \$2,118,000 Initiated under prior 2020-2022 authorization Comments: Expenditure:\$1,354,871.54 % Complete: 42%</p>	Multi	2022-2024	Execution & Control Phase			
General Government Cabinet/Attorney General						
<p>* Upgrade Technology Budgeted Amount - \$2,000,000 Comments: Expenditure:\$681,788.36 % Complete: 68%</p>	Multi	2020-2022	Execution & Control Phase			
General Government Cabinet/KY Communications Network Authority						
<p>* Next Generation Kentucky Information Highway Budgeted Amount - \$454,462,400 Comments: Expenditure:\$439,702,214.25 % Complete: 96%</p>	Multi	2014-2016	Execution & Control Phase			
General Government Cabinet/Registry of Election Finance						
<p>* System Modernization Budgeted Amount - \$1,836,000 Comments: Expenditure:\$333,510.56 % Complete: 2%</p>	Multi	2016-2018	Execution & Control Phase			
General Government Cabinet/Secretary of State						
<p>Enhanced Statewide Election Administration and Online Ballot Delivery System Budgeted Amount - \$1,500,000 Canceled - funds in process of being returned to feds</p>	Multi	CPBOC-10/01/13	Execution & Control Phase			
Health and Family Services Cabinet/Community Based Services						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology

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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>
The Workers Information System (TWIST) Case File Digitization Budgeted Amount - \$10,000,000 Comments: Expenditure:\$608,991.54 % Complete: 97%	Multi	2022-2024	Execution & Control Phase			
* The Workers Information System (TWIST) Modernization Budgeted Amount - \$18,993,000 Comments: Expenditure:\$2,535,941.75 % Complete: 84%	Multi	2022-2024	Execution & Control Phase			
Health and Family Services Cabinet/Department for Income Support (CHFS)						
* Kentucky Child Support Enforcement System (KASES III) Budgeted Amount - \$33,000,000 Comments: Expenditure:\$9,316.00 % Complete: 10%	Multi	2022-2024	Execution & Control Phase			
Health and Family Services Cabinet/General Administration						
KASPER Budgeted Amount - \$2,000,000	Multi	2020-2022	Execution & Control Phase			
Health and Family Services Cabinet/Public Health						
Budget, Accounting and Reporting System Budgeted Amount - \$4,220,000 Comments: Expenditure:\$422,864.89 % Complete: 25%	Multi	2018-2020	Planning Phase			
Scan and Image Historical Records Budgeted Amount - \$5,750,000 Comments: Expenditure:\$4,840,367.17 % Complete: 90%	Multi	2018-2020	Execution & Control Phase			
Vital Statistics Digitized System Budgeted Amount - \$2,700,000 Comments: Expenditure:\$1,542,566.79 % Complete: 30%	Multi	2018-2020	Execution & Control Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology

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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>
WIC Modernization Budgeted Amount - \$10,756,000 Comments: Expenditure:\$296,397.24 % Complete: 0%	Multi	2020-2022	Initiation Phase			
Justice and Public Safety Cabinet/Public Advocacy						
* Case Management System Budgeted Amount - \$1,650,000 Comments: Expenditure:\$0 % Complete: 0%	Multi	2022-2024	Initiation Phase			
Justice and Public Safety Cabinet/State Police						
* Emergency Radio System Replacement, Phase II Budgeted Amount - \$52,450,000 Reported under Two-Way Radio System Replacement, Phase I and Phase II Comments: Expenditure:\$85,534,339.40 % Complete: 30%	Multi	2020-2022	Execution & Control Phase			
* Emergency Radio System Replacement, Phase III Budgeted Amount - \$80,909,000	Multi	2022-2024	Execution & Control Phase			
* Two-Way Radio System Replacement, Phase I and Phase II Budgeted Amount - \$35,100,000 (2018-2020) and \$52,450,000 (2020-2021) for \$87,550,000 total Two-Way Radio System Replacement, Phase I and Emergency Radio System Replacement, Phase II combined under one account	Multi	2018-2020	Execution & Control Phase			
Postsecondary Education Cabinet/Council on Postsecondary Education						
* Upgrade Kentucky Regional Optical Network Infrastructure Enhancement Budgeted Amount - \$1,000,000 Comments: Expenditure:\$242,923.00 % Complete: 25%	Multi	2022-2024	Initiation Phase			
Postsecondary Education Cabinet/Kentucky State University						
Fiber Infrastructure	Franklin	CPBOC-9/01/23	Initiation Phase			
Postsecondary Education Cabinet/KY Community and Technical College System						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology
Report Quarter: 2024-1 (January)
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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>
Upgrade IT Infrastructure - Gateway CTC Budgeted Amount - \$1,500,000	Multi	2020-2022	Initiation Phase			
Tourism, Arts & Heritage Cabinet/KY Heritage Council						
* Records Digitization Budgeted Amount - \$1,000,000 Reallocation from Historical Society's Historical Society Digital Initiatives Comments: Expenditure:\$991,091.78 % Complete: 98%	Multi	2020-2022	Execution & Control Phase			
Tourism, Arts & Heritage Cabinet/KY Historical Society						
* Historical Society Digital Initiatives Budgeted Amount - reduced from \$3,500,000 to \$2,500,000 Bond funded portion reallocated to Heritage Council's Records Digitization	Multi	2014-2016	Execution & Control Phase			
Transportation Cabinet/Gen Admin & Support (Transp)						
* AASHTOWare Budgeted Amount - \$2,000,000 Initiated under prior 2020-2022 authorization Comments: Expenditure:\$1,825,158.40 % Complete: 27%	Multi	2022-2024	Execution & Control Phase			
Facilities Technology Modernization Budgeted Amount - \$1,450,000 Comments: Expenditure:\$581,651.59 % Complete: 22%	Multi	CPBOC-4/01/21	Execution & Control Phase			
* Replace Automated Vehicle Information System (AVIS) Budgeted Amount - \$29,000,000 KYTC used \$25 million in bond funds and will use \$4 million in restricted funds to complete the project, adding a centralized lien management system Comments: Expenditure:\$31,336,642.13 % Complete: 95%	Multi	2008-2010	Execution & Control Phase			
* Replace Kentucky Driver Licensing System Budgeted Amount - \$12,500,000 Comments: Expenditure:\$925,733.12 % Complete: 6%	Multi	2012-2014	Initiation Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

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* Transportation Enterprise Database II Budgeted Amount - \$3,000,000 Comments: Expenditure:\$548,455.78 % Complete: 16%	Multi	2016-2018	Execution & Control Phase			
Transportation Cabinet/Vehicle Regulation						
* International Registration Plan System Upgrade Budgeted Amount - \$2,500,000 Comments: Expenditure:\$2,002,278.85 % Complete: 80%	Multi	2016-2018	Execution & Control Phase			

* 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).

January 16, 2024

Senator Rick Girdler, Co-Chair
Representative Deanna Frazier Gordon, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Subject: Sundry Research, Scientific and Medical Equipment

Dear Senator Girdler, Representative Frazier Gordon 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 items of research, scientific and medical equipment in excess of \$200,000. Money specifically budgeted and appropriated by the General Assembly for another purpose or program was not used to acquire these items.

- A M6 Jetstream spectrometer has been purchased from Bruker AXS LLC for use by UK's Educelab. The equipment is a scanning x-ray fluorescence spectrometry system used for mapping samples across large areas. Educelab samples, such as paintings and sculptures, are not suitable for typical scanning techniques due to their fragility and historical value. The total cost of the research equipment was \$382,650 and was purchased with federal funds from a National Science Foundation grant. The item will be located at the William S. Webb Museum of Anthropology in Lexington.
- A MELD L3 Continuous Feed System has been purchased from MELD Manufacturing for use by the Institute for Sustainable Manufacturing. This equipment will upgrade and replace the feeder used by the Institute's MELD L3 machine. This equipment provides continuous feeding of feedstock material during additive manufacturing operations allowing for the printing of large-scale components. The total cost of the research equipment was \$241,400 and was purchased with federal funds from an Army Research Office grant. The item will be located at the Center for Robotics and Manufacturing Systems building in Lexington.
- A Quantum Perfusion Technologies heart lung machine has been purchased from Spectrum Medical, Inc. for use by UK HealthCare (UKHC). The heart lung machine is designed to detect any respiratory or cardiac changes during pediatric heart surgery and allows doctors to anticipate and prevent any complications in real-time. The equipment provides increased safety and care for pediatric and neonatal patients. The total cost of the medical equipment was \$208,911 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital in Lexington.

- An OEC Elite Digital Mobile C-Arm has been purchased from GE Healthcare for use by UKHC. The OEC C-Arm is comprised of an X-Ray source and an image intensifier which makes the equipment ideally suited to a range of surgical needs including vascular, orthopedics, gastrointestinal, endoscopic, urologic, critical care, pain management and emergency procedures. This equipment will replace a C-Arm that has exceeded its useful life. The total cost of the medical equipment was \$237,486 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital.
- A transesophageal echocardiogram (TEE) ultrasound has been purchased from Philips Healthcare for use by UKHC. The design of the TEE provides higher frequencies and bandwidth providing increased resolution allowing clinicians to view cardiac structure and function in real-time. The total cost of the medical equipment was \$249,908 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital.
- An EPIQ CVx ultrasound system has been purchased from Philips Healthcare for use by UKHC. The EPIQ ultrasound system gives clinicians the ability to see photorealistic renderings of the heart, which improves cardiac anatomy analysis by offering detailed tissue and depth perception. The EPIQ ultrasound system replaces current equipment that is at end-of-life. The total cost of the medical equipment was \$212,552 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital.
- Five M530 OHX with ULT 350 microscopes have been purchased from Leica Microsystems for use by UKHC. The M530 OHX with ULT 350 is a surgical microscope that unites an enhanced depth of field with high resolution to create an optimal view of the surgical field allowing for precision in facial, cranial, spinal, and plastic reconstructive surgeries. This equipment will replace and upgrade aged microscopes used by several UKHC departments. The total cost of the medical equipment was \$1,247,588.60 and was purchased with UK restricted funds. These items will be located at the UK Albert B. Chandler Hospital.
- A CiOS Spin C-Arm has been purchased from Siemens Medical Solutions USA, Inc. for use by UKHC. The CiOS Spin C-Arm uses X-Rays to produce real-time 3D images of the lungs during bronchoscopic interventions allowing for increases in diagnostic yields and cost-effectiveness. This equipment will pair with robotic-assisted endoluminal bronchoscopy equipment already in use. The total cost of the medical equipment was \$358,321 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital.
- An ARTIS icono biplane cardiology imaging system has been purchased from Siemens Medical Solutions USA, Inc. for use by UKHC. The ARTIS icono uses a contrast-driven technique enabling constant image quality. This technology also allows clinicians to adjust the x-ray dose making it ideal for both pediatric and adult cardiac procedures. The total cost of the medical equipment was \$1,757,850 and was purchased with UK restricted funds. The item will be located at the UK Albert B. Chandler Hospital.
- A SOMATOM go.Open Pro has been purchased from Siemens Medical Solutions USA, Inc. for use by UKHC. The SOMATOM is an advanced CT simulator designed to support patients whose conditions are too challenging for existing CT systems. The SOMATOM

provides unique detector width, improved tumor contrast and real-time breathing adaptation for patients with an inability to hold their breath. This equipment replaces a current simulator that is at end-of-life. The total cost of the medical equipment was \$914,500 and was purchased with UK restricted funds. The item will be located at the Morehead Cancer Treatment Center in Morehead, 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
Kristin Cheser
Teresa Centers



January 2, 2024

Ms. Katherine Halloran
700 Capital Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$39,430,000 (est.)
Bullitt County
School District Finance Corporation
School Building Revenue Bonds,
Series 2024A

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.8695.

Sincerely,

/s/ Maria Long

Maria Long
Public Finance

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$39,430,000
Issue Name:	Bullitt County School District Finance Corporation School Building Revenue Bonds, Series 2024A
Purpose:	Fund renovations and additions to Bullitt East High School
Projected Sale Date of Bonds:	January 17, 2024
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1 Und/A1 Enh" – Moody's
Bond Counsel:	Dinsmore & Shohl
Fiscal Agent:	Baird
Architect/Engineer	Studio Kremer

Date Received by SFCC:

/ /
/ /

To be filled in by SFCC

Date Scheduled for Committee Review:

/ /
/ /

To be filled in by SFCC

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	-	\$39,430,000	\$39,430,000
% Share of total Bonds:	-	100.0%	100.0%
Estimated average annual debt service:	-	\$3,152,615	\$3,152,615
Estimated debt service reserve:	-	-	-
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	-	\$170,720	\$170,720
Special Tax Counsel	-	-	-
Number Verifications	-	-	-
Bond Rating	-	40,000	40,000
Underwriter's Discount	-	788,600	788,600
Paying Agent/Escrow Agent Bank	-	3,850	3,850
Total Cost of Issuance:	-	\$1,003,170	\$1,003,170

Anticipated Interest Rates:

5 Years: 2.93% 15 Years: 3.85%
 10 Years: 3.31% 19 Years: 4.02%

(1) Actual costs will not be known until the bonds are sold.



January 8, 2024

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

RE: \$12,000,000 Corbin Independent School District Finance Corporation
School Building Revenue Bonds, Series of 2024

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 High School Athletic Improvements.

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', is written over a light gray horizontal line.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$12,000,000	
District	Corbin Independent School District	
Issue Name:	School Building Revenue Bonds, Series 2023	
Purpose:	High School Athletic Improvements	
Projected Sale Date:	Q1 2024	
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:	/ /	<i>To be filled in by SFCC</i>
Date scheduled for Committee review:	/ /	<i>To be filled in by SFCC</i>

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$12,000,000	\$12,000,000
% Share of total Bonds:	0.00%	100.00%	100.00%
Estimated average annual debt service:	\$0	\$967,602	\$967,602
Estimated debt service reserve:	\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, etc	\$0	\$61,000	\$61,000
Special Tax Counsel	\$0	\$0	\$0
Number verifications	\$0	\$0	\$0
Bond Rating & Bank Fee	\$0	\$35,850	\$35,850
Underwriter's Discount	\$0	\$240,000	\$240,000
Credit Enhancement	\$0	\$0	\$0
Total Cost of Issuance:	\$0	\$336,850	\$336,850

Anticipated Interest Rates:

5 Years: 3.250% 10 Years: 3.330% 15 Years: 3.850%
20 Years: 4.150%

Notes: No Tax Increase required



January 19, 2024

VIA ELECTRONIC MAIL

Capital Projects and Bond Oversight Committee
Frankfort, Kentucky 40601

RE: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight Committee

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$10,250,000 (estimated)
Dayton Independent (Kentucky) School District Finance Corporation
School Building Revenue Bonds, Series 2024

Please be advised that the enclosed costs are estimates. Actual costs will not be known until the bonds have been sold. A tax increase will not be necessary to support debt service on this financing.

We hereby request that the above bond issue be reported to the Bond Oversight Committee at its next regularly scheduled meeting.

If you need any additional information, please do not hesitate to call me at (859) 368-9622.

Sincerely,

Michael George
Managing Director

A handwritten signature in blue ink that reads "Michael George".

Enclosure

cc: Mark Franklin
Jay Brewer

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$10,250,000 (estimated)
Issue Name:	Dayton Independent School District Finance Corporation
Purpose:	Dayton High School - Project One Campus
Projected Sale Date of Bonds:	3/20/24
First Call Date:	04/01/33 @ 100%
Method of Sale:	Competitive
Place/Time of Sale:	SFCC/11:00 AM ET
Bond Rating:	"A1" – Moody's (Enhanced)
Bond Counsel:	Dinsmore & Shohl
Fiscal Agent:	Compass Municipal Advisors, LLC

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>

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$10,250,000	\$10,250,000
% Share of total Bonds:	0%	100%	100%
Est. average annual debt service:		\$756,238	\$756,238
Estimated debt service reserve:		-0-	-0-
Estimated Cost of Issuance ¹			
Fiscal Agent, Bond Counsel:		\$55,000	\$55,000
Advertisements, Printing, etc.		\$0	\$0
Special Tax Counsel		-0-	-0-
Paying Agent		\$3,850	\$3,850
Bond Rating		\$32,000	\$32,000
Escrow Verification		-0-	-0-
Underwriter's Discount		\$183,286	\$183,286
Credit Enhancement		\$0.00	\$0
Total Cost of Issuance:	\$0	\$274,136	\$274,136

Anticipated Interest Rates:²	5 Year - 3.33%	10 Year - 3.59%	15 Year - 4.12%
	20 Year - 4.40%	25 Year - 4.64%	

¹ Actual costs will not be known until the bonds are sold.

² Estimated yields shown.



January 11, 2024

Ms. Katherine Halloran
700 Capital Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$48,270,000 (est.)
Hardin County
School District Finance Corporation
School Building Revenue Bonds,
Series of 2024

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.1829.

Sincerely,

/s/ Grant Needham

Grant Needham
Public Finance

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$48,270,000
Issue Name:	Hardin County School District Finance Corporation School Building Revenue Bonds, Series of 2024
Purpose:	Complete Renovation of Central Hardin High School
Projected Sale Date of Bonds:	Spring 2024
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "Aa3 Und/A1 Enh" – Moody's
Bond Counsel:	Steptoe and Johnson
Fiscal Agent:	Baird
Architect/Engineer	JRA Architects

Date Received by SFCC: / / *To be filled in by SFCC*

Date Scheduled for Committee Review: / / *To be filled in by SFCC*

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	-	\$48,270,000	\$48,270,000
% Share of total Bonds:	-	100.0%	100.0%
Estimated average annual debt service:	-	\$4,103,798	\$4,103,798
Estimated debt service reserve:	-	-	-
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	-	\$206,080	\$206,080
Special Tax Counsel	-	-	-
Number Verifications	-	-	-
Bond Rating	-	40,000	40,000
Underwriter's Discount	-	965,400	965,400
Paying Agent/Escrow Agent Bank	-	4,000	4,000
Total Cost of Issuance:	-	\$1,215,480	\$1,215,480

Anticipated Interest Rates:

5 Years:	3.01%	10 Years:	3.37%
15 Years:	3.91%	20 Years:	4.12%

(1) Actual costs will not be known until the bonds are sold.



December 28, 2023

Ms. Katherine Halloran
700 Capital Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$3,480,000 (est.)
Murray Independent
School District Finance Corporation
Energy Conservation Revenue Bonds,
Series of 2024

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.8695.

Sincerely,

/s/ Maria Long

Maria Long
Public Finance

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$3,480,000
Issue Name:	Murray Independent School District Finance Corporation Energy Conservation Revenue Bonds, Series of 2023
Purpose:	Fund energy conservation measures throughout the District
Projected Sale Date of Bonds:	Q1 2024
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1" Enhanced – Moody's
Bond Counsel:	Steptoe & Johnson
Fiscal Agent:	Baird
Architect/Engineer:	Ascendant

Date Received by SFCC: / / *To be filled in by SFCC*

Date Scheduled for Committee Review: / / *To be filled in by SFCC*

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	-	\$3,480,000	\$3,480,000
% Share of total Bonds:	-	100.0%	100.0%
Estimated average annual debt service:	-	\$259,196	\$259,196
Estimated debt service reserve:	-	-	-
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	-	\$26,920	\$26,920
Special Tax Counsel	-	-	-
Number Verifications	-	-	-
Bond Rating	-	15,000	15,000
Underwriter's Discount	-	69,600	69,600
Paying Agent/Escrow Agent Bank	-	4,000	4,000
Total Cost of Issuance:	-	\$100,520	\$100,520

Anticipated Interest Rates: 5 Years: 3.05% 10 Years: 3.30%

15 Years: 3.75% 20 Years: 4.55%

(1) Actual costs will not be known until the bonds are sold.



January 5, 2024

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

RE: \$4,000,000 Nelson County School District Finance Corporation
School Building Revenue Bonds, Series of 2024

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 a new bus maintenance facility.

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

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$4,000,000	
District	Nelson County School District	
Issue Name:	School Building Revenue Bonds, Series 2024	
Purpose:	New Bus Maintenance Facility	
Projected Sale Date:	Q1 2024	
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:	/ /	<i>To be filled in by SFCC</i>
Date scheduled for Committee review:	/ /	<i>To be filled in by SFCC</i>

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$4,000,000	\$4,000,000
% Share of total Bonds:	0.00%	100.00%	100.00%
Estimated average annual debt service:	\$0	\$287,871	\$287,871
Estimated debt service reserve:	\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, etc	\$0	\$29,000	\$29,000
Special Tax Counsel	\$0	\$0	\$0
Number verifications	\$0	\$0	\$0
Bond Rating & Bank Fee	\$0	\$15,850	\$15,850
Underwriter's Discount	\$0	\$80,000	\$80,000
Credit Enhancement	\$0	\$0	\$0
Total Cost of Issuance:	\$0	\$124,850	\$124,850

Anticipated Interest Rates:

5 Years: 3.250% 10 Years: 3.330% 15 Years: 3.940%
20 Years: 4.150%

Notes: No Tax Increase required



January 9, 2024

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

RE: \$5,700,000 Taylor County School District Finance Corporation
School Building Revenue Bonds, Series of 2024

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 improvements at Taylor County High School.

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

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$5,700,000	
District	Taylor County School District	
Issue Name:	School Building Revenue Bonds, Series 2023	
Purpose:	Improvements at Taylor County High School	
Projected Sale Date:	Q1 2024	
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:	/ /	<i>To be filled in by SFCC</i>
Date scheduled for Committee review:	/ /	<i>To be filled in by SFCC</i>

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$5,700,000	\$5,700,000
% Share of total Bonds:	0.00%	100.00%	100.00%
Estimated average annual debt service:	\$0	\$410,328	\$410,328
Estimated debt service reserve:	\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, etc	\$0	\$35,800	\$35,800
Special Tax Counsel	\$0	\$0	\$0
Number verifications	\$0	\$0	\$0
Bond Rating & Bank Fee	\$0	\$17,350	\$17,350
Underwriter's Discount	\$0	\$114,000	\$114,000
Credit Enhancement	\$0	\$0	\$0
Total Cost of Issuance:	\$0	\$167,150	\$167,150

Anticipated Interest Rates:

5 Years: 3.250% 10 Years: 3.330% 15 Years: 3.850%
20 Years: 4.150%

Notes: No Tax Increase required



January 5, 2024

Ms. Katherine Halloran
700 Capital Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$1,185,000 (est.)
Estill County
School District Finance Corporation
School Building Refunding Revenue Bonds,
Series 2024

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.8695.

Sincerely,

/s/ Maria Long

Maria Long
Analyst

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$1,185,000
Issue Name:	Estill County School District Finance Corporation School Building Refunding Revenue Bonds, Series of 2024
Purpose:	Current refunding of the Series of 2013 bonds
Projected Sale Date of Bonds:	Q1 2024
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1" – Moody's
Bond Counsel:	Steptoe & Johnson
Fiscal Agent:	Baird

Date Received by SFCC: / / *To be filled in by SFCC*

Date Scheduled for Committee Review: / / *To be filled in by SFCC*

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	-	\$1,185,000	\$1,185,000
% Share of total Bonds:	-	100%	100%
Estimated average annual debt service:	-	\$163,898	\$163,898
Estimated debt service reserve:	-	-	-
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	-	\$12,850	\$12,850
Special Tax Counsel	-	-	-
Number Verifications	-	-	-
Bond Rating	-	15,000	15,000
Underwriter's Discount	-	11,850	11,850
Paying Agent/Verification Agent/Escrow Agent Bank	-	3,500	3,500
Total Cost of Issuance:	-	\$43,200	\$43,200

Anticipated Interest Rates:

1 Year:	5%	5 Years:	5%
8 Years:	5%	10 Years:	4%

(1) Actual costs will not be known until the bonds are sold.



University of Kentucky
Office of the
Executive Vice President
for Finance & Administration

107 Main Building
Lexington, KY 40506-0032
O: 859-257-1841
F: 859-323-5650
www.uky.edu

December 21, 2023

Senator Rick Girdler, Co-Chair,
Representative Deanna Frazier Gordon, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Dear Senator Girdler, Representative Frazier Gordon and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45A.077, the University of Kentucky reports the issuance of a Request for Proposals for a Public-Private Partnership (P3) project delivery method for the Construct/Improve Medical/Administrative Facility 1 – UKHC (Medical Office Building) capital project, authorized by the 2022 Kentucky General Assembly. This capital project was approved for initiation of the design phase by the University's Board of Trustees at their April 28, 2023, meeting. Enclosed is a copy of the Request for Proposals.

The University has requested reauthorization of this project using a P3 project delivery method as part of its 2024-26 Capital Budget Request. Contingent upon reauthorization by the 2024 Kentucky General Assembly and once negotiations are completed, the final contract shall be submitted to the Committee pursuant to KRS §45.763 before beginning any work on the project.

Sincerely,

Eric N. Monday
Executive Vice President for Finance and Administration
and Co-Executive Vice President for Health Affairs



University of
Kentucky®
Procurement Services

Request for Proposal

UK-2398-24

Proposal Due Date – 01/23/2024

Medical Office Building(s)
Public-Private Partnership(P3)



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	<u>UK-2398-24</u>	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date and Title:	<u>12/21/2023</u> Medical Office Building Developer Public Private Partnership	UNIVERSITY OF KENTUCKY PROCUREMENT SERVICES 411 S LIMESTONE ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005
Procurement Officer:	Corey W. Leslie	
Phone/ EMail:	859-257-5405/corey.leslie@uky.edu	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/23/2024 @ 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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Appendices:

A – Hamburg East Site Map

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 "Architect of Record" means the prime architectural firm, to include subconsultants providing architectural and/or engineering services for this development.

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 term "Developer" means the entity selected to carry out the Project.

The "Agreement" is the agreement that defines the terms between the parties.

The terms "Offer" or "Proposal" mean the Offeror's response to this RFP.

The term "Offeror" means the entity or group submitting the Proposal.

The term "Project" means the Hamburg East Medical Office Building Project.

The term "Project Site" means the ground on which the Project is located.

The term "Purchasing Agency" means University of Kentucky Procurement Services, 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" or "Owner" means the University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky (UK) is pleased to present this Request for Proposal (RFP) for qualified individuals, firms and teams that have extensive experience with the development financing, management and implementation of medical and university facilities on budget and on schedule.

UK is considering a P3 arrangement with an established developer for the planning, design, construction, financing, and potentially the operations and maintenance of these facilities.

UK is seeking to partner with a developer with a thorough knowledge of these types of medical and university facilities, a successful track record of university partnerships, and a commitment to partner with UK for a seamless and collaborative experience.

A P3 project delivery process is being considered for the Project primarily to diversify UK's financing sources, accommodate and accelerate capital project schedules and maintain and enhance UK's competitive position.

A P3 project delivery process is contingent on state budget authorization, which if authorized, will be effective no earlier than July 1, 2024.

The design shall conform to the "Official UK Standards" unless prior written consent is given by the UK Project Manager. Design Standard are available at:

<http://www.uky.edu/cpmd/official-design-standards>

The components of the Project are as follows:

- ≡ Outpatient medical office space to support multidisciplinary clinical care and teaching, including exam rooms, core support services (e.g., pharmacy, lab and radiology), and patient and staff amenities
- ≡ A consistent, flexible, innovative outpatient medical office building to support efficient patient and family focused healthcare facility of 200,000 square feet or greater and supporting infrastructure, if applicable.
- ≡ Construct a high quality, minimal maintenance exterior and interior structure that will support a 30 year plus use. Appropriate milestones established for updates within this duration.
- ≡ Option to partner for i) design, build, and finance, or ii) design, build, finance, operate and maintain (the O&M partner would maintain first class medical office space).

Qualified firms shall demonstrate knowledge, experience, organization and financial ability to implement a complex, progressive, innovative project in a timely manner that serves the best interest of the University.

The evaluation criteria (described in Section 4.0) will consider the capabilities of the Offerors and will include experience, resources, financial capability, speed of delivery and project financing.

The University anticipates additional community campus / medical facility / university / parking development needs in the near future. The University reserves the right to negotiate with the selected Developer for additional projects; however, the continued use of the Developer is on a case-by-case basis and the University is under no obligation to do so.

For additional information please refer to the following Appendices:

Appendix A – Hamburg East Site Map

2.2 University Information

Upon his arrival in 2011, President Eli Capilouto set 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 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 help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

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 900 acres. The university enrolled more than 34,000 students in Fall 2023 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 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; Honors; 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. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$479.3 million in extramural grant and contract funding in fiscal year 2023. Fifty-three percent of this funding comes from agencies in the federal government (\$252.6 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$873 million in economic activity across the Commonwealth of Kentucky and support more than 4,636 jobs.

With more than 70 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

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 2023, Markey earned the prestigious National Cancer Institute's Comprehensive Cancer Center designation – one of 56 nationally, the only one in Kentucky and the only one within nearly 200 miles of Lexington. Markey received an initial NCI designation in 2013.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a 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 29 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. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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 the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care

hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

2.3 Sustainability

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

2.4 Economic Inclusion

The University of Kentucky is committed to serve as an advocate for diverse and Kentucky located 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. The University is also committed to increasing its expenditures with Kentucky located businesses. All of our efforts are fully compliant with the Kentucky Model Procurement Code.

Among the University's goals for DBE and local 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 and Kentucky located 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 and Kentucky located vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse and Kentucky located vendors

- Sponsor events to assist diverse and Kentucky located 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.

2.5 Project Background Information

UK recently completed the acquisition of 41.18 acres of land adjacent to Winchester Road and I-75. The property is anticipated to be a future home for a medical campus that could include a medical office building and/or other university facilities.

UK recently engaged a consultant to prepare a strategic facility plan which evaluated how UK could best utilize the site as a health and wellness campus. The result was a building plan that would accommodate a medical office building and future university facility, including surface and structured parking. The strategic facility plan will be shared with short-listed firms.

The proposed campus will provide services to complement UK HealthCare's main medical center facilities, UK Chandler Hospital and UK Kentucky Clinic as well as provide a health and wellness destination in the community.

As part of the refresh of our strategic plan in 2023, UK HealthCare is focusing on not only providing more health care access to Kentuckians, but ensuring that this access is more conveniently located for patients.

The parties will negotiate and execute a long-term agreement for a medical office building on the Hamburg East site of approximately 200,000 square feet or greater. As well as current and future parking / infrastructure.

The Developer will construct the medical office building and site parking development at the Hamburg East, and may provide the maintenance, operations, and custodial functions of the building components of the Project.

2.6 Financing

The University is seeking responses from Developers that provide cost effective financing options and structures.

Therefore, Developers responding to this Solicitation should anticipate that, during the Planning Stage, the University will engage the selected Developer in a comprehensive evaluation of transaction structures, business terms, and capital sources. The University is seeking Teams with demonstrated ability and experience in financing developments on publicly-owned property.

For the purposes of responding to this RFP, and subject to the on-going discussions described above, Offerors should assume that Agreements for the development of the site will include the general provisions as set forth in this RFP and Appendices.

The University has a high preference for equity funding as available.

The University financing terms and engagement in a public-private partnership structure are contingent on state budget authorization and if authorized, to be effective on July 1, 2024.

Offerors will be asked to respond to a specific Financial Proposal scenario to support the consistent and equitable comparison of Offerors.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	12/21/2023
Pre-Proposal Conference	1/9/2024
Deadline for Written Questions	3 PM Eastern Time on 1/12/2024
Addendum	1/17/2024
RFP Proposals Due	3 PM Eastern Time on 1/23/2024
Evaluation of Proposals	2/9/2024
Offeror Presentations	3/11/2024 – 3/15/2024
Contract Award (estimated)	3/29/2024 (effective date to be no earlier than July 1, 2024)

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:

Corey W. Leslie
 Procurement Services
 University of Kentucky
 322 Peterson Service Building
 Lexington, KY 40506-0005
 Phone: (859) 323-5405
 E-mail: corey.leslie@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on January 9, 2024 at 2:00PM Lexington, KY time_Via Zoom to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

Meeting URL: <https://uky.zoom.us/j/85600283794>

Call in: +1 309 205 3325 (US Toll)

Meeting ID: 856 0028 3794

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

- Attendance at the pre-proposal conference is voluntary. 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.

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

3.4 Offeror Presentations

Respondents may be required to make a presentation to the evaluation committee. The interviews are tentatively scheduled to be held on the week of March 11, 2024. Actual interview times will be scheduled later. In addition, an agenda will be issued prior to the interviews.

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 Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). 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.

3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** One (1) electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies
- **Financial Proposal:** One (1) electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Financial Offer) and two (2) printed copies

Do not password protect the electronic storage devices.

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

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

Please note: 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.

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

Except for any consultants hired by the University to assist with evaluation of this RFP and offers, 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 procurement 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 – Development Experience
- ≡ Criteria 3 – Financial Capability to Execute the Project
- ≡ Criteria 4 – Project Financing
- ≡ Criteria 5 – Facility Services Management Experience
- ≡ Criteria 6 – Financial Proposal
- ≡ Criteria 7 – References
- ≡ Other Additional Information

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

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

4.3 Transmittal Letter

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

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

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

4.4 **Executive Summary and Proposal Overview**

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

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

- ≡ When was your organization established and/or incorporated?
- ≡ Indicate whether your organization is classified as local, regional, national, or international.
- ≡ Describe the size of your company in terms of number of employees, gross sales, etc.
- ≡ Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- ≡ Include other demographic information that you feel may be applicable to the Request for Proposal submission.
- ≡ 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 employs 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.

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	

Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

4.5 **Criteria 1 - Offeror Qualifications**

Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

- ≡ **Speed of Delivery:** Demonstrated ability of the Offeror to drive the timelines and critical milestones.
- ≡ **Experience:** Demonstrated experience with the successful completion of projects with a similar scope, including academic medical campus development
- ≡ **Strategy Re-validation:** Provide examples of national and best practices analytic resources utilized by the Offeror to expand the University's internal knowledge and strategic analysis. Demonstrate experience and/or provide benchmark examples of service distribution and program placement for on and off campus clinical programs for best practice academic medical center coordination.
- ≡ **Cost Controls:** Demonstrate expertise to develop an efficient, lasting and cost-effective building design.
- ≡ **Long Term Partnership:** Proven track record of partnerships spanning multiple projects and timelines with a public partner or partners. Ability and willingness to collaborate with existing and potential UK and UKHC external partners as applicable to site development.
- ≡ **Team:** Provide a description of the proposed staffing plan including, names, titles, roles and responsibilities. Provide proposed primary subcontractors (e.g. architect, general contractor) Engage local subcontractor as appropriate. Identify whether any subcontractors are small businesses as determined by the U.S. Small Business Administration. Identify projects where the proposed team and/or subcontractors have worked together, both as a firm but also the individual level.
- ≡ **Active versus Passive Funding:** Define the Offeror partner's approach and ability to fund infrastructure. Highly prefer equity funding as available.
- ≡ **Team and Firm Organization:** Identify the Offeror's entity; its legal status; employer identification number; address; full names of the officers, their addresses, credit references, and brief biographical summaries. If the entity is a joint venture or partnership, provide the above information for each partner.

- ≡ **Key Personnel:** Provide a description of the proposed staffing plan including the names and titles of all key staff assigned to the Project, their roles and responsibilities and their resumes.
- ≡ **Legal Claims:** Disclose any recent or currently outstanding legal claims against the Offeror or any key personnel, including the source of such claims, their amount, and status.
- ≡ **Primary subcontractors:** Provide a list of proposed primary subcontractors (e.g. Architect and General Contractor) and experience of their firms with projects similar in size and scope to the Project. Identify whether any of the subcontractors are small businesses as determined by the U.S. Small Business Administration.

4.6 **Criteria 2 – Development Experience**

- ≡ The Offeror should provide evidence of having successfully undertaken other projects of this type and/or magnitude. Describe the background and experience of the entity and its principals in undertaking medical office campuses of this type and magnitude, including brief descriptions of similar projects completed and/or under construction. Provide a statement regarding the duration of the Offeror's financial and operational involvement with each such project following completion (or an affiliate's involvement if the Offeror is not the entity working with such project following completion). This description should additionally include the cost history of the projects in meeting construction budgets, operating budgets, debt coverage and delivery dates and where they differed from the pre-construction project pro forma.
- ≡ The Offeror should identify and describe awards it has received for medical office building, university facilities and/or parking projects completed in the last five (5) years. It should show evidence of achieving high quality and affordability within the varying markets it has entered. Additionally, it should note the length of time key leadership and employees who have been with the company and working on this project. Provide project financing examples, drawn whenever possible from the project experience described above.
- ≡ The Offeror should provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in working with public institutes of higher education and healthcare appropriate local and state government offices.

4.7 Criteria 3 – Financial Capability to Execute the Project

Provide evidence of the Offeror entity's financial condition including company and, if relevant, personal financial statements; a statement detailing the different methods of financing the Offeror is capable of delivering including, but not limited to, equity, private debt and other financing options. Provide financial and banking references and telephone numbers of contacts for such references, together with written authorization permitting the University to confirm financial information with such references. The University may request a review of such submissions by a Certified Public Accountant or its external auditors.

4.8 Criteria 4 – Project Financing

The University has a high preference for equity funding as available. For the purposes of financial modeling assume a medical office building of 200,000 square feet for the proposed and alternative financing structure. Provide a description of any and all other assumptions used to develop Offeror's financial proposal.

- ≡ Proposed Financing Structure -- Provide a detailed narrative description of the proposed financing structure, showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror's return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement the proposed financing structure.
- ≡ Alternative Financing Structure(s) - Provide a detailed narrative description of any alternative proposed financing structure(s), showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror's return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement each alternative proposed financing structure.

4.9 Criteria 5 – Facility Services Management Experience

The University will evaluate various options, as proposed by Offerors responding to the RFP, for maintenance, operations, and custodial functions of the Project. The University anticipates that management, operations, and custodial responsibilities may be the sole responsibility of the Developer. However, the University anticipates that management, operations, and custodial responsibilities for all of the parking in the proposed Project may be the sole responsibility of the University.

Provide a statement of previous management arrangements used by the Offeror and the success of each particularly as it relates to on-campus or publicly-owned facilities. Discuss the various options available regarding operations and maintenance. Provide a statement of the Offeror's preferred management arrangement. Provide a statement of evidence of the Offeror's property management experiences and the ability to maintain high standards of maintenance. If intending to contract with a management firm, describe prior joint projects with that firm and include the length of service. All personnel associated with or involved in the management of the project must undergo and pass background checks. 4.10 Criteria 6 – Financial Proposal

The University will evaluate Offeror's complete financial offer based on information provided to the University using the format contained in Section 8.0.

All financial information must be submitted in a sealed envelope under separate cover.

4.11 Criteria 7 - References

The Offeror shall supply names addresses, and telephone numbers of three (3) business references, preferably public sector clients for whom similar work has been accomplished and briefly describe the type of service provided. Include information on which components were implemented and the duration of the engagement. The Offeror acknowledges that the University reserves the right to contact others involved with the identified projects.

4.12 Criteria 8 – Other Additional Information

Offeror shall describe in detail their company's commitment to economic inclusion. Information could include statistics such as the number of diverse employees and executives as well as a descriptions of the Offeror's efforts to do business with local and diverse business enterprises as they conduct their own business.

Please provide any additional information that the Offeror feels should be considered when evaluating their Proposal.

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

5.0 EVALUATION CRITERIA PROCESS

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

The evaluation of responsive proposals shall then be completed by the 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. If a contract is awarded, the University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

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

The relative importance of the criteria is defined below:

Primary Criteria

- ≡ Criteria 1 - Offeror Qualifications
- ≡ Criteria 2 - Development Experience
- ≡ Criteria 3 - Financial Capability to Execute the Project
- ≡ Criteria 4 - Project Financing
- ≡ Criteria 5 - Facility Services Management Experience
- ≡ Criteria 6 - Financial Proposal
- ≡ Criteria 7 – References

Secondary Criteria

- ≡ Criteria 8 – Other Additional Information

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

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

6.0 TERMS AND CONDITIONS

6.1 Contract Term

Intentionally left blank.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including but not limited to that of the Commonwealth of Kentucky Government Contracts Review Committee and the Capital Projects and Bond Oversight Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the University to enter into competitive negotiation as authorized by KRS 45A.077 and KRS 45A.085.

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

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

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

6.4 Bonding

During the construction phase, a 100% Performance Bond and 100% Payment Bond shall be furnished by the developer.

6.5 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.

6.6 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 developer and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.7 Contractor Cooperation in Related Efforts

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

6.8 Entire Agreement

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

6.9 Governing Law

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

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

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

6.11 Termination for Convenience

University of Kentucky Procurement Services reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of

termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

6.12 Termination for Non-Performance

Default

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

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

Demand for Assurances

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

Notification

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

6.13 Funding Out

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

6.14 Prime Contractor Responsibility

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

6.15 Assignment and Subcontracting

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

6.16 Permits, Licenses, Taxes

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

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

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

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

6.17 Attorneys' Fees

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

6.18 **Royalties, Patents, Copyrights and Trademarks**

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

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

6.19 **Indemnification**

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

6.20 **Insurance**

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

COVERAGES

Workers' Compensation

Commercial Excess General Liability or, Umbrella Liability Insurance, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract. May include a Contractor Controlled Insurance Program (CCIP or Wrap-Up)

Business Automobile Liability, covering owned, leased, or non-owned autos

Professional Liability/Errors & Omissions

Construction utilizing Rigging, Cranes or Helicopter operations will require additional coverage limits naming the University as additional insured

LIMITS

Statutory Requirements (Kentucky)

\$10,000,000 each occurrence combined single limits for bodily injury and property damage.

\$2,000,000 each occurrence
(BI & PD combined)

\$1,000,000 each occurrence

If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$30,000,000 will be required. If cranes and rigging are involved, a

separate inland marine policy with liability limits of \$15,000,000 will be required.

There may be additional insurance requirements negotiated for inclusion in the Lease.

This policy shall have a minimum of \$5,000,000 limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

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

6.21 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.

6.22 Reciprocal Preference

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

6.23 Reports and Auditing

All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner or its duly authorized representatives for audit, inspection, and copying upon the request of the Owner or the Owner's Representative(s). Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, subcontracts, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its predevelopment, development, design, construction, operation, and maintenance.

6.24 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.

6.25 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.

6.26 Extending Contract

The offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.27 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of

the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.28 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/pmarketing/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://ourbrand.ukhealthcare.org>.

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.

7.1 Developer Services Defined

The University envisions two phases for the contemplated project:

- **Phase I** – Project Planning and Due Diligence. It is anticipated that this phase would begin immediately following negotiation of a pre-development agreement. The University will own all the work product including architectural and engineering drawings and due diligence reports. The University will be permitted to terminate the pre-development agreement at any point in exchange for a “break up fee” to be negotiated. Phase I will culminate with a final financial proposal from the Developer including all terms of a contemplated transaction including final development budget and yield on cost, lease structure and term, and ground rent.
- **Phase II** – Financing, construction execution, and delivery of the base building – should the University elect to proceed to Phase II. The University financing terms and engagement in a public-private partnership structure are contingent on state budget authorization, which if authorized, will be effective no earlier than July 1, 2024.

A detailed development and other required agreements will be negotiated with the successful developer upon completion of the RFP process. The development agreement will include but not be limited to the following services:

- Strategy Re-Validation
- Design Phase Services
- Construction Cost and Timeline Estimate
- Construction, including Acceptance
- Post Construction, including Warranty

8.0 FINANCIAL OFFER

It is anticipated that the selected Developer will capitalize 100 percent of the Project, develop and construct the Project. The University will ultimately retain ownership of the Project land. The selected Developer will master lease the building to the University for a to-be-determined master lease term at a to-be-determined rental factor based upon a percentage of the total Project cost. The University will ground lease the land to the selected Developer based on a to-be-determined set of terms and conditions to facilitate the development of the Project. Each Developer shall provide a financial offer in its RFP response that shall outline the following for its preferred and any alternative project options. Utilize the scenario provided in Section 4.8 Criteria 4 to address the below proposed and alternative financing structure

1. Transaction and Financing Structure:
 - a. Proposed Transaction Structure
 - b. Capital Structure (Percentage of Proposed Equity / Debt: Equity highly preferred)
 - c. Proposed Financing Sources and Descriptions
 - d. Current Relationship with Proposed Financing Sources
 - e. Required Internal Approvals and Timelines
 - f. Anticipated Hold Period
2. Master Lease:
 - a. Landlord / Building Owner

- b. Master Tenant
 - c. Right to Sublet
 - d. Initial Lease Term
 - e. Rent Rate (First Year, As % of Total Project Cost)
 - f. Maximum Tenant Improvement Allowance (PSF, if applicable)
 - g. Lease Reimbursement Structure
 - h. Annual Rent Escalation
 - i. Lease Renewal Options
 - j. Rent Commencement Date
 - k. Security Deposit
 - l. Tax / Insurance Escrow Requirement
 - m. Construction Interest
 - n. Brokerage Commission
3. Ground Lease:
- a. Lessor
 - b. Lessee
 - c. Inception
 - d. Ground Lease Term
 - e. Renewal Options
 - f. Ground Lease Rent
 - g. Reimbursement Structure
 - h. Ownership Building Reversion
 - i. Right of First Refusal
4. Construction
- a. Developer Responsibility (Turn-Key)
 - b. Pre-Development and Development Agreement
 - c. Development / Overhead Fee (% of Total Cost)
 - d. Architectural / Space Planning
 - e. General Contractor
 - f. General Contractor Contract (GMP, not to exceed)
 - g. Construction Method (Open Book)
 - h. Value Engineering Savings
 - i. Cost Overruns / Change Orders
 - j. Completion Guaranty
 - k. Completion date
 - l. Administration Cost
 - m. Financial Construction Documents
 - n. Total Cost Budget
 - o. Total Cost Definition
 - p. Pre-Development Costs and Third-Party Fees

8.1 Key Financial Components

1. Provide Proposed Amortization Schedule of Principal and Interest Schedule by Year for the Full Term
2. Provide Preliminary Estimated Construction Cash Flow Statement by Year for the Planning and Construction Periods
3. Provide UKHC Annual Expense Structure inclusive of all components of the lease, escalators, principal, interest, TI amortization, Fees, and any other applicable expenses.

See illustrative example:

Year	Principal	Interest	Fees	...	Total

8.2 **Alternate Pricing**

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



Office of Procurement Services
180 Martindale Dr.
Morehead, KY 40351
P: 606-783-2018 | F: 606-783-2798
www.moreheadstate.edu

January 5, 2024

Capital Projects and Bond Oversight Committee
Room 136, State Capital Annex
702 Capital Avenue
Frankfort, KY 40601

Sent via E-mail to CPBOC@lrc.ky.gov

RE: Request for Proposal RFP-04-24: Science and Engineering Building Construction Manager

To whom it may concern:

Please allow this correspondence to serve as notice that, pursuant to KRS 45A.180(2), Morehead State University intends to utilize the "Construction Manager – General Contractor" alternate delivery method for construction of the new Science and Engineering Building. Attached to this letter, please find a copy of the related Request for Proposal.

If there are questions or further information is required, please do not hesitate to contact my office.

Thank you,

A handwritten signature in blue ink, appearing to read 'AS', written over a faint, larger signature.

Andrea Stone
Director of Procurement Services



**MOREHEAD STATE
UNIVERSITY**

Office of Procurement Services

Request for Proposal
RFP-04-24

Proposal Due Date – December 12, 2023

Personal Service Contract for Construction Management/General
Contractor Services for New Science and Engineering Construction
Project

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: RFP-04-24
Issue Date: November 15, 2023
Title: Personal Service Contract for Construction Management/General Contractor Services for New Science & Engineering Construction Project
Purchasing Officer: Andrea Stone
Email: a.stone@moreheadstate.edu
Phone: 606-783-5272

RETURN SIGNED ORIGINAL COPY and ONE DIGITAL COPY OF PROPOSAL TO:
Morehead State University
Office of Procurement Services
180 Martindale Dr.
Morehead, KY 40351

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 12/12/23 at 3 P.M. EASTERN STANDARD TIME.

NOTICE OF REQUIREMENTS

1. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
2. 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.
3. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

FEDERAL EMPLOYER ID NO.:	NAME OF COMPANY:	DUNS #
PROPOSALS ARE VALID FOR 90 DAYS FROM THE CLOSING DATE OF RFP.	ADDRESS:	Phone/Fax:
PAYMENT TERMS: NET 30	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
	SIGNATURE:	DATE:

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- Space Program
- General Conditions
- Special Conditions
- Contract Agreement

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the Morehead State 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 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 agent" means Morehead State University 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 Morehead State University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Morehead State University (MSU) seeks proposals from qualified firms for Construction Management/General Contractor (CM/GC) Services to include but not be limited to Pre-Construction and Construction Management for the construction of the New Science & Engineering Building on the main campus.

2.2 Background Information

Morehead State University received funding for a New Science and Engineering Building. EOP Architects was selected as the design firm in early 2023. The project is currently in the design phase.

2.3 University Information

Additional information regarding Morehead State University can be found at www.moreheadstate.edu/about.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	11/15/2023
Pre-Proposal Conference (Optional)	None – See below
Deadline for Written Questions	3 p.m. Eastern Time on 12/4/23
RFP Proposals Due	3 p.m. Eastern Time on 12/12/23
Offeror Presentations (Optional)	TBD
Contract Award*	12/19/23

*projected dates

3.2 Offeror Communication

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

Andrea Stone
 Morehead State University
 Office of Procurement Services
 180 Martindale Drive
 Morehead, KY 40351
 Phone: (606) 783-5272
 Fax: (606) 783-2798
 E-mail: a.stone@moreheadstate.edu

3.3 **Pre-Proposal Conference**

A pre-proposal conference will not be held for this RFP. Site visits will be held on 11/30/23 between the hours of 9:00 am and 4:00 pm EST. To schedule a site visit on this date, contact Kim Oatman at k.oatman@moreheadstate.edu or call (606) 783-5264.

3.4 **Offeror Presentations**

Offeror Presentations will be required by the short listed candidates. The method for selection of the short list is discussed in Section 5, below.

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 Morehead State University's Plan Room at www.moreheadstatebids.com. New participants must register at this site. All materials and RFP documents must be downloaded from www.moreheadstatebids.com.

3.6 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Eastern Standard time) on the date specified in Section 3.1 and addressed to the purchasing agent listed in Section 3.2:

- **Proposal:** One (1) copy on an electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Proposal) and one unbound, printed copy of the proposal in a single package.

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.

Morehead State University accepts deliveries of RFPs Monday through Friday from 8 a.m. to 4:30 p.m. Eastern Standard time. However, RFPs must be received by the Office of Procurement Services at 180 Martindale Drive, Morehead, KY, by 3 p.m. Eastern Standard 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.

3.7 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.

3.8 Acceptance or Rejection and Award of Proposal

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

3.9 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.

3.10 Addenda

Any addenda or instructions issued by the purchasing agent 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.

3.11 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 agent will not disclose any portions of the proposals prior to contract award to anyone outside the Office 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 for 90 days after the proposal due date.

3.12 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 regents except: the purchasing agent representative, any University purchasing official representing the University administration, others authorized in writing by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 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.

3.14 Disposition of Proposals

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

3.15 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.

3.16 Questions

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

3.17 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.

3.18 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.

3.19 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.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following sections specify 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.

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.

Non-Collusion and Non-Conflict of Interest form is attached to this RFP.

4.3 SERVICES REQUESTED:

Morehead State University (MSU) seeks proposals from qualified firms for Construction Management/General Contractor (CM/GC) Services to include but not be limited to Pre-Construction and Construction Management for the construction of the New Science & Engineering Building on the main campus. The selected CM/GC will become responsible members of the University's professional team for design and construction helping to assure the project is completed within budget, on-schedule and compliant with program requirements, applicable codes and accreditation requirements. CM/GC's seeking to provide these services for the University should have demonstrated specialized experience in construction management of new educational science and engineering facilities as well as substantial experience in working with design teams for planning and designing of similar educational facilities. The selected CM/GC will be initially responsible for working with the Design Team and MSU on the development of schematic design, design development, construction documentation, bid & award, construction management, project start-up and project completion through commissioning.

The CM/GC firms (proposers) shall have a proven track record of experience in providing pre-construction, estimating, bid development, project scheduling, oversight and administration of construction on educational facility/buildings with a preferred focus on science and/or engineering laboratory facilities. The finalized agreement shall include but not be limited to pre-construction services, scope and detailed project costing, constructability and construction document review, bidding, construction administration, commissioning coordination with the project Architect-Engineers and the selected commissioning agent.

At the completion of the Schematic Design phase, Design Development phase, 90% of

Construction Documents (CD) phase and at 100% Construction Documents, an Estimated Maximum Price (EMP) will be prepared by the CM/GC. CM/GC is to prepare these estimates utilizing input from market sources in accordance with Kentucky Model Procurement. Construction will be bid by an established University process under a series of CM/GC led and designated trade contractor bid packages. Once awarded these subcontracts will be assigned to the CM/GC for contracting, overview and compliance. The CM/GC will then contract with MSU for a Guaranteed Maximum Price (GMP) that shall include: the established CM/GC Pre-Construction Services Fee, Construction Services Fee, the sum of all the subcontract/trade bids and the performance bonds, payment bonds and insurance for the full scope of work.

Per KRS 45A.183 for alternate construction methods, the selected CM/GC firm will NOT be allowed to self-perform any trade package unless the awarded trade contractor defaults in its contracted duties and prior approval is given by the University (see CM/GC team organization below). CM/GC shall also advise, assist and coordinate with the University in the direct purchase of construction materials chosen at the discretion of the University. If it is determined that some subcontractors can obtain better pricing for materials then the University may choose not to direct purchase certain items.

The Construction Budget for the Project is \$77,420,000. This amount represents the total proposed expenditure budgeted by MSU for the project construction and includes; All subcontract amounts, the CM/GC Pre-Construction Services Fee, the CM/GC Construction Services Fee and all bonds, insurance and all post GMP change orders. The stated construction budget does not include costs of furniture, fixtures, equipment.

MSU is tax exempt from the provision of the Kentucky six percent (6%) Sales and/or Use Tax under this solicitation. All CM/GC's or CONTRACTORS shall take this into consideration when submitting their proposal. Exemption certifications will be furnished to cover tax exemptions where applicable and when requested by the CM/GC.

Federal Excise Tax: MSU may be entitled to exemption from Federal Excise Tax. The CM/GC shall take this into consideration when preparing their RFP response.

4.4 PROJECT DESCRIPTION:

The Science & Engineering Building Project will be located on MSU's campus in the open area bound by East Second Street, Nickell Alley, University Street and Elizabeth Avenue. The building will consist of space for the core science and engineering programs (see attached program document). MSU requires construction of an approximately 121,000 gross square feet minimum facility as defined in the Space Program Document and Schematic Design to include all classroom space, laboratory space, office space, support space, common space defined in the program and all related architectural, structural, mechanical, electrical, other systems, utility work and site work. The architectural style of the building will be collegiate-gothic and have interior finishes comparable to the recently constructed Adron Doran University Center which is located adjacent to the site for this new facility.

4.5 Project Schedule

The University intends the project to begin construction in the summer of 2024 with occupancy prior to November 5, 2026. Construction delivery is anticipated to be competitively bid through multiple bid

trade category packages under the direction of the CM/GC.

It is the intent of the University that a Construction Management/General Contracting firm will be hired as soon as possible after selection to join the A/E as a project team member to provide assistance in project budgetary cost control, schedule compliance and overall project management. The A/E firm will participate in the selection of the Construction Management firm.

The following is the tentative schedule of all disciplines presently proposed for this project:

Proposed Schedule - all dates are subject to change.

Proposed CM/GC Services Selection

1. RFP Issue Date	November 15, 2023
2. MSU Pre-proposal/Site Visits	November 30, 2023
3. Questions Submission	December 4, 2023
4. Firm Proposals Due	December 12, 2023
5. Shortlist Announcement	December 15, 2023
6. On Campus Interviews	December 18, 2023
7. Award Announcement	December 19, 2023

Desired Project Schedule

8. CM/GC Contract Executed-PO Issued	January 5, 2024
9. 100% Schematic Design (CM/GC Estimate)	January 5, 2024
10. End of Design Development (CM/GC Estimate)	March 20, 2024
11. 90-percent Construction Documents (CM/GC Estimate)	June 3, 2024
12. End of Construction Documents (CM/GC Estimate)	August 5, 2024
13. Bid, Award, Finalize contracts, develop GMP	September 1, 2024
14. University notice to proceed, based on GMP	October 7, 2024
15. Note that further bid contracts during construction may be needed	
16. Project Substantial Completion	September 5, 2026
17. Project Final Completion	November 5, 2026
18. Occupy the Facility	December 5, 2026

4.6 Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become clear/familiar with the work being requested/required under this RFP and that it is capable of performing quality work to achieve the university's overall schedule, scope and objective.

4.7 Firm Qualifications and Experience

Identify similar major projects undertaken by the proposing CM/GC Firm within the last five (5) years. Clearly identify which of these projects within the last three (3) years on which the CM/GC's proposed team have participated together. Any projects referenced shall be projects that the specifically named Project Manager (PM) and the Superintendent have personally been responsible for or performed in the same capacities as would occur with this University project.

As applicable the Prime CM/GC may describe no more than ten (10) projects and any Sub CM/GC's named shall describe no more than five (5) projects in total. All projects should be similar in scope and work that will be performed on this project. For each project, provide the client's name, with current address, and telephone number for a contact person available who is familiar with the firm's performance on each project listed. This contact person should be familiar with your firm's key personnel.

Describe CM/GC's ability to advise, assist and coordinate with MSU in the direct purchase of Construction Materials to be chosen at the University's discretion. Provide evidence of successful implementation and previous experience in providing such services

CM/GC Team Organization

In this section, provide an organizational chart showing the interrelationship of all team members. Describe any previous experience and working relationships on similar scoped projects (matrix preferred) for projects while including all Key Personnel. Project responsibility of each team member is to be clearly identified for each project referenced. Provide reference's for PM and Superintendent that can speak directly to the qualifications and character of these individuals. Provide: company name, address, contact person, and telephone, e-mail.

Key Personnel

Provide resumes and qualifications, as well as an organizational chart, of the proposed firm's project staff for both pre-construction and construction phases. Designate proposed levels of commitment for each individual specified as a percentage of their work week and commitment to this project through completion. The staff responsibilities and duties and their participation are outlined below. Additionally, for each of the Key Personnel shown in the CM/GC organizational chart, provide a one to two-page resume. Three pages may be used to describe the experience of the Project Manager (PM). The PM's experience on similar public projects and a demonstrated ability to lead and manage a diverse consultant team is highly important. Include in the project manager's resume a summary of specific technical expertise and experience. The projects listed shall contain projects that both the PM and the Superintendent have participated in with a detailed explanation of their roles.

The proposer shall provide a staffing plan for this specific project as a part of the proposal. The staffing plan shall include all the pre-construction staff and construction staff required for completion of the project. The following is a sample staffing plan for personnel for this Project, but the proposer is encouraged to present a staffing plan that is the most efficient and effective plan it feels is feasible, while being able to address the duties and responsibilities as defined in the sample staffing plan below. The proposed staffing plan shall list each position and person proposed for the position and designate proposed levels of commitment for each individual specified as a percentage of their work week and commitment to this project through completion.

Sample Staffing Plan

Pre-Construction Phase:

- Project Executive: Contractor's Project Executive shall be an employee of the CM/GC, committed to the preconstruction phase with a minimum of ten (10) years previous

experience providing pre-construction services for projects over twenty-five million dollars in scope. Responsibilities include monthly estimating and budget report management, scope definition/bidding document preparation, and scheduling. Project Executive shall also participate in weekly pre-construction meetings.

- Principal Estimator: CM/GC's Principal Estimator shall be an employee of the Contractor, committed to the preconstruction phase with a minimum of ten (10) years previous experience providing pre-construction estimating services for projects over twenty-five million dollars in scope. Estimator shall work with the Project Executive to complete necessary estimates during the pre- construction phase.
- Project Manager: See description below under "Construction Phase"

Construction Phase:

- Project Executive: CM/GC's Project Executive shall be an employee of the Contractor, with a minimum of ten (10) years previous experience managing projects over twenty-five million dollars in scope. Furthermore, the Project Executive should have ample experience in Post- Secondary Projects similar in size and scope to this project. The Project Executive shall: lead the design and bid phase services, attend the bi-monthly or monthly Project meetings (whichever the University requires), and provide overall TEAM leadership.
- Project Manager: CM/GC's Project Manager shall be an employee of the Contractor, with a minimum of ten (10) years previous experience managing projects over twenty-five million dollars in scope. Responsibilities of this position include overall leadership and direction of the project. Leading the weekly contractor/subcontractor jobsite meetings and attending/participating in all owner/architect meetings. Project manager shall develop and keep updated the project schedule and work closely with the owner/architect representative regarding the schedule and any potential changes or events that may affect the individual phases of the project. Project Manager shall prepare the schedule of values and present the monthly billings to the owner's designated representative. The project manager's experience on similar projects and a demonstrated ability to lead and manage a diverse consultant team is highly important.
- Superintendent: CM/GC's Superintendent shall be an employee of the Contractor with a minimum of ten (10) years previous experience managing projects over fifty million dollars in scope. Superintendent shall be responsible for coordination and quality assurance of subcontractor's work in the field. Superintendent shall also be responsible for: coordination of utility shutdowns, interim moves, lay down and material staging areas with the owner's designated representative and assisting the project manager with the weekly contractor/subcontractor meetings.
- Document Control Engineer: CM/GC's Document Control Engineer shall be an employee with a minimum of three (3) years of previous experience. Responsibilities shall include maintenance of the BIM file, assembly, control and distribution of RFI's, submittals and bulletins. The Document Control Engineer shall also be responsible for keeping record drawings up to date and compilation of the owner's manuals and warranty information at the completion of the project. The document control engineer shall also assist the project manager and superintendents in supervision and management of shift work.

- **MEP Coordinator:** CM/GC shall provide a degreed professional in either the mechanical or electrical field or have at least five 5 years of equivalent field experience working for a mechanical or electrical subcontractor. This person should have a minimum of five (5) years previous experience managing projects. MEP Coordinator shall be responsible for coordination and quality assurance of fire protection, plumbing, HVAC, electrical and systems work. MEP Coordinator shall work closely with the Superintendent and the owner's designated representative to schedule all utility shutdowns and to ensure that occupied portions of the building are not affected. The MEP Coordinator shall also be responsible for coordinating and documenting the testing and commissioning of the MEP systems.
- **Field Office Manager:** CM/GC shall provide an on-site Field Office Manager during the full construction period specified. This person should have a minimum of three (3) years of previous experience. Responsibilities shall include project related cost accounting, preparation of owner billings, gathering of certified payrolls, compilation and distribution of contractor meeting minutes, and other financial and business correspondence. The Field Office Manager shall also assist the Document Control Engineer in the tracking and posting of submittals, RFI's and bulletins.
- **Safety Coordinator:** CM/GC shall provide an on-site safety coordinator during the full construction period specified. This person should have a minimum of three (3) years previous experience.

4.8 Work Plan

Fully describe your firm's capabilities to perform the services referenced within this RFP including but not limited to:

- Pre-Construction
- Valued Engineering Techniques
- Methodology for developing Trade Contract Bid Packages
- Owner Supplied Material Purchases
- Methods for project management & delivery
- Methods of cost controls and estimates at the various stages
- Incorporation of Commissioning and Special Inspections
- Project Closeout

Provide a sample project progress bar chart from pre-construction services through project closeout with your proposal. Chart should show all significant milestone dates and durations of each specific phase of work.

4.9 General Conditions of CM/GC

The form of contract will be a personal services contract as required by the Commonwealth of Kentucky. MSU's General Conditions, Special Conditions and Contract Agreement are attached herewith. List and define any general conditions assumed by the construction manager, and clearly identify other general conditions not identified that are to be transferred to the subcontractors or University. All home office and administrative expenses shall be included in O&P.

The proposed fee will cover all services outlined in this RFP and indicate any additional services to be provided for the project. Describe any services not included. Proposals should list any items excluded from the services proposed. Proposals should also list those services to be provided by the CM/GC that should be made a part of this scope of work, but were not requested by the University.

Any exceptions taken to the RFP shall be specifically discussed in the submitted proposal. The University reserves the right to request additional information from the CM/GC at any time during the selection process.

4.10 Construction Manager Deliverables and Services

CM/GC shall consider the following requirements while assimilating the firms submitted proposal. Proposer shall be required to fulfill all areas as listed within this section under the finalized CM/GC Contract. The Construction Manager will:

- a. Provide complete project management, superintendence and administrative support as required to completely deliver pre-construction services and construction phase services associated with the project.
- b. Provide cost estimating, scheduling, constructability review and value engineering services leading to the provision of a GMP within the available budget. The GMP shall include a list of allowances, clarifications, assumptions, and exclusions. Prepare itemized cost estimates as required until the construction documents are finalized to validate that the scope of work and its estimate cost are within the allowances, clarifications, assumptions, and exclusions of the GMP.
- c. Prepare a CPM schedule in sufficient detail to define the entire project duration. Activities shall include all pre-construction phase efforts, the preparation of construction documents, submittals and bidding for each work package, and punch-list activities.
- d. Assist the University and design consultants in optimizing the scope of work and develop value engineering options as required to maintain a scope of work that is within the University's budget and schedule. At a minimum, this shall be done by participating and attending weekly design review meetings, actively participating in review of constructability and material selection, and shall include cost and schedule impact analysis. The Construction Manager will be responsible for reviewing bid documents provided by the design professional at the completion of Schematic Design phase; the Design Development phase; 90% Construction Document and 100% Construction Documents phase prior to bidding and bid package assembly to assure documents are consistent with the GMP scope. Provide advice and value engineering options regarding materials, methods, systems, schedules, labor and other conditions affecting construction and contracting.
- e. Provide construction management services to execute the construction of the projects on-time and within budget. Conduct post-construction activities and commissioning. Coordinate commissioning efforts with the University and the independently contracted commissioning agent retained by the university.
- f. Construct the work. Provide full-time, on-site staff to plan, manage, and coordinate on-site trade contractor activities. Coordinate cooperatively with the University's other prime trade contractors for the installation of technology, controls, security systems, or other scope as may be required by the University.
- g. Maintain, update and submit the CPM schedule with each payment application. Clearly define adjustments made to maintain substantial and final completion dates.
- h. Provide a complete list of each bid work package, showing its GMP allowance, and provide

bid-tab results that include at least three responses per bid work package, that compare results with respect to the FMCP allowances. Define any variance from the previous estimate.

- i. Submit procurement plans for trade contractors. Recommend a minimum of five qualified subcontractors for each work package for approval by the University prior to bidding.
- j. Provide bidding services to solicit, receive, and award trade contracts. The University reserves the right to reject trade contractor bids if it is in the best interest of University to do so.
- k. Issue reports and minutes of project meetings during construction phase. The design consultant will perform this task during design phase. Conduct weekly job meetings and prepare written progress reports monthly that address project budget, schedule, and performance with progress photos, and submit with each pay application. Conduct project meetings for planning, coordination, and payments.
- l. Institute and administer procedures for shop drawings and sample submittals for processing. Review trade contractor submittals to ensure compliance with design before presentation to the University and/or design consultant. Submit for review shop drawing and submittal list by trade. All items requiring color selections shall be clearly identified. Coordinate all aspects of overhead coordination with trades, during the shop drawing phase, that result in a comprehensive as built document at the completion of the project.
- m. Monitor, evaluate and administer change order requests and coordinate University and design consultant approvals. When conducting or considering the submission of change orders, assume agency alliance position with the University and not with the trade contractors of the project.
- n. Prepare and administer payment and cost control procedures, including preparing trade contractor lien waivers and ensure certified payroll documentation is provided as required by the State of Kentucky.
- o. The construction manager and design consultant will be required to develop and implement a project commissioning plan. Commissioning activities will include appropriate reviews, tests, and inspections of constructed work at the critical points of the design and construction process to ensure, to the extent possible, that a fully functional and trouble free project is delivered to the University at project completion, as well as permit design review input during the development of the design.
- p. Promptly resolve deficient trade contractor work whenever observed. Prepare incomplete work lists at the substantial completion of each work package, coordinate final inspections and commissioning of completed work with the University, design consultant and regulatory authorities. Assist the University during occupancy including the coordination and probable connection of University purchased equipment and furniture installations to electrical, plumbing and mechanical systems if needed.
- q. Provide project close-out documents, including contractor record-field set drawings, as-built drawings and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties and other project correspondence requested by the University. In addition to specified manufacturers special warranty/guarantee, a standard two (2) year labor & material warranty applies to the project.
- r. Coordinate, document and sign-off on training of University maintenance personnel on systems and equipment. Video tape training sessions for the University to use for training purposes.
- s. Provide post construction follow-up for the duration of the longest warranty period by a trade contractor on the project. Review and submit warranty claims for all systems and equipment.
- t. When requested and authorized, consult, advise and assist the University with special and/or additional services beyond the scope of construction management services.

- u. Bidders are directed to the Agreement, General Conditions and Special Conditions for additional contracting details. This RFP shall be incorporated within the agreement.

4.11 Photographic Documentation

CM/GC shall engage a professional construction photographer to document conditions as they exist prior to construction. Additionally, CM/GC shall engage the professional construction photographer to document all conditions during the construction phase, provide progress photographs to owner, and document any and all issues that may arise as a result of construction.

4.12 Fee Basis

CM/GC shall indicate proposed fees for pre-construction services and construction management services including on-site project management staff, general conditions and overhead and profit. Include billing rates of all personnel as defined in the staffing plan who will work on this project, along with estimated hours of each for each phase. In addition, proposer will also be required to provide a fee for the cost estimating services that would be provided. Provide a proposed fee structure associated with changes in the work, including markups for your services, and all tiered sub-contractors.

1. Potential Respondents should be aware that the Owner does not consider billable time incurred while traveling to and from the Project site, Owner's offices, or Board of Regents meetings, as necessary to the completion of the Project. Potential Respondents whose offices are located where such time-consuming travel will be regularly required in the performance of services for the Project, should consider this policy when deciding whether or not to submit their Qualifications.

The pre-construction staff and construction management services staff as defined in the staffing plan, general conditions, the bonds and insurance and overhead and profit shall comprise the cost elements.

General Conditions Costs (CM/GC) – Costs for all items listed below shall be included in the construction manager general conditions costs. These items **cannot** be assigned to subcontractor bid packages. Items that are allowable only as rental charges or monthly fee and may not be purchased expressly for use on this project are identified below. Any materials purchased to support general conditions will become the property of the University at the completion of the project.

- Job-site Trailer
- Trailer Building
- Office Supplies (no food, beverage, or rentals costs to support the same are allowed)
- Copy Machine – rental only
- Reproduction Costs
- Unidentifiable Debris Removal
- Construction Clean-up
- Temporary Communication Utilities (phones, internet, 2-way radios)
- Temporary Power and Lighting (Equipment costs only)
- Temporary heat equipment and fuel costs to maintain construction schedule
- Purchase price for Computers and any other Data Processing Equipment (No Rentals)

- Purchase Price for Office Furniture (No Rentals)
- Snow removal
- Site Security & Fencing
- Expedited Delivery/Postage
- Emergency Repairs
- Special Equipment (as approved by the Owner)
- Temporary Fire Extinguishers
- Temporary Toilets
- Safety & Barricades
- Insurance
- Project Signage
- Performance & Payment Bonds
- Progress Photos as approved by the University
- Builder's Risk Insurance
- Onsite CM Staff Parking
- Labor costs for general clean up, not assigned to subcontractor trades
- Final Cleaning
- Project Close-Out Documentation
 - *Temporary utilities for water and power to be by Owner:
- Other items as required for full completion of the project that are not listed here

4.13 Fee Offer Summary Form

4.13.a Lump Sum Proposal for Pre-Construction Services

The Construction Manager/ General Contractor agrees to furnish all labor, materials, supplies and services required to complete the Pre-construction Work for the above referenced Project, for the Commonwealth of Kentucky, as described in the Request for Proposal, Specifications and Contract Documents and as modified by Addenda.

FOR THE LUMP SUM OF _____ DOLLARS
(USE WORDS)

_____ CENTS (\$ _____)
(USE WORDS) (USE FIGURES)

4.13.b Lump Sum Proposal for Construction Services

The Construction Manager/ General Contractor agrees to furnish all labor, materials, supplies and services required to complete the Construction Work for the above referenced Project, for the Commonwealth of Kentucky, as described in the Request for Proposal, Specifications and Contract Documents and as modified by Addenda.

FOR THE LUMP SUM OF _____ DOLLARS
(USE WORDS)

_____ CENTS (\$ _____)
(USE WORDS) (USE FIGURES)

Note: This lump sum fee for Construction Manager/ General Contractor Construction Services shall be prorated on a monthly basis for the duration of the Construction Time Period anticipated by this RFP. Should the Construction Time Period be extended by Change Order during the Construction Period, the Construction Manager/ General Contractor will **NOT** be compensated for each additional time, unless mutually agreed to by both parties.

Note: The bonds and insurance cost shall be included in the Construction Manager/ General Contractor's Construction Services Fee.

5.0 EVALUATION CRITERIA PROCESS

The evaluation will consist of two (2) parts. Part 1 consists of a written qualifications proposal and a fee proposal. Part 2 consists of an oral presentation. Following the initial evaluation of all responsive proposals and recommendation of short list of CM/GC proposers, on-campus interviews with those CM/GC firms will be scheduled.

5.1 Part 1 of Evaluation

The Part 1 evaluation will be based upon the information provided in the Written Qualifications Proposal, the Fee Proposal, additional information requested by the Owner for Clarification, information obtained from references and independent sources, if requested.

The Written Qualifications Proposal will have a maximum of 100 points and be evaluated using the following criteria:

Criteria 1 – Offeror Qualifications 25%

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposals. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below. If the Offeror is a joint venture of two or more firms, provide the information requested (1) for each member of the joint venture and (2) for the joint venture entity.

- a) Please provide a brief narrative describing 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 firm's resources; the approximate percentage of educational related work versus other project types; a breakdown of your firm's volume relative to CM/GC, CM at Risk, CM Agency, Lump-sum negotiated, Lump- sum hard bid, design-build, etc.; 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.

Criteria 2 – Project Team Qualifications

25%

The purpose of the Project Team Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposals. Offerors must describe and offer evidence of their project team's ability to meet each of the requirements of this RFP and the qualifications listed below. If the Offeror is a joint venture of two or more firms, provide the information requested (1) for each member of the joint venture and (2) for the joint venture entity.

- a) Provide an organization chart, resumes of key team members, and brief description of roles and responsibilities
- b) Provide the most qualified, efficient and effective staffing plan for this project
- c) The CM/GC must commit that staffing plan identified in your proposal will actually perform the assigned work and be committed for the duration of the design and construction. Describe the level of commitment and the ability your firm has regarding this assurance and the stability of the proposed team.

Criteria 3 – Services Defined

25%

- a) The CM/GC 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/GC's knowledge of projects of similar scale and complexity and the CM/GC's knowledge of the requirements, demands, and constraints of this project.
- c) Explain how your firm/team approaches scheduling and schedule maintenance to ensure a successful on-time completion.
- 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.
- e) Describe your firm's ability to perform the specific project requirements in order to achieve the project's LEED goals as well as your firm's experience with BIM. Provide a list of projects where your firm used BIM and how BIM was used on those projects.

Criteria 4 – Creativity & Other Additional Information 25%

Please provide any additional information that the CM/GC feels should be considered when evaluating your proposal. Include any innovative or creative ideas on how to provide a successful project in the most cost effective manner.

The Fee Proposal will be evaluated using the following criteria:

The Purchasing Officer evaluation of the Fee Proposals during Part 1 will include a scoring of the Pre-Construction Services Fee Proposal and the Construction Services Fee Proposal. The Purchasing Officer will score each Offeror’s Fee Proposal using the following formula:

$$TOTAL SERVICES FEE = Pre-Construction Services Fee + Construction Services Fee.$$

$$\frac{Lowest TOTAL SERVICES FEE by all Offerors}{TOTAL SERVICES FEE by this Offeror} \times 200 = FEE SCORE$$

By the use of this calculation, the CM/GC firm with the highest FEE SCORE will receive a FEE SCORE of 200 points. All other firms will receive a FEE SCORE proportionally lower.

The Total Services Fee which gets utilized in the above formula shall be subdivided as follows:

Pre-Construction Services Fee

\$ _____

Shall include, but not be limited to the following items: Design Development/Coordination, Participation in Meetings, MEP/FP Design Development/Coordination, Participation in Meetings, Equipment Evaluation and Coordination, Project Website Set Up and Usage, Estimate Preparation at 100% SD, DD, 90%CD and GMP, Schedule Preparation at 100% SD, DD, 90% CD and GMP, Document Review and MEP/FP Coord at 100% SD, DD, 90% CD and GMP, Constructability Review and MEP/FP Coord at 100% SD, DD, 90% CD and GMP, Value Engineering Review at 100% SD, DD, and CD, Site Logistics Planning, Materials Storage Planning, Existing Conditions Investigation and Planning.

Others not listed:

Construction Services Fee (sum total of items listed below)

\$ _____

Construction Management Services

\$ _____

Personnel shall include the following items: On-site Project Manager and On-site Project Superintendent plus all other personnel included in the proposed staffing plan.

(Attach a list all proposed personnel/titles/rates and level of involvement)

Construction Management Services shall include, but are not limited to the following items: Design Development/Coordination, Participation in Meetings, MEP/FP Design Development/Coordination, Facilities Engineering Coordination, Equipment Evaluation and Coordination, Construction Activities and Trade Contracts Supervision and Management, Bid Package Creation, Coordination, Distribution, and Bidding, Trade Contract(s) and Material Procurement, Safety Program and Substance Abuse Policy Implementation and Management, Quality Program Implementation and Management, Project Cost Controls-Accounting, Tracking of GMP, CO, VE, Constructability, Project Schedule-Establish, Maintain, Update Cost-Loaded and Manpower-Loaded Schedule, Earned Value-Establish, Maintain, and update Earned Value Analysis, Facility Commissioning and Project Close Out-Manage, Conduct, and Execute, Others not listed

Corporate Office Supervision

\$ _____

(Attach a list all proposed personnel/titles/rates and level of involvement)

Project Site Supervision

\$ _____

(Attach a list all proposed personnel/titles/rates and level of involvement)

General Conditions

\$ _____

(Attach a list all general conditions and include at a minimum those listed in this RFP)

Insurance & Bonding

\$ _____

Shall include, but not be limited to the following items: Builders Risk Insurance, Performance and Payment Bond based on Cost of Work, Error and Omissions, Auto Insurance, General Liability, Complete Operations Liability, Excess (Umbrella) Liability Coverage, Workman's Compensation, Home Office Staff-Insurance, Others not listed:

The consensus score of the Selection Committee for Qualifications Proposal plus the Purchasing Officer FEE SCORE shall be the total score for each Construction Manager/ General Contractor proposal. The maximum points for Part 1 will be 300 points. The Construction Manager/ General Contractor proposals receiving the highest total rankings for Part 1 will advance to Part 2 of the RFP Process. The Selection Committee will shortlist at least 3 proposers to advance to Part 2, but may choose to advance more than 3.

5.2 Part 2 of the Evaluation

The Part 2 evaluation will be based upon the information provided in the Technical Qualifications Oral Presentation, additional information requested by the Owner for Clarification, and documented information obtained from references and independent sources.

The Selection Committee evaluation of Technical Qualifications Oral Presentation Part 2 will include consideration of responses to the list of scoring criteria noted below. Offerors must specifically address all criteria in their response. The evaluation of responsive presentations shall then be completed by the Selection Committee and will be evaluated strictly in accordance with the requirements set forth in this RFP, including any addenda that are issued. The Selection Committee will score each respondent based on this criteria with a maximum score to be awarded by the Committee not exceeding 100 points per Offeror.

The Purchasing Officer evaluation of the “Pre-Construction Services Fee” (Submitted in Part 1) and the “Construction Services Fee” (Submitted in Part 1) resulted in a FEE SCORE. The FEE SCORE plus the Written Qualifications Proposal score obtained during Part 1 and is carried forward to Part 2 unchanged.

The Part 2 Selection Committee Score of the Technical Qualifications Oral Presentation is added to the FEE SCORE and Written Qualifications Proposal that were carried forward from Part 1 and the resultant sum of the two scores makes up the TOTAL SCORE for each CM/GC for Part 2. There is a total of 400 possible points for the TOTAL SCORE.

Part 2 Scoring Criteria

- | | |
|--|------------|
| 1. Oral Presentation | 40% |
| <ul style="list-style-type: none"> ○ - The quality of presentation ○ – The effectiveness of oral communications ○ - The knowledge of CM/GC delivery of complex projects ○ - The knowledge of the MSU Science & Engineering Project | |
| 2. Exhibition of Experience of the CM/GC’s firm(s) | 20% |
| <ul style="list-style-type: none"> ○ - The comprehensive appropriateness, and quality of experience of the CM/GC ○ - Response of references ○ - The presence of the required disciplines ○ - Experience with performing at risk work on projects of similar scope ○ - Experience in oversight of Owner direct purchases ○ - Complex financial management methods | |
| 3. Exhibition of Experience of CM/GC team personnel | 20% |
| <ul style="list-style-type: none"> ○ - Level of effort and participation of personnel in the staffing plan ○ - Key personnel performance with similar roles and projects ○ - PM demonstrated ability to successfully lead project ○ - Team to provide timely estimates ○ - Manage Owner direct purchases | |
| 4. Exhibition of Responsiveness of Work Plan | 20% |
| <ul style="list-style-type: none"> ○ - Pre-Construction Methods ○ - Valued Engineering Techniques ○ - Methodology for developing Trade Contract Bid Packages ○ - Owner Supplied Material Purchases ○ - Methods for project management & delivery ○ - Methods of project quality/cost controls | |

- - General Conditions Acceptance

TOTAL 100%

The Construction Manager/ General Contractor entity receiving the highest TOTAL SCORE for both Parts will be offered a Contract for the Work of this Project in the Contract Amount of the Pre-Construction Services Fee and the Construction Management Service Fee.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective September 1, 2023-June 30, 2025, and is renewable for up to 4 additional one-year renewal periods with the written agreement of both parties. Annual renewal shall be contingent upon the University's satisfaction with the services performed and funding.

6.2 Effective Date

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

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are

prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

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

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

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use,

modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

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

6.11 Termination for Non-Performance

Default

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

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

Demand for Assurances

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

Notification

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

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

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

General Liability

Each Occurrence Limit	\$ 1,000,000
Damages to Rented Property	\$ 100,000
Medical Expense Limit	\$ 5,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit (Other than products completed operation)	\$ 2,000,000
Products Completed Operations Aggregate Limit	\$ 2,000,000

Auto Liability

Combined Single Limit for Bodily Injury and Property Damage, hired, owned, and non-owned	\$ 1,000,000
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Umbrella

Umbrella Liability Policy	\$ 1,000,000
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Workers' Compensation (KY Statutes)

Bodily Injury by Accident – Each Accident	\$ 100,000
Bodily Injury by Disease – Each Employee	\$ 100,000
Bodily Injury by Disease – Policy Limit	\$ 500,000

Additional Requirements

In addition to the above Minimum Insurance Requirements, the following coverage is required:

- 1) The additional insured requirements must also include on-going and completed operations coverage
- 2) CG2026 or CG2010 and CG 2037 (or its equivalent) and a per location/per project aggregate endorsement is to be included
- 3) A Waiver of Subrogation endorsement in favor of Morehead State University must be included on the General Liability, Auto Liability and Umbrella/Excess policies.
- 4) The General Liability and Umbrella Liability policies must include a primary and non-contributory provision to Morehead State University coverage.

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

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

An affidavit is provided and attached, for your convenience to this RFP.

6.22 Reports and Auditing

The University, or its duly authorized representatives, shall 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.

6.23 Confidentiality

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

If the offeror declares information provided in their response to be proprietary in nature and not available for public disclosure, the offeror shall declare in their response 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, not excluded by the Kentucky Open Records Act, KRS 61.870 may be deemed non-responsive and may be rejected.

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

6.24 Conflict of Interest

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 agent identified in this RFP.

6.25 Extending Contract

The offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 Personal Service Contract Policies

The following information described in 6.26 will only apply to those responses that will result in a Personal Service Contract being issued.

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

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.

B. Invoicing of Personal Service Contracts:

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

6.27 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.28 University Brand Standards

The contractor must adhere to all of Morehead State University's Brand Standards. University Brand Standards are maintained by the University office of Communication and Marketing and can be viewed at www.moreheadstate.edu/administration/communications-marketing/brand-and-style-guide. Non-adherence to the standards can have a penalty up to and including contract cancellation.

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.

6.29 Printing Statutes

N/A

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS, RFP's, AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
-----------	--------------

Title	Date
-------	------

Company Name _____

Address _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ this _____ day of _____, 20____.

(Company Name)

 Notary Public
 [seal of notary] My commission expires: _____

Non-Collusion and Non-Conflict of Interest Form

Name of Individual and/or Firm

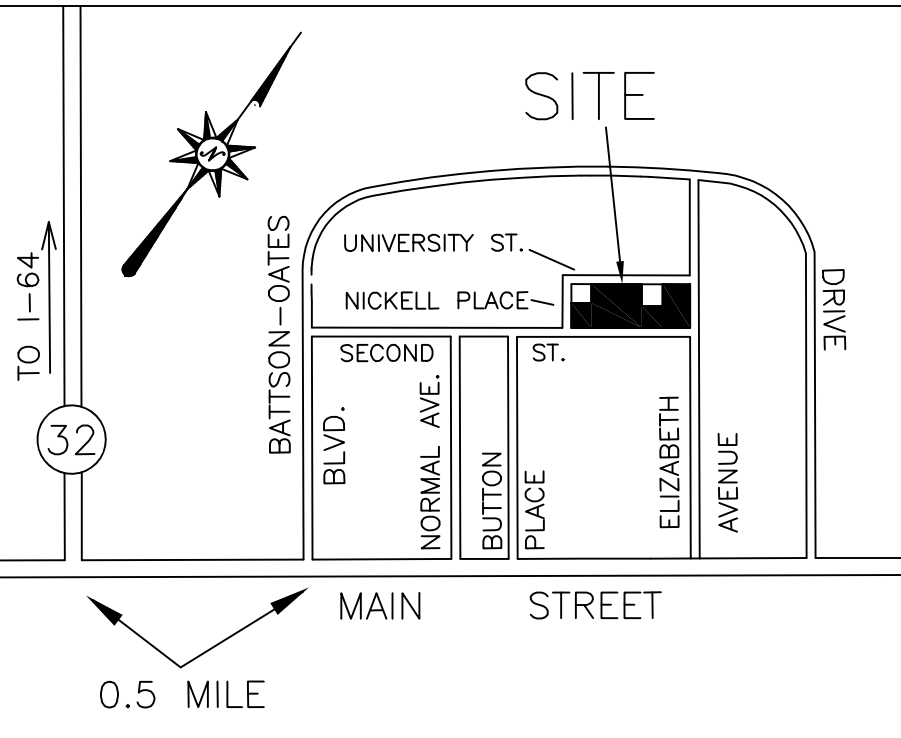
The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

(Signature)

(Title)

(Name of Company or Corporation)

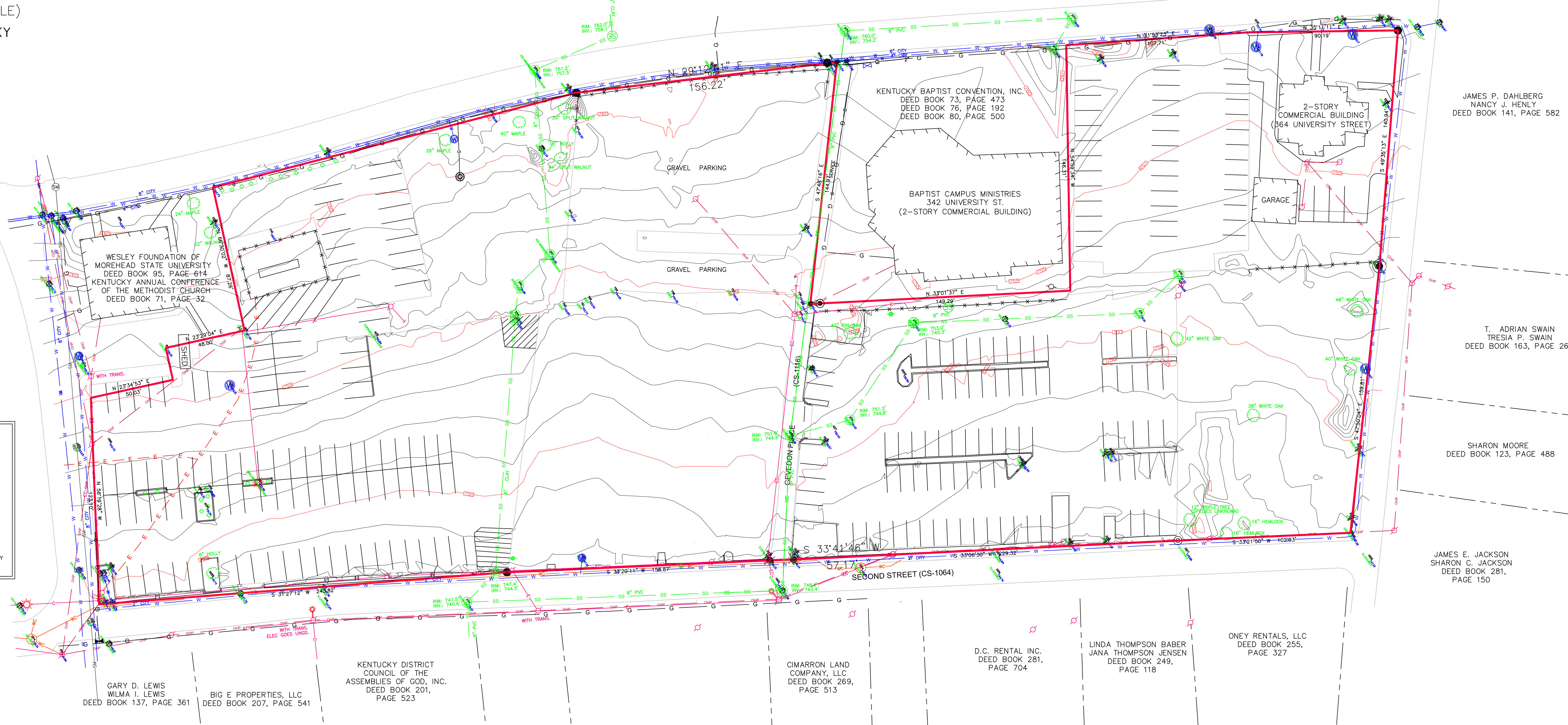


CLIENT/PARCEL OWNERS
MAILING ADDRESS:
MOREHEAD STATE UNIVERSITY
FACILITIES MANAGEMENT
180 MARTINDALE DRIVE
MOREHEAD, KY 40351

PRELIMINARY DRAWING
(NOT FOR RECORDING)

PRELIMINARY DRAWING
(NOT FOR RECORDING)

VICINITY MAP (NOT TO SCALE)
MOREHEAD, ROWAN CO. KY



UTILITY PROVIDERS:

CITY ELECTRIC	KENTUCKY UTILITIES 1-800-981-0600
CITY COMMUNICATION	WINDSTREAM 606-784-4140
CITY GAS, WATER, & SEWER	MOREHEAD UTILITY PLANT BOARD 606-784-5338
UNIVERSITY GAS, WATER, ELECTRIC, SEWER, AND STEAM	MOREHEAD STATE UNIVERSITY PHYSICAL PLANT 606-783-5264
UNIVERSITY TELECOMMUNICATION	MOREHEAD STATE UNIVERSITY OFFICE OF INFO. TECHNOLOGY 606-783-2064

GARY D. LEWIS
WILMA I. LEWIS
DEED BOOK 137, PAGE 361

BIG E PROPERTIES, LLC
DEED BOOK 207, PAGE 541

KENTUCKY DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC.
DEED BOOK 201, PAGE 523

CIMARRON LAND COMPANY, LLC
DEED BOOK 269, PAGE 513

D.C. RENTAL INC.
DEED BOOK 281, PAGE 704

LINDA THOMPSON BABER
JANA THOMPSON JENSEN
DEED BOOK 249, PAGE 118

ONEY RENTALS, LLC
DEED BOOK 255, PAGE 327

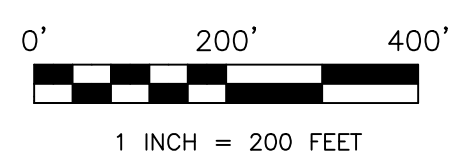
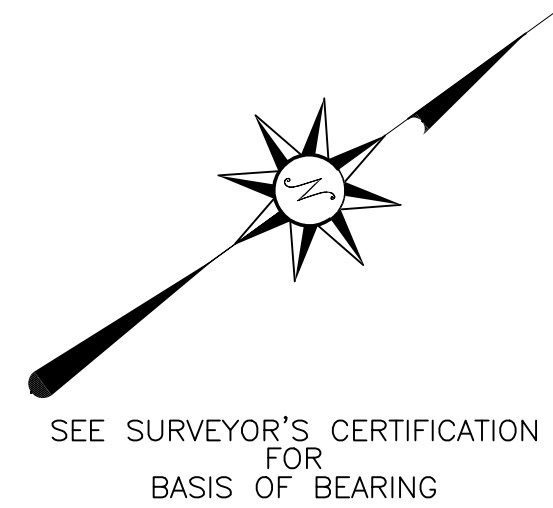
JAMES E. JACKSON
SHARON C. JACKSON
DEED BOOK 281, PAGE 150

SHARON MOORE
DEED BOOK 123, PAGE 488

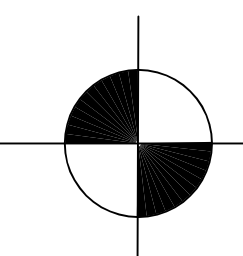
T. ADRIAN SWAIN
TRESIA P. SWAIN
DEED BOOK 163, PAGE 265

JAMES P. DAHLBERG
NANCY J. HENLY
DEED BOOK 141, PAGE 582

PRELIMINARY DRAWING
(NOT FOR RECORDING)



DATE: 07/06/2023	PROJ. # 5752
SCALE: 1"=30'	EDITED BY: JBC
DRAWN BY: JWB	SHEET: 1 OF 1



**CURD SURVEYING
& LAND CONSULTING, INC.**

136 EAST SECOND STREET
MOREHEAD, KENTUCKY 40351
(606) 462 - 3399

BOUNDARY AND TOPOGRAPHIC SURVEY
OF THE
MOREHEAD STATE UNIVERSITY PROPERTY
EAST SECOND ST, MOREHEAD, KENTUCKY

CANNONDESIGN

Morehead State University Science and Engineering

PROGRAM

						Proposed Program 11.14.23		
Dep t	Room No.	Space No.	Room Name	Classifi cation	Occ.	Average		Subtotal
						(qty)	(nsf)	(nsf)
1.00								
Biology								
Faculty Offices and Support								
BIO	1.1.0		Office Faculty	O		15	80	1,200
BIO	1.1.1		Office Staff	O		1	80	80
Research Labs and Support								
BIO	1.2.1		Animal Holding Room	LS		3	110	330
BIO	1.2.2		Animal Procedure Room	LS		1	110	110
BIO	1.2.3		Research Labs	L		1	1,980	1,980
BIO	1.2.4		Herbarium	LS		1	990	990
BIO	1.2.8		Autoclave Room	LS		1	110	110
BIO	1.2.9		Tissue Culture Room	LS		1	110	110
BIO	1.2.10		Microscope Room	LS		1	165	165
Teaching Labs and Support								
BIO	1.3.1		Zoology	L	24	1	1,320	1,320
BIO	1.3.3		Botany	L	24	1	1,320	1,320
BIO	1.3.4		Anatomy and Physiology	L	24	1	1,320	1,320
BIO	1.3.5		Genetics	L	24	1	1,320	1,320
BIO	1.3.8		Intro Biology	L	24	1	1,320	1,320
BIO	1.3.10		Cell Biology	L	24	1	1,320	1,320
BIO	1.3.12		Microbiology	L	24	1	1,320	1,320
BIO	1.3.13		Storage Lab Preparation Room	LS		1	330	330
BIO	1.3.15		Scientific Collections Room	LS		1	990	990
Subtotal - Biology						34		15,635
SUBTOTAL BIOLOGY								15,635
2.00								
Chemistry								
Faculty Offices and Support								
CHEM	2.1.0		Office Faculty	O		7	80	560
Research Labs and Support								

CANNONDESIGN

Morehead State University Science and Engineering

PROGRAM

Dep t	Room No.	Space No.	Room Name	Classifi cation	Occ. (qty)	Proposed Program 11.14.23		
						Average (qty)	Subtotal (nsf)	Subtotal (nsf)
CHEM	2.2.1		Research Labs	L		1	990	990
Teaching Labs and Support								
CHEM	2.3.1		Teaching Lab - General Chemistry	L	16	3	990	2,970
CHEM	2.3.2		Teaching Lab - Analytical Chemistry	L	16	1	990	990
CHEM	2.3.3		Teaching Lab - Organic Chemistry	L	16	1	1,650	1,650
CHEM	2.3.4		Chemistry Instrumentation Lab	LS		1	990	990
CHEM	2.3.5		Chemistry Prep Room	LS		1	330	330
CHEM	2.3.6		Chemistry Stock Room	LS		1	660	660
Subtotal - Chemistry						16		9,140

SUBTOTAL CHEMISTRY

9,140

3.00

Physics

Faculty Offices and Support

PHY	3.1.0		Office Faculty	O		7	80	560
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Research Labs and Support

PHY	3.2.1		Research Lab - Faculty	L		1	660	660
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Teaching Labs and Support

PHY	3.3.1		Teaching Lab - General Physics	L	24	2	1,320	2,640
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PHY	3.3.2		Teaching Lab - Advanced Physics	L	16	1	990	990
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PHY	3.3.3		Prep Room	LS		1	220	220
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Subtotal - Physics

12

5,070

SUBTOTAL PHYSICS

5,070

4.00

Geociences

Faculty Offices and Support

GEO	4.1.0		Office Faculty	O		3	80	240
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GEO	4.1.1		Office Staff	O		1	80	80
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CANNONDESIGN

Morehead State University Science and Engineering

PROGRAM

Dep t	Room	Space	Room	Classifi cation	Occ.	Proposed Program 11.14.23		
						Average	Subtotal	
No.	No.	Name			(qty)	(qty)	(nsf)	(nsf)
Research Labs and Support								
GEO	4.2.1	Rock Sectioning & Polishing Lab			LS	1	660	660
GEO	4.2.2	Field Equipment Storage			LS	1	110	110
GEO	4.2.3	Rock Sample Storage Room			LS	1	330	330
GEO	4.2.6	Paleontology & Sedimentary Research & Teaching Lab			L	16	990	990
GEO	4.2.7	Hydrofluoric Digestion Lab			LS	1	110	110
GEO	4.2.8	Geophysics and Geoengineering Lab with Environmental Hydrology			L	1	330	330
Teaching Labs and Support								
GEO	4.3.0	Geoscience Teaching Lab			L	24	1,320	1,320
Subtotal - Geosciences						11	4,170	
SUBTOTAL GEOSCIENCES								4,170

5.00								
Department of Engineering Sciences - Engineering, Computer Science, Physics, Geosciences								
Faculty Offices and Support								
ECS	5.1.0	Office Faculty			O	14	80	1,120
ECS	5.1.1	Office Staff			O	2	80	160
Research Labs and Support								
ECS	5.2.0	Student Projects & Quality Control Lab (shared)			L	24	660	660
ECS	5.2.1	Computer Science Research Lab			L	16	330	330
ECS	5.2.2	Prototyping and CMM Lab			L	1	330	330
Teaching Labs and Support								
ECS	5.3.0	Computer Science Teaching Lab			L	32	1,320	1,320
ECS	5.3.1	Computer Science Cyber Security & Gaming Lab			L	32	1,320	1,320
ECS	5.3.3	Materials Testing & Hydraulics Lab			L	24	1,320	1,320
ECS	5.3.5	Digital Electronic Lab			L	32	1,320	1,320

CANNONDESIGN

Morehead State University Science and Engineering

PROGRAM

Dep t	Room No.	Space No.	Room Name	Classifi cation	Occ. (qty)	Proposed Program 11.14.23		
						Average (qty)	Subtotal (nsf)	Subtotal (nsf)
ECS	5.3.6		Manufacturing Lab	L	24	1	1,320	1,320
ECS	5.3.7		Modeling & Simulation Lab	L	32	1	1,320	1,320
ECS	5.3.8		PLC's & Automation Lab	L	24	1	1,320	1,320
ECS	5.3.9		Robotics Lab	L	24	1	1,320	1,320
ECS	5.3.10		Virtual Reality and Artificial Intelligence Lab	L	24	1	1,320	1,320
ECS	5.3.11		Analog Electronics Lab	L	24	1	1,320	1,320
Subtotal - Engineering & Technology						29		15,800

SUBTOTAL ENGINEERING & TECHNOLOGY

15,800

6.00

Science Education

Faculty Offices and Support

SE	6.1.0		Office Faculty	O		2	80	160
Subtotal - Science Education						2		160

SUBTOTAL SCIENCE EDUCATION

160

7.00

Classrooms

x

CR	7.7.0		Medium Classrooms	CR	48	7	1,320	9,240
CR	7.8.0		Large Classrooms	CR	72	1	1,980	1,980
Subtotal - Classrooms						8		11,220

SUBTOTAL CLASSROOMS

11,220

8.00

Building Support Spaces and Shared Amenities

xx

BS	8.1.0		Housekeeping Closet	BS		4	50	200
BS	8.1.1		Housekeeping Storage	BS		1	100	100
BS	8.1.4		Gas Tank Storage	LS		1	100	100

CANNONDESIGN

Morehead State University Science and Engineering

PROGRAM

Dep t	Room	Space	Room	Classifi cation	Occ.	Proposed Program 11.14.23		
						Average	Subtotal	
No.	No.	Name			(qty)	(qty)	(nsf)	(nsf)
BS	8.1.5	Chemical Waste Room			LS	1	100	100
BS	8.1.6	Hazardous Materials Waste Room			LS	1	100	100
BS	8.1.7	Lactation Room			OS	1	100	100
BS	8.1.8	Loading Dock/Shipping/Receiving			BS	1	600	600
BS	8.1.9	Graduate Assistants + Fellows			O	6	40	240
BS	8.1.10	Mail Room/ Copy Room			OS	1	165	165
BS	8.1.11	Kitchenette			OS	1	165	165
BS	8.1.12	Deans Office			O	1	150	150
BS	8.1.13	Deans Assistant Office			O	1	100	100
BS	8.1.14	Deans Staff Assistant			O	1	100	100
BS	8.1.15	Deans Conference Room			OS	12	300	300
BS	8.1.17	Building Storage			BS	1	300	300
BS	8.1.18	Collaboration Room - Small			OS	3	100	300
BS	8.1.19	Collaboration Room - Medium			OS	2	200	400
BS	8.1.20	Collaboration Room - Large			OS	1	300	300
BS	8.1.21	Entry Vestibule			BS	2	100	200
BS	8.1.22	Building Lobby			BS	1	600	600
BS	8.1.23	Server Room			BS	1	1,000	1,000
Subtotal - Building Support Spaces						33		5,620

SUBTOTAL BUILDING SUPPORT SPACES

5,620

TOTAL	
ASSIGNABLE SQUARE FOOTAGE	66,815
GROSSING AREA	54,667
GROSS SQUARE FOOTAGE	121,482

Net to Gross Multiplier
Efficiency

1.82
55.00%

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**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION**

Morehead State University

These General Conditions are binding upon the Contractor and all Subcontractors 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 **CONSULTANT** - The term "Consultant" means the person and/or entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.

1.1.2 **CALENDAR DAY** - The term "Calendar Day" means a day of twenty-four (24) hours measured from midnight to the next midnight. Unless specifically otherwise provided, any reference herein to "day" or "days" will refer to "calendar day" or "calendar days."

1.1.3 **CHANGE ORDER** - The term "Change Order" means a written order to the Contractor signed by the Owner, 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 Contractor and the Owner or it may be an unilateral change by the Owner.

1.1.4 **CONSTRUCTION MANAGER** – The term "Construction Manager" means the person or entity employed by the Owner under a separate contract to provide professional and managerial services to the Project.

1.1.5 **CONTRACT** - The "Contract" consists of all Contract Documents as defined in this Article 1 of the General Conditions. The Contract may only be amended in writing as provided herein.

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

1.1.7 **CONTRACT TIME** - The term "Contract Time," unless otherwise provided, means the period of time, including authorized adjustments, for the Substantial Completion of the Work. Unless modified in accordance with the Contract Documents, Work is to begin upon the Date of Issuance stated in the Purchase Order and Substantial Completion is to be achieved as provided in Article No. 2 of the Agreement between Morehead State University and Contractor.

1.1.8 **CONTRACT DOCUMENTS** - The "Contract Documents" include the Agreement between Morehead State University and Contractor (the "Agreement"), the General Conditions, the Special Conditions, the Purchase Order, the Contractor's Form of Proposal, the Contractor's Bonds, the Specifications, Drawings and Addenda issued prior to Execution of the Contract, together with any Change Orders subsequently issued. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Subcontractor, or any person or entity other than the Contractor. The Contract Documents do not include the advertisement or invitation to bid, instructions to bidders, sample forms or portions of bid addenda relating to bidding requirements.

1.1.9 **CONTRACTOR** - The term "Contractor" means the person, company, corporation, joint venture or other legal entity with whom the Owner has executed the Contract.

1.1.10 FIELD ORDER - The term "Field Order" means a written order issued by the Consultant which clarifies or interprets the Contract Documents, or orders minor changes in the Work and which does not require a Change Order.

1.1.11 KRS REFERENCES - "KRS References" 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 Morehead State University, a statutory body corporate existing pursuant to Sections 164.290 et seq. of the Kentucky Revised Statutes.

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

1.1.14 OWNER'S REPRESENTATIVE – The term "Owner's Representative" means the individual, or his designee, in the Owner's employ responsible for the administration and management 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 PURCHASE ORDER - The term "Purchase Order" means a written notice by the Owner to the Contractor authorizing the Contractor to commence Work under the Contract and establishing the Date of Issuance, as of which Work is to begin, and the Start Date from which the time for Substantial Completion and final completion shall be established.

1.1.17 SHOP DRAWINGS - The term "Shop Drawings" means drawings, 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.

1.1.18 SUBCONTRACTOR - The term "Subcontractor" means a person, company, corporation, joint venture or other legal entity having a direct contract with the Contractor for the performance of a part of the Work.

1.1.19 SUBSTANTIAL COMPLETION - The term "Substantial Completion" means the stage or progress of the Work whereby the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents, including, but not limited to, the provisions of Article 28 of these General Conditions, so that the Owner can occupy or utilize the Work or the designated portion for its intended use or purpose without interruptions.

1.1.20 WORK - The term "Work" means the scope of construction and services required by the Contract Documents, whether completed or partially completed and subject to Article 3.2, and includes all labor, materials, equipment, and services provided or to be provided by the Contractor to perform and complete the Contractor's obligations under the Contract in an expeditious, orderly and workmanlike manner. The Work may constitute the whole or a part of the Project.

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

2.2 The Consultant will, as required by the terms of its contract with Owner, make observations at the site to become familiar with the progress of the Work, the quality of the Work provided and to determine if the

Work is proceeding in general accordance with the Contract Documents. The Consultant 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 by the Contractor and will certify to the Owner that the Work in place equals or exceeds the amount requested by the Contractor on all applications for progress payments.

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. The Consultant will provide a response and decision in writing within fifteen (15) days.

2.5 The Consultant will have the authority to reject Work which does not conform to the Contract Documents.

2.6 The Consultant will review and take appropriate action upon receipt of the Contractor's submittals, such as Shop Drawings, product data, and samples. The review of submittals will be for general conformance with the drawings and specifications and design concept of the Work, and for general conformance with the information provided by the Contract Documents.

2.7 The Consultant's review and response will be completed with reasonable promptness. The Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.8 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 Amount or completion times and that are consistent with the purpose of the Work may be directed by the Consultant through Field Orders.

2.9 The Consultant will conduct inspections to determine the dates of Substantial Completion and final completion and 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.

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

ARTICLE 3- CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully examined the site of the Work, investigated and understands 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, local conditions under which the Work is to be performed, and further, that the Contractor has inspected all Contract Documents and finds the documents to be adequate to complete the Work. It is the responsibility of the Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, and procedures used in the Work, and which in any other way could affect the completion of the Work. Any failure by the Contractor or any Subcontractor or material supplier to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Labor or materials 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 Contractor shall report it at once to the Consultant. The Consultant shall furnish, with reasonable promptness 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 Contractor shall do no Work without proper drawings and instructions. Items indicated on drawings as "N.I.C." or "Not In Contract" are shown for explanation purposes only and are not to be included in this Contract.

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

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of Owner, Consultant, Contractor, and all major Subcontractors will be present to discuss the time for construction, methods and plan of execution, 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 Consultant in consultation with other interested parties.

ARTICLE 5 - SHOP DRAWINGS

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

5.2 The Contractor shall review, approve, and submit product samples and shop drawings to the Consultant, in accordance with submittal procedure and schedule established. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and Consultant that the Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that 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 Contractor without action. No claim for additional time or extension of the Contract will be considered if such claim is the result of failure by the Contractor to provide correct, accurate, complete and approvable submittals.

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the Contractor for corrections as may be required. The Contractor shall make any corrections required by the Consultant for compliance with the Contract Documents 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 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 by the Consultant. The review and acceptance shall be only for general conformance with the drawings and specifications and design concept of the Project and 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 Contractor at the site and shall be made available to the Consultant on request.

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

ARTICLE 6 - LAYING OUT WORK

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

7.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, copies of drawings and specifications reasonably necessary for the execution of the Work. The Contractor shall keep one copy of all Contract Documents, including drawings, specifications and Shop Drawings on the site, in good order, and a qualified representative of the 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 Contractor shall complete and turn over to the Consultant the record drawings. The record 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 record drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The record 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 record drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

7.2 All drawings, specifications and copies thereof, furnished by the Consultant to the Owner and/or Contractor are the property of Owner. They shall not be used by the Consultant, Contractor, or any Subcontractor on any other Project. Contractor waives any warranties, implied or express, with respect to any drawings and specifications including any warranty as to the adequacy, accuracy, or sufficiency of said drawings or specifications, and Contractor waives any claims for damages based thereon.

ARTICLE 8 - TEMPORARY UTILITIES

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

8.2 The Contractor is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The Contractor shall provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, trash removal/dumpster service for both Contractor and Subcontractor 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 Contractor shall provide and pay for all materials, labor and personnel, tools, equipment, construction equipment and machinery, utilities, supplies, appliances, transportation, taxes, temporary facilities, licenses, permits and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and the proper execution and completion of the Work safely and without damage to persons and property. The Contractor shall furnish, erect, maintain, and remove at the completion of the Contract, all temporary plants as may be required during the construction period.

9.2 Immediately following the execution of the Contract Documents, the Contractor shall determine the source of supply for all materials and the length of time required for their delivery, including materials of all subcontractors, and order for all materials shall be placed for such materials in sufficient time for delivery to the site and incorporated into the Work when needed to comply with the schedule of Work.

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

9.4 The Contractor, Subcontractors, and any other person or entities performing any portion of the Work or providing any Materials therefor, shall not place purchase orders or issue contracts for materials, supplies, equipment and/or services necessary to complete this Project using the name of Owner. All orders placed by the Contractor, any Subcontractor, or any other person or entities performing any portion of the Work or providing any Materials therefor, that are related to this Project must use the name of the person or entity placing the order. The use of the name of Owner 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 Contractor. Any invoices received at the University that are related to this Project will be immediately forwarded to the Contractor. Copies of these invoices will be made and placed in the Contractor's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

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

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

9.7 The Contractor shall at all times enforce strict discipline and good order among all employees and Subcontractors, and any other person or entities performing any portion of the Work or providing any

Materials therefor. The conduct of all individuals performing Work or operations related to the Work is the responsibility of the Contractor. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the Contractor, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending person or entity, Subcontractor or Contractor being barred from the Owner's premises. The Contractor shall not permit the employment on the Work of any person unfit or not skilled in the Work assigned.

9.8 The Contractor verifies that its employees are duly authorized to work in the United States and will ensure the employment authorization of its employees in compliance with I-9 reporting requirements. The Contractor will require its Subcontractors to verify that their employees are duly authorized to work in the United States and will require its Subcontractors to ensure the employment authorization of their employees in compliance with I-9 reporting requirements.

9.9 The Contractor and its employees will strictly abide by all of Morehead State University's policies, procedures, and directives regarding or related to smoking and tobacco usage, as they may be amended. It is Contractor's responsibility to ensure its employees, its Subcontractors and their employees, and all other individuals performing Work and operations or providing Materials related to the Work strictly abide by Morehead State University's policies, procedures, and directives regarding or related to smoking and tobacco usage, as they may be amended. Any individual in violation of the preceding will be directed by the Contractor immediately to comply with all such policies, procedures, and directives. Any failure to comply with this Section 9.9 will result in Morehead State's taking appropriate action.

9.10 The Work shall be constructed to meet the high-performance building standards and will incorporate ENERGY STAR-qualified products as designed.

9.10.1 This Project (if applicable) is designed to U.S. Green Building Council, LEED standards. The Contractor shall perform all Work in accordance with the Contract Documents, providing all necessary services, testing and documentation, in order to achieve the designed level of LEED certification and to ensure that the Work is constructed so that it is capable of being rated as an ENERGY STAR facility.

9.10.1.1 Any construction that fails to achieve the LEED rating required under this section shall be considered to have met the requirements under this section, if:

- (a) The required rating was not achieved due to the sole failure to receive a point for certified wood, credit 7 in the Material and Resource category of the LEED Rating System; and
- (b) The project used wood products certified under the American Tree Farm System (ATFS) or the Sustainable Forestry Initiative (AFI).

9.10.2 For all new construction and major renovation building projects, use of the following items will be considered and encouraged:

- (a) Locally grown lumber from forest lands implementing sustainable practices established by the American Tree Farm System's Sustainable Forest Initiative or the Kentucky Forest Stewardship Program established under KRS 149.330 to 149.355;
- (b) Building materials manufactured with recycled content within the Commonwealth; and
- (c) Renewable energy sources.

The use of locally grown lumber shall include wood products certified under the Forest Stewardship Council (FSC), the American Tree Farm System (ATFS), or the Sustainable Forestry Initiative (SFI).

ARTICLE 10 - ROYALTIES AND PATENTS

10.1 The Contractor warrants that neither it, any Subcontractor, nor any of its or their agents, employees, or representatives will infringe any patented, trademarked, copyrighted, or otherwise protected (collectively “protected”) design, invention, device, process, machine, product, materials, matters, or other protected rights or property (collectively “intellectual property”) of any person or entity in connection with the Work. Contractor is responsible for the payment of all royalty, license, and other fees in connection with any protected intellectual property including such protected intellectual property disclosed in the Contract Documents. The Contractor shall defend the indemnified parties against, and shall indemnify the indemnified parties and hold them harmless from, any and all claims, causes of action, damages, judgments, losses, costs, and expenses, including but not limited to attorney’s fees and litigation expenses, for infringement by Contractor, any Subcontractor, or any of their agents, employees, or representatives of any protected intellectual property in connection with the Work. The “indemnified parties” as used in the preceding are the Owner and its Board of Regents and individual Regents, in their official and individual capacities and all of its and their agents and employees in their official and individual capacities, and each of them. The obligations of this Article are not applicable in the event infringement results from the inclusion of protected intellectual property in Contract Documents, prepared by the Consultant or in which Consultant assists in preparation, or other documents, prepared by the Consultant or in which Consultant assists in preparation, and the inclusion of such protected intellectual property is not disclosed therein.

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 facilities shall be secured and paid for by the Owner unless otherwise specified. Utility tap-on fees, including but not limited to sewer, water and gas, shall be secured and paid for by the Contractor. Building, sewer, water, and similar type of permits, where required, shall be obtained by the Contractor. All applicable permit fees shall be paid by the Contractor. All of Contractor's license fees for doing business in the locale, as applicable, shall be paid for by the Contractor.

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

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

11.4 The Contractor shall include in the lump sum bid and the Contractor shall pay all local payroll taxes, sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the bid documents.

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

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

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

12.3 Contractor shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings must be maintained during construction for local fire truck access. Contractor shall maintain construction to allow access to new, existing or temporarily relocated standpipe, fire hydrant connections and fire alarm communication panels pursuant to Section 3302 of the Kentucky Building Code. If the Contractor utilizes the fire protection equipment available at the Project site during the Contract period, lost, consumed or misplaced equipment must be replaced during and after the Contract period. The Contractor is responsible for any false alarms caused by dust created in the Work area or dust traveling to areas beyond the Work area due to inadequate dust protection barriers. Should there be a need for any existing or newly installed fire alarm system or parts of a system to be removed from service or disconnected, prior approval must be obtained from the Owner and the Contractor shall 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 Contractor and Subcontractors are responsible for the security of their own materials, tools and equipment at the Project site.

12.5 Contractor shall provide to the Owner's Representative a key to Contractor's field office or job trailer.

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

14.1 The Contractor shall provide safety controls for protection of the life and health of employees and visitors. The 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 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), Federal Occupational Safety and Health (Construction) Standards, and other applicable laws and regulations 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 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 Contractor shall require all Subcontractors to have an effective written safety program or be required to follow the Contractor's written safety program.

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

14.4 The Kentucky Labor Cabinet's Division of Occupational Safety and Health or the Owner's Environmental Safety and Health Division may notify the Contractor of any noncompliance with the foregoing provisions and the corrective actions to be taken. The Contractor shall after receipt of such notice immediately correct conditions at no additional cost to Owner. Notice delivered to the Contractor or the Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the 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 stopping all payments due under the Contract to the 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 Contractor.

14.5 The Contractor or any Subcontractor shall immediately contact Owner's Department of Facilities Management 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 Subcontractors shall be the responsibility of the Contractor.

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

14.8 The 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 local 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 Contractor or any Subcontractor 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 Contractor shall designate a responsible member of the on-site Work force as the safety officer and shall report to the Consultant 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 Contractor encounters material reasonably believed to be or suspected to be asbestos containing material, lead, polychlorinated biphenyls (PCBs), or other hazardous material, the following procedures must be followed:

15.1.1 The Contractor shall immediately stop Work in the affected area and notify the Owner's Representative. The Owner's Representative will contact the Owner's Environmental Safety and Health 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 Representative will notify the Contractor in writing of the results. Until that notification is received, the Work must not continue in the affected area.

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

15.1.3 Unless specified otherwise in the bid documents, the Contractor shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. Contractors are 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 Contractor, and Subcontractors will be under the requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. The Contractor and Subcontractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the Contractor's employees may be exposed; (2) Statement of the measures that Contractor's employees and Subcontractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the MSDSs related to the hazardous chemicals located in the Work area; (4) Procedures that the Contractor's employees and Subcontractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets (MSDS) in the possession of Owner may be reviewed upon request by the Contractor or any Subcontractor as they pertain to the Work areas of the Project. Photocopies of such MSDSs may be made by Contractor at its expense.

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

15.4 PCB containing equipment will be treated by the Contractor and the Owner in a manner that conforms to the intent of all applicable laws and regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the Contractor and Subcontractors 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 Contractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending Contractor or Subcontractor from the Project. All PCB transformers at Owner are identified by a PCB label as defined in federal regulations. If the Contractor should have a question as to the location of a PCB transformer, it should contact the Owner's Representative.

ARTICLE 16 - OBSERVATION OF WORK AND OTHER ACTIVITIES

16.1 Observations by the Consultant are for the sole purpose of assisting the Consultant to determine if the Work, materials, rate of progress, and quantities comply generally with the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents nor relieve the Contractor from any of the responsibility for the Work assigned to it by the Contract Documents. No observation 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 and all materials incorporated in the Project are subject to observation, testing, measurement, and other action by the Owner, the Consultant, and any of its or their agents, employees, consultants, or others acting on behalf of the Owner or Consultant, to determine general conformance with the Contract Documents. The Owner, Consultant, and any of its or their agents, employees, consultants, or others acting on behalf of the Owner or Consultant, shall at all times have access to the Work whenever it is in preparation or progress. No such observations, access or any tests, measurements or other acts by Owner or Consultant or any of its or their agents, employees, consultants, or others acting on behalf of the Owner or Consultant, will relieve Contractor from its obligations hereunder or from performing Work in strict compliance with the Contract Documents. The Contractor shall provide any facilities necessary for sufficient and safe access to the Work to complete any observations or testing, measurements, or other action. The Consultant shall be given timely notification in order to arrange for the proper observations to be performed on any Work outside of the normal working day or week.

16.3 If the Contract Documents, the Consultant's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Consultant timely notice of the readiness of the Work for such testing or approval. All such testing or approval will occur promptly. The Consultant shall promptly make all required observation of testing or approval. 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 observation and shall be uncovered and replaced at the Contractor's expense.

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

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

17.1 The Contractor shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the Contractor's profession so as to ensure expeditious, workmanlike performance in accordance with strict requirements of the Contract Documents. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The Contractor shall be responsible for the acts and omissions of all Subcontractors and any agents, employees, consultants, or others directly or indirectly employed or retained by the Contractor or any of its Subcontractors in the completion of or in connection with the Work. The Contractor shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The Contractor shall not be relieved of obligations to perform the Work in strict 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 Contractor.

17.2 The Contractor shall have a competent superintendent on the Project site at all times during the process of the Work. The superintendent shall have authority to act on the Contractor's behalf with regard to all aspects of performance of this Contract. The superintendent shall have such assistants with individual specialized competencies as may be necessary to fully understand and oversee all aspects of the Work. The Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work of the Project. The superintendent and all assistants shall be capable of performing all essential functions of the job. A communication given to the superintendent shall be binding on the Contractor. Immediately after the award of Contract, the Contractor shall submit to the Consultant a list of Contractor's employees and consultants and Subcontractors, 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 Contractor, in which case the Contractor shall give timely written notice to the Owner of the impending change of the superintendent and a reasonable explanation for the change; or (2) Where the Owner or the Consultant have reasonable grounds for dissatisfaction with the performance of the superintendent and give written notice to the Contractor of the grounds. In either case, the Contractor shall receive approval from the Owner of the qualifications of the proposed replacement superintendent.

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 without liability direct the Contractor to remove the superintendent from the Project and replace the superintendent with an employee who has the necessary expertise and skills to satisfactorily perform the Work.

ARTICLE 18 - CHANGES IN THE WORK

18.1 The Owner, at any time after execution of the Contract, may make changes within the general scope of the Contract or issue additional instructions, require additional Work or direct the deletion of Work. The Owner's right to make changes shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract Documents. All such changes to the Work shall be authorized in writing by Change Order and shall be executed under the conditions of the Contract Documents. Any adjustment of the Contract Amount or time of completion shall be made at the time of ordering such change.

18.2 The cost or credit to the Owner 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 Contractor and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed fifteen percent (15%) of the increased cost, for overhead and profit. This cost breakdown shall be submitted to the Consultant within seven (7) calendar days after receipt of the proposal request.

18.4 If none of the above methods are mutually agreed upon or if the Contractor does not respond promptly, a change may be made by unilateral determination by the Consultant of reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit which shall not exceed fifteen percent (15%) of the increased cost. If this method is utilized, the Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order signed by the Owner. In such case, the Contractor shall keep and present an itemized accounting of labor, equipment, material and other costs, in such form as may be prescribed by the Consultant.

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

18.6 In all cases where Change Orders are covered by Unit Prices set forth in the Contract, the value of such changes shall be determined only upon the basis of such Unit Prices and no additional amount is to be added for extended overhead and profit.

18.7 The Contractor shall keep and present in such form as the Consultant may direct, a correct account of all items comprising the cost of such Work, together with supporting documentation. The determination of the Consultant shall include in such cost, the cost to the Contractor of all materials used, the cost of all labor (including, but not limited to, social security and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental of all machinery used upon the extra Work, for the period of such use, which was upon the Work before or which shall be otherwise required by or used upon the Work before or after the extra Work is done. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used upon the Work, then the cost of transportation of such machinery to and from the Project site shall be added to the fair rental value. Transportation costs shall not be allowable for distances exceeding one hundred (100) miles.

18.8 The Contractor shall not include in the cost of change of Work any cost or rental of small tools, or any portion of the time of the Contractor or the 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 are considered as being covered under the added amount for general overhead.

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 costs for delays and time extensions related to items covered and affected. Any such claim not presented by the Contractor for inclusion in the Change Order shall be waived. The Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute.

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

18.10.1 If the Contractor claims that any instructions, acts or omissions by the Consultant or Owner involve additional cost or time extension, the Contractor shall give the Consultant written notice thereof within ten (10) calendar days after the receipt of such instructions or the occurrence or such act or omission 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 or nature of act or omission that the Contractor regards as a Change Order. Unless the Contractor acts in accordance with this procedure, any act or omission or any oral order shall not be treated as a change and the Contractor hereby waives any claim for an increase of the Contract Amount or extension of the time of completion of the Work.

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 Contractor beyond the quantity computed under these "Rules and Measurements."

19.1.3 The quantities of excavation shall be computed from instrument readings taken by the Owner'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 of the rock to six (6) inches below the invert for pipe twenty-four (24) inches in diameter or less and eight (8) inches below the invert for all pipe greater than twenty-four (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 Documents 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. However, the Contractor is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the Contractor shall contact and cooperate with the Consultant

to make the required adjustments. Any request for change in the Contract Amount by the Contractor shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted, uncharted or mislocated utility service is interrupted for any reason, the Contractor will work continuously to restore service to the satisfaction of the Owner. Should the Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the work/repairs completed and the cost of such work/repairs deducted from the monies due or to become due to the Contractor pursuant to Article 22 of the General Conditions.

20.3 The Contractor shall promptly, but in no case more than ten (10) 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;

20.3.2 Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale and 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 materially different from the conditions indicated by the Contract Documents, or 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.

20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions in 20.3.1, 20.3.2, or 20.3.3 are present, were not known by the Contractor, and could not have been discovered by careful examination and investigation of the site of the Work, and have caused or would cause a material increase or decrease in the Contractor's cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend to the Owner an equitable adjustment in the Contract Amount or the time allotted for performance in the Contract Documents. Failure by the Contractor to provide written notice to the Consultant of such claims for additional compensation or time for performance within ten (10) days of discovery of such conditions and before the disturbance thereof shall constitute a waiver by the Contractor of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

20.5 If the Consultant determines that the above criteria are not met and no adjustment in the Contract Amount or time of completion of the Work is warranted, the Contractor shall continue performance of the Contract as directed by the Consultant. No claim of the Contractor under this clause shall be allowed unless the required written notice is given and the Consultant is given adequate opportunity to investigate the conditions encountered prior to disturbance. The failure of the Contractor to give the Consultant proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the Contract Amount or time of completion 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 any part of the Work under this Contract, the new time limit fixed by such extension shall be of the essence of this Contract. Except as expressly stated herein, an extension of time shall not be cause for extra compensation under this Contract.

21.2 The Contractor may be granted an extension of time of completion of the Work 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 Contractor, including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, pandemics, epidemics, quarantine restrictions, strikes, and freight embargoes.

21.3 Claims for extensions of time and/or relief from liquidated damages, except for weather related claims, or for damages as stated below must be made in writing to Consultant not later than ten (10) Calendar Days after the onset of the cause giving rise to the delay or the beginning of the delay, whichever is earlier. Claims for extension of time due to unusually inclement weather shall be made in writing not later than the tenth day of the month following the month in which the delay for which an extension is sought occurred. Claims for extension of time or relief from liquidated damages shall be stated in numbers of whole or half Calendar Days. The actual dates on which reason for the delay(s) occurred and the dates of any delay(s) must be stated. If the notifications required here are not given, the Contractor shall be deemed to have waived any claim for extension of time, relief from liquidated damages, and delay damages.

21.4 Extensions of the time for completion of the Work may be granted for unusually inclement weather. "Unusually inclement weather" as used herein means unusually severe weather for a given month which is in excess of the number of days for each month ("threshold days") stated in the Special Conditions.

21.5 Any claim for 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 concerned, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on progress.

21.6 Any claim for extension of time for delays in transportation or for failures of suppliers shall be supported by a written statement of facts demonstrating that the delays are beyond the Contractor's control, including, but not limited to, the Contractor's efforts to overcome such delays.

21.7 The time extensions for changes in the Work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide the time of completion of the Work may be extended only for those specific elements so delayed and that the time of completion for the remaining Work will not be altered or may further provide for an equitable readjustment of liquidated damages pursuant to the new Contract completion dates.

21.8 The time of completion of the Work may be adjusted only for causes specified above. Extension of time will only be approved by the Consultant if the Contractor can prove such justification supported by Critical Path Management data if applicable, and other supporting data that such delays, in fact, are on the critical path and extend the Contract completion, and that the Contractor has expended all reasonable effort to minimize its effect on the construction schedule. For a claim for extensions of time due to unusually inclement weather, the Contractor must establish that Work on the critical path was prevented due to weather on each of the threshold days delineated in the Special Conditions and that Work on the critical path was prevented on each day of unusually inclement weather for which an extension of time is sought. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.9 No Change Orders will be approved unless they are incorporated in a revised schedule. All changes and/or additions to the schedule must meet the approval of the Consultant.

21.10 Except as expressly stated here, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of impacts, hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes. The Contractor agrees that the sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work. The Contractor acknowledges that the Contract Amount includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable. The only exception to the preceding is that the Contractor may claim damages for delay only in the event and to the extent any such delay and damages

are the fault of the Owner. The parties agree that the procedures in Article 18 of the General Conditions, except as they relate to the giving of notice, apply to the submitting and determining claims regarding damages due to delay. The giving of notice for delay is governed by this Article 21. The parties agree that damages for delay shall be limited to the costs for labor and rental equipment as delineated in Article 18.7 and overhead and profit, which will not exceed fifteen percent (15%) of the aforesaid additional costs of labor and rental equipment, during the period of Owner caused delay. The restrictions of Article 18.8 apply to claims for delay damages. The Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute regarding delay damages.

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

22.1 The Contractor shall promptly remove from the site and replace any material or correct any Work found by the Consultant to be defective or that fails to strictly conform to the requirements of the Contract, whether incorporated in the Work or not, and whether observed before or after Substantial Completion or final completion. The Contractor shall bear all costs of 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 Contractor and the Owner immediately upon its knowledge that additional services will be necessary. The Owner may consent to accept such non-conforming Work and materials with an appropriate adjustment in the Contract Amount. Otherwise, the Contractor shall promptly replace and re-execute the Work in strict 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. If the Contractor fails to correct non-conforming Work within a reasonable time, the Owner may take any necessary action to make the necessary corrections. If the Owner makes the 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 Contractor or, if no additional payments are due, Contractor and the Contractor's surety will be jointly and severally 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 Contractor of responsibility for any portion of the Work that fails to meet the strict requirements of the Contract Documents. The Contractor shall, after receipt of reasonable written notice from the Owner of an observed defect, promptly correct the Work or any portion thereof including any labor, material, and equipment not in strict accordance with the Contract Documents which is discovered within one year of the date shown on the Certificate of Substantial Completion of the Work or designated portion thereof or with respect to any portion of the Work which cannot be used until on or after final completion which is discovered within one year after such portion of the Work can be used. The Contractor shall correct any Work as aforesaid not in strict accordance with the Contract Documents and pay for any damage to other Work resulting from such defects or the correction thereof. Nothing contained in this clause relating to the correction of Work shall be construed to establish a period of limitations or an exclusive remedy or limitation on remedies with respect to any obligation of the Contractor or its sureties under the Contract Documents and the Owner retains all remedies at law and in equity. Without limiting the preceding, the obligation of the Contractor and its sureties under this section shall be in addition to and not in limitation of any obligations or remedies imposed by any guarantees or warranties required by the Contract Documents or given by the Contractor, or of any obligations or remedies otherwise recognized, allowed, or prescribed by law or the Contract Documents.

23.2 In addition to being responsible for correcting the Work and removing any non-conforming Work or materials from the job site, the Contractor shall bear all other costs of bringing the affected Work into strict 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 Contractor fails to correct non-conforming Work within a reasonable time, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for non-conforming Work or materials after final payment to the Contractor, the Owner shall be entitled to recover jointly and severally all amounts for such corrections including costs and attorney's fees from Contractor and surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER/FUNDING OUT

24.1 The Owner, by written notice to the Contractor, may terminate this Contract in whole or in part for convenience when it is in the interest of the Owner, in the sole discretion of the Owner. The Contractor will be provided with thirty (30) calendar days' written notice unless the Owner makes a written determination that a shorter period of termination is in its best interests. In the event of termination for convenience, the Contractor shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work not performed.

24.2 The Owner may terminate this Contract, in whole or in part, if funds are not appropriated to it or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of any other terms in the Contract Documents. The Owner will provide the Contractor thirty (30) calendar days written notice of termination of the Contract.

24.3 After receipt of any notice of termination, the Contractor shall, unless otherwise directed, take all steps necessary to minimize waste, including but not limited to:

- (a) Stop work immediately on the terminated portion of the Contract;
- (b) Terminate all subcontracts related to the terminated portion of the Contract;
- (c) Immediately advise the Owner of any special circumstance precluding the stoppage of work;
- (d) Perform the continued portion of the Contract;
- (e) Take action to protect and preserve property in the Contractor's possession in which the Owner has or may acquire an interest, and, if directed by the Owner, deliver the property to the Owner;
- (f) Promptly notify the Owner in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the Contract;
- (g) Settle outstanding liabilities and proposals arising out of the termination; and
- (h) Ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The Consultant may stop Work without written notice for twenty-four (24) hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the time of completion of the Work or Amount under this clause since such stoppages are considered to be the fault of the Contractor. 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 Contractor or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract by giving written notice to the Contractor. Reasons for termination include, but are not limited to, the following:

26.1.1 If in the opinion of the Owner or Consultant, the Contractor refuses or fails to prosecute the Work (or any separable part) with such diligence as will insure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;

26.1.2 If, consistent with law, in the opinion of the Owner or Consultant, the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and consistent with law and in the opinion of the Owner or Consultant, the Contractor 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 in the opinion of the Owner or Consultant, the Contractor fails to supply sufficient skilled Workmen or suitable materials or equipment;

26.1.4 If in the opinion of the Owner or Consultant, the Contractor fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment;

26.1.5 If in the opinion of the Owner or Consultant, the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

26.1.6 If in the opinion of the Owner or Consultant, the Contractor disregards the authority of the Consultant or the Owner;

26.1.7 If in the opinion of the Owner or Consultant, the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

26.1.8 If in the opinion of the Owner or Consultant, the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.

26.2 Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the Contractor and its Surety three (3) days-notice of the reason therefor by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the contract.

26.3 In the event that the Contract is terminated, the Owner may demand that the Contractor's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within twenty (20) days after the demand, the Owner may take over the Work and prosecute it to completion as provided below. The Contractor and its Surety will be jointly and severally liable to the Owner for all loss, cost, and damage sustained.

26.3.1 In the event that the Contract is terminated and the Contractor's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the Contractor from the site. The Owner may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. 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 Contractor but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and materials delivered and accepted on or before the date of termination and for which payment has not been made as of that date. If such costs of completing the Work exceed the unpaid balance, the Contractor and the Contractor's Surety are jointly and severally liable to 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 Contractor shall not be eligible for the award of such Contract.

26.3.3 The Contractor and its Surety shall be jointly and severally liable for any damage to the Owner resulting from the termination or the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract and for all attorney's and consultant'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 Contractor shall be liable for such liquidated damages until final completion of the Work is achieved.

26.3.5 In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the Contractor. The rights and remedies of the Owner under this Article are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the Owner will not release the Contractor from liability.

26.3.6 In the event the Contract is terminated under this Article, and it is determined for any reason that the Contractor was not in default under the provisions of this Article, the termination shall be deemed a Termination for Convenience of the Owner pursuant to Article 24 and the rights and obligations of the parties shall be determined in accordance with Article 24.

ARTICLE 27 - SUSPENSION OF WORK

27.1 The Owner or the Consultant may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience. Adjustment may be made for any increase in the time of completion of the Work necessarily caused by such suspension or delay, in accordance with Article 21.

ARTICLE 28 - TIME OF COMPLETION

28.1 The Contract Time, unless otherwise provided, means the period of time, including authorized adjustments, for the Substantial Completion of the Work. Unless modified in accordance with the Contract Documents, Work is to begin upon the Date of Issuance stated in the Purchase Order and Substantial Completion is to be achieved as provided in Article 2 of the Agreement between Morehead State University and Contractor. 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 of completion set forth in the Contract Documents is a binding part of the Contract Documents 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 shall mean when the stage of Work is reached that the Owner may make beneficial use and occupancy of the Work, or a designated portion thereof, and may use, operate, and maintain the Work, or a designated portion thereof, in all respects for its intended use. This will include that the Work, or a designated portion thereof, is in strict accordance with the Contract Documents, complete, accessible, operable and usable for its intended use by the Owner, and all parts and systems are complete and cleaned for the Owner's use. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use may remain for final completion. The ability to occupy or utilize shall include regulatory authority approval. When the Owner accepts and occupies a portion of the Work under this Article 28, the operation, maintenance, utilities, and insurance of that portion of the Work will become the responsibility of the Owner.

28.3 The date of Substantial Completion shall be that date certified by the Consultant in accordance with the following procedures that the Work or designated portion is sufficiently complete to occupy or utilize as defined above.

28.3.1 When the Contractor considers the entire Work or designated portion thereof ready for its intended use, the Contractor shall notify the Consultant in writing and request an inspection. The declaration and request shall be accompanied by a list prepared by the Contractor of those items of Work still to be completed or corrected. The failure of the Contractor or Consultant 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.

28.3.2 The Consultant shall, within a reasonable time after receipt of notification from the Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultant's review, the Contractor shall submit all record 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.

28.3.3 If the Consultant considers the Work or designated portion substantially complete, the Consultant shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities between the Owner and 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 Contractor shall complete the items listed therein. 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 of the responsibilities assigned in the certificate. The Work or designated portion shall not be deemed substantially complete until the certificate is issued. If, after making the inspection, the Consultant does not consider the Work or designated portion substantially complete, he will notify the Contractor in writing, giving the reasons therefor.

28.4 The Consultant, upon receipt of written notice from the Contractor that the Work is finally 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, and the Work is acceptable to the Owner, the Consultant will so notify the Contractor in writing and promptly certify a final Certificate of Final Completion the Owner. 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 29 - LIQUIDATED DAMAGES

29.1 The Owner and the 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 Contractor agree on the amounts stated as liquidated damages in the Agreement. The Owner and Contractor agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the Contractor fail to substantially complete the Work under Contract on or before the date stipulated for Substantial Completion, the Contractor will be required to pay liquidated damages to the Owner for each consecutive calendar day after the date for Substantial Completion until the Work is in fact substantially complete. After the date for Substantial Completion has been certified by the Consultant the Contractor shall cease to owe liquidated damages until the date established for final completion.

29.3 If final completion is not achieved by the date established for final completion, liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered finally complete when all Work has been completed and accepted by the Owner and the Certificate of Final Completion has been issued by the Consultant. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract. Permitting the Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

ARTICLE 30 - PAYMENT TO THE CONTRACTOR

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts and other documentation showing payments made for materials and labor, including payments to Subcontractors. 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 Contractor shall include line items for overhead, profit and general condition costs.

30.2 The Consultant shall, within ten (10) working 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 Contractor indicating in writing its reasons for refusing to approve payment. The Owner will have a total of forty-five (45) working days, inclusive of the period of review by the Consultant, to make payment to the Contractor on a properly completed and undisputed request for payment. 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 Neither the final payment nor any part of the remaining retained percentage shall become due until the Contractor delivers to the Owner an affidavit that all payrolls, bills for materials, supplies and equipment, and all other indebtedness connected with the Work have been paid or otherwise satisfied.

30.4 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Project site, or at another location agreed to in writing, the Contractor must furnish the following:

30.4.1 A list of the materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices therefor.

30.4.2 Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

30.4.3 A letter from the Surety indicating that the Surety agrees to the storage arrangements and that payment to the Contractor shall not relieve either the Contractor or its Surety of their responsibility to complete the Work.

30.4.4 Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

30.4.5 Evidence that representatives of the Consultant have visited the Contractor's place of storage and checked all items listed on the Contractor's certificate. They shall certify, insofar as possible, that the items are in agreement with the Specifications and approve their incorporation into the Project.

30.5 The Owner will pay eighty (80)% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

30.6 The Contractor's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior applications for payment.

30.7 Each payment made to the Contractor shall be on account of the total amount payable to the Contractor and the 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 Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made, or restoration of any damaged Work, or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

30.8 Within thirty (30) days of the award of the Contract, and prior to submitting the first application for payment, the Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to Construction Specifications Institute (CSI) specification divided so as to facilitate payment and correlated to the schedule required by 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 Contractor's applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the Contractor.

30.9 Final Payment - When all Work is complete and accepted by the Owner, the Contract is fully performed, and the Certificate of Final Completion has been issued, the Contractor will be directed to submit a final payment application for certification and the entire balance shall be due and payable within forty-five (45) days of submission of a final pay application, along with the documents described in Article 30.11.1.

30.10 Retainage – The Owner will retain no more than 10% of the Contractor's progress payments until Fifty Percent (50%) of the Work has been completed in accordance with the Contract Documents. Thereafter, the Owner will hold retainage of not more than 5% of the total Contract Amount. Within thirty (30) days of Substantial Completion, the Owner will release the retainage held less an amount equal to two hundred percent (200%) of the Owner's reasonably estimated cost of the balance of the Contractor's contractually obligated and uncompleted work. The Consultant, with the approval of the Owner, will determine the reasonably estimated cost to complete all remaining work. The Consultant, Owner, Contractor, and any subcontractor with work yet to be completed will agree on the schedule for completion of the work necessary for release of the remaining retainage and in order to make final payment.

30.11.1 Upon issuance of the Certificate of Final Completion by the Consultant, acceptance by the Owner, and submittal by the Contractor of all required documents and releases, all retained amounts shall be paid to the Contractor as part of the final payment within forty-five (45) days of receipt of the complete final pay application. Documents to be submitted by Contractor include (1) an affidavit that payrolls, bills for material and equipment, and all other indebtedness connected with the Work have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will be renewed to cover the period required by the Contract Documents, (3) consent of surety to final payment, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

30.11.2 In addition to the retainage set forth above, the Owner may withhold from any monthly progress or final payments or nullify any progress or final payments in whole or in part or back charge the Contractor to such extent as necessary in the opinion of the Owner or Consultant to protect the Owner from loss on account of:

30.11.2.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction and/or replacement;

30.11.2.2 If the Owner has been required to correct Defective Work or complete Work which the Contractor has failed or refused to correct or complete;

- 30.11.2.3 If the Contractor has failed to perform any of its obligations under the Contract;
- 30.11.2.4 If the Contractor has failed to make payment properly to Subcontractors, suppliers, material suppliers, or laborers;
- 30.11.2.5 Amounts to be withheld as liquidated damages for failure to achieve Substantial Completion and/or final completion as provided in the Contract Documents;
- 30.11.2.6 Claims filed or reasonable evidence indicating probable filing of claims by Subcontractors, laborers, suppliers, or others;
- 30.11.2.7 A reasonable doubt that the Contract can be completed for the balance then unpaid;
- 30.11.2.8 The Contractor's failure to perform any of its contractual obligations, default under Contract Documents, or failure to maintain the agreed upon time schedule;
- 30.11.2.9 Failure to present pay requests in the prescribed form. When the Owner is satisfied that the Contractor has remedied any such deficiency, payment of the amount withheld will be paid; or
- 30.11.2.10 Such other reason as is allowed under any Contract Documents or deemed necessary by the Owner or Consultant and as allowed by law.

ARTICLE 31 - CONTRACTOR'S PAYMENT TO SUBCONTRACTORS

- 31.1 The Contractor shall pay its Subcontractors any undisputed amounts due within fifteen (15) business days of receipt of payment from the Owner, including payment of retainage if retainage is released by the Owner, if the Subcontractor has provided a timely, properly completed, and undisputed request for payment to the Contractor. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors, vendors and suppliers in similar manner.
- 31.2 The Consultant may, on request, furnish to any Subcontractor information regarding the percentages of completion applied for by the Contractor and the action thereon by the Consultant.
- 31.3 Neither the Owner nor the Consultant shall have any obligation to make payment to any Subcontractor except as may otherwise be required by law.

ARTICLE 32- PROGRESS & SCHEDULING

- 32.1 Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit to the Owner and the Consultant a construction schedule for the Work. The schedule shall not exceed the Contract Time established under the Contract. Schedules which reflect a duration less than the Contract Time are for the convenience of the Contractor and shall not be the basis of any claim for delay or extension of time. The Contractor shall also, as provided by Article 30.8, submit a payment schedule indicating the percentage of the Contract Amount and the anticipated monthly payments the Owner may make during the Project. The Owner may withhold approval of progress payments until the progress payment schedule and construction schedule have been submitted by the Contractor.
- 32.2 The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.
- 32.3 The Contractor shall conform to the most recent schedules.

ARTICLE 33 - USE OF COMPLETED PORTIONS

33.1 Upon mutual agreement between the Owner, Contractor, and Consultant, the Owner may use a completed portion of the Work 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 nor shall such use be deemed Substantial Completion for any purposes herein. Warranty periods shall not begin until the final completion is certified by the Consultant.

ARTICLE 34 - INDEMNIFICATION

34.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its Board of Regents and individual Regents, in their official and individual capacities; all its and their agents and employees in their official and individual capacities; and the Consultant, and their agents and employees "indemnified entities" from and against all claims, damages, losses and expenses, including attorney's fees, to the extent 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 including the loss of use resulting therefrom, and (b) is caused by the negligent act or omission of, the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, any persons or entities retained by the Contractor or any Subcontractor in connection with the Work, 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 indemnified entities would otherwise have.

34.2 In any and all claims against the indemnified entities 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 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 Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee acts.

34.3 The obligations of the Contractor under this Article shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of Contract Documents, 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 Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name Owner and its Board of Regents and individual Regents, in their official and individual capacities; and all of its and their agents and employees in their official and individual capacities "additional insureds" as additional insureds on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the additional insureds shall apply to all policies.

35.2 The Contractor shall not commence, nor allow any Subcontractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements herein.

35.3 Workers' Compensation and Employers' Liability Insurance

The Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance covering all employees who will be working at the Project site with limits of at least \$500,000 per occurrence. In the event any Work is subcontracted, the Contractor shall

require any Subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees are covered by insurance provided by the Contractor.

35.4 Public Liability Insurance.

The Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property, fire, legal liability, and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work. Policies which contain Absolute Pollution Exclusion endorsements are not acceptable. Coverage must include pollution from "hostile fires". Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverages shall be added by endorsement. If the Work involved requires the use of aircraft or helicopters, a separate aviation liability policy with limits of liability of at least \$10,000,000 will be required.

35.4.1 The limits of liability shall not be less than \$1,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than \$1,000,000 for each person and each occurrence for bodily injury and \$500,000 for each occurrence for property damage.

35.4.2 The Contractor shall either:

35.4.2.1 Require each Subcontractor to procure and maintain insurance of the type and limits stated in this Article during the terms of the Contract, or,

35.4.2.2 Insure the activities of such Subcontractors under a blanket form as shown above.

35.5 Comprehensive Automobile Liability Insurance

The Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than \$500,000 for bodily injury and \$100,000 for property damage for each occurrence shall be maintained.

35.6 Excess Liability Insurance

The Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form comprehensive general liability insurance, comprehensive automobile liability insurance and employers' liability insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies. 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.

35.7 Builders Risk Insurance

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 as it may be increased. Builders Risk Insurance shall include coverage for the perils of earth movement and flood and the coverage shall not be voided in the event of partial occupancy. The testing exclusion and exclusion for design errors or defects must be deleted from the policy.

35.8 All Insurance Agents and Companies shall be qualified according to applicable state law in Kentucky. All policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS Chapter 304.

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

36.1 The Contractor shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as it may be increased as security for the faithful performance of the Contract. The Contractor shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as it may be increased for the protection of all persons performing labor or furnishing materials, equipment or supplies for 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. The Performance and Payment Bonds shall be executed by the Contractor and a surety company authorized to conduct business in this Commonwealth, and the Contract must be countersigned by a duly appointed and licensed resident agent. Combined bonds will not be accepted. The bonds will provide that the surety waives notice of changes in the Contract and Work to be performed and of modification to and extensions of time hereunder.

36.2 Not Used

ARTICLE 37 - DAMAGED FACILITIES

37.1 The Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, etc. caused by Work performed under the Contract or incidental thereto, whether by the Contractor's own forces, Subcontractors 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, whether a new or existing building, shall be repaired and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the Contractor, at no expense to the Owner, if the water damage is caused by the Work performed under the Contract or incidental thereto, whether by the Contractor's own forces, Subcontractors, or material suppliers.

37.3 For existing buildings, the Contractor, along with the Owner's Representative and Consultant, will tour the Project site to evaluate existing conditions and determine any existing damage before any Work on this Contract is done.

37.4 Should the Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the Work/repairs completed and deduct the cost of such Work/repairs from amounts due or to become due to the Contractor. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

ARTICLE 38- DISPUTE RESOLUTION

38.1 Except as otherwise provided herein, all Contractor's disputes shall first be referred to the Consultant for review and decision. All claims shall be made in writing to the Consultant and Owner, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final

Payment shall be waived. The Consultant shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of a claim or dispute.

38.2 The Consultant's decision shall be final and binding on the Contractor unless the Contractor submits to the Owner a written notice of appeal within fifteen (15) calendar days of the Consultant's decision. The Contractor must present within fifteen (15) calendar days of the notice to appeal a narrative claim in writing with complete supporting documentation. After receiving the written claim, the Owner will review the materials relating to the claim and may meet with the Contractor to discuss the merits of the claim. The Owner will render a decision within thirty (30) calendar days after receiving the written claim and supporting documentation. The decision of the Owner shall be final and binding. Any failure of the Consultant or Owner to make a decision within the time limit set forth shall not result in the granting of the Contractor's claim.

38.3 If the Owner does not agree with the Consultant's decision on a claim by the Contractor, the Owner shall notify the Contractor and the Consultant and direct the Contractor to perform the Work about which the claim was made and the Contractor shall proceed with such Work in accordance with the Owner's instruction. If the Contractor disagrees with a decision of the Owner concerning a Contractor's claim, the Contractor shall proceed with the Work as indicated by the Owner's decision.

38.4 The Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute.

ARTICLE 39 - CLAIMS FOR DAMAGE

39.1 Except as otherwise provided herein, should the Contractor suffer damage because of wrongful act or neglect of the Owner or as the result of other controversy arising under the Contract, such claim or controversy shall be made in writing to the Owner within thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court by the Contractor, the Contractor's claim or controversy (together with supporting data) shall be presented in writing to the Vice President of Fiscal Services for Morehead State University. The Vice President of Fiscal Services is authorized, subject to any limitations or conditions imposed by law, to settle, compromise, pay, or otherwise adjust the claim or controversy with the Contractor. The Vice President of Fiscal Services, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the Contractor. The decision rendered shall be final and conclusive, unless the Contractor files suit consistent with law. If the Vice President of Fiscal Services does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, then the Contractor may proceed as if an adverse decision had been received.

39.2 Any legal action by the Owner on the Contract shall be brought as allowed by law. Any legal action by Contractor on the Contract shall be brought in the Franklin Circuit Court, Franklin County Kentucky and shall be tried by the Court sitting without a jury, within the time period established in KRS 45a.260(2). All applicable defenses in law or equity shall be preserved to the Owner. The Owner shall recover from the Contractor all attorneys' fees, costs and expenses incurred if it prevails in the litigation of disputes under the Contract. The Contractor shall be liable to the Owner for all attorney's fees, costs and expenses incurred by Owner to enforce the provisions of the Contract. Nothing in the Contract Documents will extend the limitations period applicable to any claims of the Contractor.

39.3 The Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute.

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.

ARTICLE 41 - ASSIGNMENT

41.1 Neither party to the Contract shall assign the Contract, or any portion thereof without the written consent of the other. The Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the Contractor has the prior written approval of the Owner and the Surety on the Contractor's bond has given written consent to any such assignment.

ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any Work with Owner's 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 its Work with theirs in such manner as the Consultant may direct.

42.2 Upon request of the Contractor, the Consultant or the Owner will provide the Contractor a copy of all available plans, specifications, and other data relating to other contracts or work related to this Work. The Contractor shall examine these documents and shall promptly notify the Consultant or the Owner of any work conflicting with Work to be performed by the Contractor.

42.3 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner, the Contractor shall have no claim or cause of action against the Owner, its Board of Regents or individual Regents, in their official or individual capacities; or any of its or their agents or employees in their official or individual capacities for such damage and hereby waives such claim. The Contractor does not waive any claim or cause of action against the other contractor to recover any and all damages sustained by reason of the acts or omissions of such separate contractor. The phrase "acts or omissions" as used in this Article shall be defined to include, but not limited to, any unreasonable delay on the part of any such separate contractor.

42.4 Should the Contractor be alleged to have caused damage to any separate contractor on the Work or Project, the Contractor shall indemnify and hold harmless the Owner, and its Board of Regents and individual Regents, in their official and individual capacities; and all of its and their agents and employees in their official and individual capacities from and against all claims, damages, losses, judgments and expenses, including attorney's fees, arising therefrom regardless of whether it is established that the Contractor or persons or entities indemnified in this Article, or any of them, were negligent or otherwise at fault.

42.5 If any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall promptly report to the Consultant any observed defects in such work that render it unsuitable for proper execution connection. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Work, except as to defects which may develop in the other contractor's work after the execution of the Work.

42.6 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 Consultant to secure the completion of the various portions of the Work in general harmony.

ARTICLE 43 - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

43.1 The Contractor is fully responsible to the Owner for the acts and omissions of the Subcontractors, any other person and entity performing any portion of the Work, and material suppliers, and of persons either directly or indirectly employed by or contracted with any of them. The Contractor is responsible for the acts and omissions of persons employed directly by the Contractor and for the coordination of the Work, including placement and fittings of the various component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Subcontractors, any other person or entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them, will be paid by the Owner.

43.2 The Contractor agrees to bind every Subcontractor, any other person and entity performing any portion of the Work, material suppliers, and persons either directly or indirectly employed by or contracted with any of them, by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the Contractor shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The Contractor shall make no substitution or change in any Subcontractor, any other person and entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them, listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The Contractor shall not allow on site any Subcontractor, any other person and entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them, against whom the Owner or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor, any other person and entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them. The Contractor is hereby notified that it is the Contractor's contractual obligation to settle any disputes involving Subcontractors, any other person and entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them. Neither the Owner nor the Consultant will settle disputes involving the Contractor, the Subcontractors, any other person and entity performing any portion of the Work, material suppliers, or persons either directly or indirectly employed by or contracted with any of them.

ARTICLE 44 - CASH ALLOWANCE

44.1 The Contractor shall have included in the Contract Amount all allowances stated in the Contract Documents and shall cause the Work so covered to be done as the Consultant may direct. If the actual price for purchasing the "allowed materials" is more or less than the "cash allowance", the Contract Amount shall be adjusted by Change Order accordingly. The adjustment in Contract Amount shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "allowed materials", unless specifically provided for in the allowance, shall be included in the Contract Amount and not in the allowance.

44.2 Anything in the preceding notwithstanding, the Contract Amount shall be adjusted to exclude any significant sums if the Owner finds that such Contract Amount was increased because the Contractor furnished cost or pricing data, as of the date of the Agreement between Morehead State University and Contractor, which was inaccurate, incomplete, or not current.

ARTICLE 45 - PROJECT SITE LIMITS

45.1 The Contractor shall confine the apparatus, the storage of materials, and the operations of Workmen to Project site limits indicated in and permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials and equipment.

ARTICLE 46 - CLEAN UP

46.1 The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. At the completion of the Work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Contractor.

ARTICLE 47 - POINTS OF REFERENCE

47.1 The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance.

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

48.1 Except as may be otherwise provided in the Contract Documents, specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition. The specifications may identify a sole brand in cases where it has been determined by the Owner documented unique and valid conditions require compatibility, continuity, or conformity with established standards.

48.2 Substitution of equipment and materials previously submitted by the Contractor and approved by the Consultant will be considered only for the following reasons:

48.2.1 Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

48.2.2 Inability of the supplier to meet Contract Schedule.

48.2.3 Technical noncompliance to specifications.

48.3 Substitution of other equipment and materials named in the specifications may be allowed provided they are at least equal in quality, durability, strength, design, and other criteria deemed appropriate; they will perform at least equally the function imposed by the general design for the Work being contracted for; and they conform substantially to the detailed requirements for the item in the specifications. The Contractor has the burden to prove equality of any substitution requested.

48.4 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.

ARTICLE 49 - TEST AND INSPECTION

49.1 Regulatory agencies of the government having jurisdiction may require any Work to be inspected, tested and approved. The Contractor shall assume full responsibility therefor, pay all costs in connection therewith, unless otherwise noted, and furnish the Consultant the required certificates of inspection, testing and/or approval.

49.2 The Contractor shall give the Consultant timely notice of readiness of the Work for all inspections, tests and/or approvals.

49.3 The Contract Documents may indicate specific testing requirements to be performed by the Contractor. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the Contractor. Testing shall be completed using a testing facility or laboratory approved by the Owner.

49.4 The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the Contractor.

ARTICLE 50 - WARRANTY

50.1 The Contractor warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. If

requested by the Consultant or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Where there is an approved substitution of material or equipment, the Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Contractor 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. Prior to the Substantial Completion inspection, the Contractor shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the Work shall begin on the date shown on the Certificate of Substantial Completion except as may otherwise be provided in the Certificate of Substantial Completion or as otherwise agreed to by Owner. It is expressly understood and agreed that no acts or omissions by Owner, or any of its agents, employees, consultants, or others acting on its behalf, or by any other person or entity, including review and approval of any plans, drawings, or other documents, will relieve Contractor from its obligations hereunder or from performing Work in strict accordance with 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 strict accordance with Contract Documents or relieve the Contractor or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The Contractor or its sureties shall, as provided herein, remedy any defects in the Work and any resulting damage to the Work at its own expense. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, as provided herein, the Owner may correct the Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable jointly and severally from the Contractor and its sureties. The Owner will give notice of observed defects with reasonable promptness.

50.3 The Contractor shall, after receipt of reasonable written notice from the Owner of an observed defect, promptly correct the Work or any portion thereof including any labor, material, and equipment not in strict accordance with the Contract Documents which is discovered within two years of the date shown on the Certificate of Substantial Completion of the Work or designated portion thereof or with respect to any portion of the Work which cannot be used until on or after final completion which is discovered within two years after such portion of the Work can be used. The Contractor shall correct any Work aforesaid not in strict accordance with the Contract Documents and pay for any damage to other Work resulting from such defects or the correction thereof. Expendable items and wear from ordinary use are excluded from this warranty. Nothing contained in this clause relating to the correction of Work shall be construed to establish a period of limitations or an exclusive remedy or limitation on remedies with respect to any obligation of the Contractor or its sureties under the Contract Documents and the Owner retains all remedies at law and in equity. Without limiting the preceding the obligation of the Contractor and its sureties under this section shall be in addition to and not in limitation of any obligations or remedies imposed by any guarantees or warranty required by the Contract Documents or given by the Contractor, or of any obligations or remedies otherwise recognized, allowed, or prescribed by law or the Contract Documents.

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

50.5 All costs, attorney's fees and expenses incurred by the Owner as a result of the Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the Contractor.

ARTICLE 51 - APPRENTICES

51.1 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 52 - GOVERNING LAW

52.1 This Contract shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

ARTICLE 53 - NONDISCRIMINATION IN EMPLOYMENT

53.1 During the performance of the Contract, the Contractor agrees as follows:

53.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, sex, sexual orientation, gender identity, gender expression, disabled veterans, recently separated veterans, other protected veterans, and armed forces service medal veterans, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, age, religion, sex, sexual orientation, gender identity, gender expression, disabled veterans, recently separated veterans, other protected veterans, and armed forces service medal veterans, or disability. 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 Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

53.1.2 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, age, religion, sex, sexual orientation, gender identity, gender expression, disabled veterans, recently separated veterans, other protected veterans, and armed forces service medal veterans, or disability.

53.1.3 The Contractor shall 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 Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

53.2 Failure to comply with the above nondiscrimination clause constitutes a material breach of the Contract.

ARTICLE 54 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

54.1 The Contractor and any Subcontractor is exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Act of 1978, KRS 45.550 to KRS 45.640 "The Act", if any of the following conditions are applicable:

54.1.1 The Contract or subcontract awarded is in the amount of five hundred thousand (\$500,000.00) or less, and the amount of the Contract is not a subterfuge to avoid compliance with the provisions of the Act;

54.1.2 The Contractor or Subcontractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

54.1.3 The Contractor or Subcontractor employs only family members or relatives;

54.1.4 The Contractor or Subcontractor employs only persons having a direct ownership interest in the business and such interest is not a subterfuge to avoid compliance with the provisions of The Act.

54.1.5 The subcontract is below the second-tier level of contracts.

54.2 The Contractor and any Subcontractor, not otherwise exempted, shall:

54.2.1 For the length of the Contract, hire minorities and women from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the Contractor has collective bargaining agreements be unwilling to provide sufficient minorities or women to satisfy the agreed upon goals and timetables, the Contractor shall hire minorities or women from other sources within the drawing area;

54.2.2 The equal employment provisions of The Act may be met in part by the Contractor subcontracting to a minority or woman contractor or Subcontractor. A minority or woman Contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic or gender circumstances.

54.2.3 Each Contractor shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to its employment practices and Work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

54.3 If the Contractor is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract or 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 Contractor ineligible to bid on further contracts with the Owner until such time as the Contractor complies in full with the requirements of The Act.

54.4 Any provisions of The Act notwithstanding, no Contractor shall be required to terminate an existing employee, upon proof that the employee was employed prior to the date of the Contract nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

ARTICLE 55 - CONTRACTOR IDENTIFICATION IN CAMPUS BUILDINGS

55.1 All employees of the Contractor and all Subcontractors shall be required to display an Identification Badge at all times while working in or directly around any campus buildings. The initial badges/lanyards will be provided by the Owner at no cost to the Contractor. Contractor shall be required to keep an accurate accounting of the issuance of the badges and of the personnel on site. There will be a \$25 fee for all badges that are not returned upon completion of the Project. Exception: Badges will not be required for Contractors working in fully contained sites that do not have access to any campus building.

ARTICLE 56 – MISCELLANEOUS PROVISIONS

56.1 Contractor certifies by its signature to the Agreement between Morehead State University and Contractor that it (“It” is construed to mean “They” if more than one person is involved; and, if a firm, partnership, corporation, business trust, or other organization is involved, then “It” is construed to mean any person with an interest therein) is legally entitled to enter into contracts with Owner, and that by holding and performing this contract it will not be violating either any conflict of interest statute, (KRS 45A.330-45A.990), KRS 164.390, any statutory Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle, and will not realize any unlawful benefit or gain directly or indirectly from it.

56.2 Contractor agrees that Owner, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall 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. Furthermore, any books, documents, papers, records, or other evidence provided to Owner, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public

disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed by Owner's General Counsel as meeting the provisions of KRS 61.878 prior to the execution of the contract. The General Counsel shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.

56.3 Contractor hereby certifies that it is not disqualified from entering into the Agreement between Morehead State University and Contractor pursuant to the provisions of KRS 121.056(2), which provides that no person who has contributed more than the legal maximum established by KRS 121.150 in any one (1) election to a slate of candidates for governor and lieutenant governor that is elected to office or any entity in which such person has a substantial interest shall have any contract with the Commonwealth of Kentucky during the term of office following the campaign in which the contributions have been made. Substantial interest means the person making the contribution owns or controls ten percent (10%) or more of the entity or a member of the person's immediate family owns or controls ten percent (10%) or more of the entity or the person and his immediate family together own or control ten percent (10%) or more of the entity. The individual executing the Agreement between Morehead State University and Contractor further swears under penalty of perjury that neither he/she nor the company he/she represents has knowingly violated any provisions of the campaign laws of the Commonwealth, and that the award of this contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

56.4 Pursuant to KRS 45A.485, Contractor shall reveal any final determination of a violation by Contractor within the previous five (5) year period pursuant to KRS 136, 139, 141, 337, 338, 341, and 342, pertaining to revenue, taxation, labor, and human rights, that apply to Contractor; and shall be in continuous compliance with those provisions for the duration of the contract. Each Subcontractor also is required to report any such violations and to be in continuous compliance with the aforesaid provisions. Contractor will include this requirement in each contract with each subcontractor. Each subcontractor is required to report such violations to the Contractor who will report them to the Owner.

56.5.1 OWNER MAY REQUIRE A STATE AND NATIONAL CRIMINAL HISTORY BACKGROUND CHECK OF THE CONTRACTOR AND/OR ANY SUBCONTRACTOR, AND/OR THE EMPLOYEES OF THE CONTRACTOR AND/OR ANY SUBCONTRACTOR AT THE EXPENSE OF THE CONTRACTOR AND/OR SUBCONTRACTOR.

56.5.2 The results of any such background check will be made known to Owner. If, upon review of the results of the criminal history background check, Morehead State University finds that the contractor, subcontractor, or any employee of a contractor or subcontractor, has been convicted of, pled guilty to, or entered an Alford plea to a sex crime as specified in KRS 17.500 or a violent offense as specified in KRS 439.3401, it may deny the contractor, subcontractor, or the employee of a contractor or subcontractor permission to enter any grounds or facilities of Owner on which Work is performed or require appropriate supervision thereof.

56.6 The Morehead State University **Ethical Principles and Code of Conduct** ("Statement"), found on the Human Resources website at <https://www.moreheadstate.edu/administration/human-resources> prohibits Owner's employees from having an interest in contracts related to the building of certain facilities. The parties agree the provisions of the Statement are applicable. The prohibited interest may arise from an employee's direct contractual relationship hereunder with Morehead State University or indirectly through any business in which the employee has an ownership interest or is employed, or by the employee performing work for or supplying goods to the Contractor. An employee acting as or performing work for a subcontractor at any level in connection with this Contract has an interest in this Contract. The Contractor must inform Owner if it is aware that an employee of Owner has an interest in this Contract. In the event an employee of Owner has an interest in this Contract, this

Contract is voidable unless approved as provided in the Statement. Owner may terminate the Contract, without liability to the Contractor, unless such approval occurs.

56.7 Pursuant to KRS 45A.525, Contractor shall, to the extent possible, use goods, supplies, equipment, materials and printing necessary to fulfill the contract which meets the requirements for recycled material content

**MOREHEAD STATE UNIVERSITY
MOREHEAD, KY**

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SPECIAL CONDITIONS

1. SCOPE

These Conditions shall apply to all Contract Documents.

2. GENERAL

- A. These Specifications and Drawings accompanying the Invitation to Bid describe the work to be done and the materials to be furnished for the Science & Engineering Building Project, at Morehead State University, Morehead, Kentucky.
- B. Site Visit: Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination has been made. Claims related to “Concealed Conditions” are governed by the General Conditions.
- C. It is contemplated that Contracts will be awarded as soon as possible after submission of bids. After award, submit materials lists for approval. Work must begin on the Date of Issuance specified by the Written Purchase Order from the Owner. Upon approval, place orders for primary materials so that no delay will be caused by failure to have these materials at job site on schedule.
- D. All work shall be performed in such a manner so as not to interfere with normal operations of the Campus any more than necessary. Consult with the Project Engineer for the proper procedure to be followed in performing work so that there will be no delay in progress of projects.

3. DIVISION OF SPECIFICATIONS

Division of Specifications into sections is done for convenience of reference and is not intended to control Contractor in dividing work among Subcontractors or to limit scope of work performed by any trade under any given section. The General Contractor shall have full responsibility for the complete construction of this Project and hereinafter throughout the specifications shall be called the Contractor.

4. TIME FOR COMPLETION

The Contractor must begin Work on the Date of Issuance specified by the Written Purchase Order from the Owner. Substantial Completion of Science & Engineering Building Project shall be on or before October 5, 2026 with Final Completion being on or before November 5, 2026.

The time for completion is subject to conditions in Article 21, Delays and Extensions of Time of the General Conditions.

5. LIQUIDATED DAMAGES

Liquidated damages shall be subject to the terms of Article 29 of the General Conditions and, as more specifically, described as follows:

If the Work is not substantially complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one-thousand dollars (\$1,000.00) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one-thousand dollars (\$1,000.00) for every day after the date for final completion until construction is in fact finally complete. In no event shall liquidated damages for delay in final completion be due before the date required for final completion in Article No. 4 of these Special Conditions. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

6. CONDUCT OF PERSONNEL EMPLOYED ON THIS PROJECT

In addition to other provisions in the Contract Documents, Construction workers employed on this project are under no circumstances to enter or use facilities of existing buildings without definite and written permission by Institution Authorities. Consumption of alcohol on the job by any worker is strictly prohibited. Any personnel apprehended under influence of alcohol on premises at any time, or anyone entering existing building without permission, will be subject to dismissal by Contractor. Contractor shall post necessary signs and enforce "No Drinking" law as outlined in the Kentucky Revised Statutes.

Contractor's workers will not engage with the student population verbally or otherwise.

7. STORAGE OF MATERIALS

The Contractor shall be responsible for proper and adequate storage of materials within contract limits.

8. TEMPORARY FIELD OFFICE

The Contractor will be required to provide and maintain a temporary field office at the site during the construction of the project for the use of construction personnel. The temporary field office shall be sized to accommodate the needs of the Contractor and an area to conduct the monthly progress meetings (provide seating for 12 – 15 minimum). The Contractor trailer shall be provided with phone and fax at a minimum.

In addition, the Contractor shall provide a separate construction trailer for the on-site staff of Facilities Design and Construction. The size of the trailer shall be capable of accommodating one (1) office area (10' X 12" minimum), an area for drawing layout and

review and an area for CCA construction documents storage. The trailer shall be provided with adequate lighting, power, heating and air conditioning as deemed appropriate by the Owner. The Contractor shall provide wiring and connections for two (2) telephone lines (voice and fax) and one (1) Internet connection. The Contractor will be responsible for the telephone monthly bills as well as the monthly internet charges. The Contractor shall also provide a standard size office desk, desk chair, two (2) guest chairs, telephone and a printer/scanner copier/fax similar to model HP Office Jet K80Xi for use by MSU staff on-site.

The Contractor shall maintain all trailers in good condition and repair at all times as deemed appropriate by the Owner. All utility charges will be the responsibility of the Owner.

9. TEMPORARY SIGNS

Signs of advertisement: Not to be displayed without approval.

10. CONFLICTS

It is intended that the completed work be a fully functional facility in all respects. In the event of conflicts or discrepancies among, or between, the Contract Documents, interpretations will be based on the following order of priorities:

1. Addenda, with those of later date having precedence over those of earlier date.
2. The Special Conditions.
3. The General Conditions of the Contract for Construction.
4. Technical Specifications.
5. Drawings.

In the case of an inconsistency between any of the Contract Documents, or within any Contract Documents not clarified by addendum, the better quality, and/or greater quantity, of Work shall be provided in accordance with the Architect's interpretation as approved by the Owner.

11. INTERPRETATIONS

Contractor is hereby put on notice that it is in his contractual obligation to adjust differences between his subcontractors. Attempts to have Morehead State University settle disputes between Contractor and Subcontractors will not be given consideration.

12. CHANGE ORDERS

Change Orders which may be issued subsequent to Contract Documents are subject to written approval by the Owner's Representative project manager and the Chief Facilities & Operations Officer for Morehead State University.

13. BARRICADES

The Contractor and all Subcontractors shall be required to comply strictly with all codes, provisions and regulations with respect to the erection and maintenance of all necessary barricades, lights, etc.

14. ACCESS TO SITE

The entrance to the construction site for all contractors shall be by means approved by the Chief Facilities & Operations Officer. The drawings indicate the areas designated as contractor access points. No other access points will be permitted without the approval of the Owner. The Contractor shall be responsible for any and all damage to the entire satisfaction of the Consultant.

15. WORKER'S PARKING & SITE ACCESS

On-site parking will be available for contractor personnel within the construction work limits as designated by the Owner. All other contractor personnel parking will be accommodated within off-site areas as designated by the Owner. Contractor parking at any other Campus parking areas will not be permitted. All parking fines levied by University Police will be the responsibility of the Contractor. Contractor parking in areas designated as a Fire Zone is strictly prohibited and vehicles will be subject to tow at Contractor expense.

Contractors shall be required to register all vehicles through the MSU Parking Office. Visit their website at <https://www.moreheadstate.edu/parking> and click on the Vehicle Registration or call 606-783-2035. Some fees may apply. This applies to all subcontractors, manufacturers, and material suppliers using a parking space on campus.

Construction access to the site must be via the following route – with no exceptions:

US Highway 60 to University Boulevard, then left on Mainstreet, then right on Elizabeth Avenue, then left onto site.

Construction materials delivery will not be permitted on any state, city or university streets other than those noted without written approval from the Chief Facilities & Operations Officer.

16. EXISTING UTILITIES

- A. Existing utilities where shown on drawings, are located as accurately as possible from available information, however, it shall be the Contractor's responsibility to verify exact locations and elevations where required to complete the Work without damaging existing interior or exterior utilities or underground piping.
- B. Digging near existing utilities shall be done by hand in order to avoid damage to utilities.

17. TEMPORARY UTILITIES

Electric power for all purposes will be available to the Contractor and Subcontractors. It shall be the responsibility of the Contractor to make arrangements for tying into the available power source. It will further be the Contractor's responsibility to pay all cost involved including cost of power, equipment, meters, and any other item required.

Contractor is responsible for extension cords, hoses, etc.

18. PLAN OF OPERATION

The Contractor will comply with the provisions of Article 32 of the General Conditions of the Contract for Construction.

19. CODES AND ORDINANCES

- A. All branches of the Work, whether specifically mentioned or not, shall be executed in strict compliance with all national, state, and local codes when same have application.
- B. All Bidders must be qualified, and meet all requirements provided and/or required under any local and/or state statute, code ordinances, or rule governing the performance of the type work for which it submits bid, and be able to submit bid, and be able to submit proof thereof upon request.

20. DEFINITIONS

In addition to Paragraph 1 of the General Conditions, the following shall apply,

- A. The term "Architect" or "Architect/Engineer" or "Engineer" or "Consultant" or "Project Engineer" as used throughout the specifications and Contract Documents means representatives of the Owner.
- B. The term "Owner" means Morehead State University.

21. CERTIFICATES

- A. Plumbing: When applicable, the Contractor shall furnish the Agency with a Certificate of inspection and approval from the Kentucky State Department of Health. The Contractor SHALL be responsible for arranging for necessary permit from State Division of Plumbing through local Health Department plumbing inspector.
- B. HVAC: When applicable, the Contractor shall arrange for HVAC inspections during and upon final completion of the Work of this Contract.

- C. Electrical: When applicable, the Contractor shall arrange for electrical inspections before Substantial Completion of the Work of this Contract.
- D. Boiler: When applicable, the Contractor shall arrange for boiler inspections before Substantial Completion of the Work for this Contract.
- E. Elevator: When applicable, the Contractor shall arrange for elevator inspections before Substantial Completion for this Contract.

Note: All associated inspection fees shall be the responsibility of the Contractor.

22. RESTROOM FACILITIES

Contractor shall provide adequate temporary restroom facilities and safe drinking water for construction personnel as required.

23. PRECONSTRUCTION CONFERENCE

Before any work is started, there shall be a Pre-construction Conference attended by all representatives of the Contractor, all Subcontractors, Owner, and Consultant. The Consultant will notify all parties of the time, date and location.

24. TEMPORARY WEATHER AND SAFETY ENCLOSURES

Safety enclosures shall be erected as needed to protect personnel using egress ways and corridors from work being performed. Enclosures shall be erected in a safe, suitable manner of appropriate materials, maintained in good repair, and removed when no longer needed. Protect adjacent work from damage as necessary.

25. TEMPORARY WORK

All required temporary work shall be provided for the safe and proper performance of the Contract Work. The Contractor shall be responsible for the adequate design and construction of all form work, falsework, underpinning, steel work, scaffolding, stairs, and any other temporary work, collectively referred to in this paragraph as “temporary work”, used in the construction of the Contract Work. The Contractor shall certify to the Owner that the design and erection drawings for all such temporary work have been checked and approved as adequate by a professional engineer licensed in the State of Kentucky who has had at least 5 years of experience as a structural engineer, and that the temporary work has been constructed in conformance with the design which was checked and approved by said professional engineer. The Contractor and the professional engineer retained by the Contractor to approve the design and the erection drawings for such temporary work erected during the course of the Work shall be responsible for the proper design, construction, dismantling, and removal of such temporary work.

26. SECURITY

- 26.1 The Contractors and Subcontractors are responsible for the security of their own materials, tools and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment.
- 26.2 Any contractor having a field office or job trailer shall provide a key to the Owner's Representative, only to be used in the case of a fire or security emergency.

27. PROGRESS MEETINGS

With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, meetings may be called which shall be attended by representatives of (a) Owner, (b) Facilities Management, (c) the Consultant, (d) the Contractor, and (e) all Subcontractors. A location will be designated where such meetings will be held. The frequency of meeting shall be at the discretion of the Consultant and Owner but in no case less than 1 per month. The Consultant will be responsible for meeting notes and distribution within two (2) weeks of the meeting date.

28. INSTALLATION MEETINGS

- 28.1 Concealed Work: Prior to concealing any Work it must be reviewed by the Consultant or its representative.
 - A. Prior to concealing electrical work it must be reviewed by the Architect's Electrical Engineer, and Housing Buildings and Construction Electrical Inspector.
 - B. Prior to concealing any piping it must be reviewed by the Consultant or its authorized representative.
 - C. Contractor shall notify Department of Housing Buildings and Construction Building Inspector as required prior to completion of concealed construction.
- 28.2 Advance Notice of Inspection:
 - A. The Consultant and Facilities Management shall be given in writing seven days advance notice by the Contractor when the above meetings are expected and Contractor shall advise same verbally 2 days prior to the meeting of the status of the inspection.

29. TRAINING/INSTRUCTION

- 29.1 General Operating/Maintenance Instruction: Arrange for each installer of Work requiring continuing maintenance or operation, to meet with the Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire Work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, clearing and similar procedures

and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable Warranties, Agreements to Maintain, Bonds, and similar continuing commitments.

29.1.1 Upon completion of required training as described in Section 29.1 above, contractor / installer is to document specifically operation and maintenance procedures reviewed during the training and have each participant sign / date a record of understanding indicating which organization they represent.

29.2 Safety/OSHA Instruction: Contractor shall submit a Written Safety Plan for this Contract that includes plans/procedures for all facets of Work. All training records for Contractor and Subcontractor personnel shall be submitted for general construction safety requirements as well any task specific work being completed under this Contract. Contractor shall name a specific individual who is responsible for safety for the Project. Contractor must show that its safety programs are OSHA compliant.

29.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS - REQUIRED

- a. Engage a qualified videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
- b. Contractor shall furnish to the Owner a professional quality video and audio recording of the training. Owner may select portions of the training to be recorded.
- c. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
- d. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
- e. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- f. Furnish additional portable lighting as required.
- g. Narration: Describe scenes on video recording by either audio narration by microphone while video recording is recorded or by dubbing audio narration off-site after the recording. Include description of items being viewed

30. FIRE TRUCK ACCESS

Access to the building site and to surrounding buildings must be maintained during construction for local fire truck access. Phase construction as required to maintain access to new, existing, or temporarily relocated standpipe, fire hydrant connections, the requirements of Chapter 9, 32, and 33 (among others) of the KBC, and fire alarm enunciator panels. Coordinate with the local fire department that would respond to an alarm during the initial start-up of construction to ensure a complete understanding of their requirements.

31. FIRE PROTECTION DURING CONSTRUCTION

All Contractors shall maintain fire protection as required by the Kentucky Building Code. If the Contractor utilizes the Owner's portable fire extinguishers during the contract period, then the Contractor is responsible for servicing the extinguishers utilized. Contractors are responsible for training their employees in using fire-fighting equipment. On renovation projects where a building, wing, or floor is turned over to the Contractor, then the Contractor will be responsible for maintaining all existing Fire Protection Equipment and must replace any fire protection equipment damaged, lost, or misplaced during the contract period.

32. SMOKE DETECTORS/FIRE ALARM SYSTEMS – EXISTING AND/OR NEW FACILITIES

Protect all smoke detectors in work areas to prevent false alarms. The Contractor shall be responsible for any false alarm caused by dust created in work areas or dust traveling to areas beyond the Work, past inadequate protection barriers. 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, approval must be obtained from the Owner's Representative and notification given to the proper authorities and monitoring service. The Contractor must follow the Morehead State University Fire Watch Procedures available from Owner's Office of Environmental Health and Safety, and the Contractor will pay any penalty charged by the responding fire department due to a false alarm. As soon as all Work is completed notification must be given to the Owner's Representative and to the monitoring service prior to reactivation of the system. Prior to Substantial Completion all protected smoke detectors will be uncovered and tested.

NOTE: If the Contractor is deemed responsible, a penalty of \$500 per false alarm occurrence will be assessed and deducted from the final Contract Payment.

33. ADMINISTRATIVE/SUPERVISORY PERSONNEL

33.1 The Contractor shall maintain a competent Job Superintendent who is available to the Project at all times during the workday. Said Superintendent shall have authority to act in the Contractor's behalf with regard to all aspects of performance of the Contract, and represent the Contractor at all Job and Safety Meetings.

A. The proposed Superintendent must have successfully completed four projects (or have three years prior experience) as a construction Superintendent on projects similar to or more complicated than Work under the Contract.

- 33.2 Within 48 hours of the close of the official reading of bids, the Contractor must submit a listing of such projects managed by the proposed Superintendent, including the following information:
- A. Name of Project.
 - B. The Project Construction Cost.
 - C. The size and scope of the Project.
 - D. The name, title, and telephone number of a representative of the owner on each listed project. The named representative must be able to affirm the project scope, and verify that the project was successfully completed without adversely affecting the 24-hour occupancy of the facility.
- 33.3 Acceptance of the proposed Superintendent shall be dependent upon verification of the above information.
- 33.4 The Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work, of the Project.
- 33.5 Immediately after award of Contract, each Contractor shall submit a listing of Contractor's principal staff assignments and consultants, naming persons, and listing their addresses and telephone numbers.
- 33.6 Contractors failure to maintain a Job Superintendent on the job site at all times while Work or interfacing Work is being performed may result in all Work and interfacing Work being suspended at no expense or time delay to the Owner.
34. BUILDER'S RISK INSURANCE

Builders Risk Insurance will be required on this project according to the requirements of the General Conditions.

35. PROGRESS PAYMENTS

Contractor Applications for Payment must be submitted to the Consultant by the date of the monthly progress meeting to allow sufficient review time by the Consultant and the Owner. Applications must be correct in form and content, notarized, with the proper number of copies, correct billing amounts and free from mathematical and other errors. Applications that are not in compliance with the requirements stated will be rejected and cannot be re-submitted until the next billing cycle period (next monthly progress meeting). MSU standard contracts require the use of AIA Application for payment and AIA Release of lien monthly. In addition an approved updated (monthly) construction schedule and schedule of values must be on file prior to the monthly application for payment.

36. DOCUMENTS REQUIRED FOR SUBSTANTIAL AND FINAL COMPLETION

36.1 The Contractor shall be required to provide the following documents in connection with Substantial Completion and final completion. The list of documents is a guide for the Contractor to follow and is not intended to be all inclusive to all projects. It is the sole responsibility of the Contractor to provide all necessary documents and any documents requested by Owner whether listed below or not.

Substantial Completion

1. Substantial Completion Certificate From Architect
2. Sample Warranty of Workmanship and Materials
3. Temporary or Final Plumbing Certificate
4. Temporary or Final HVAC Certificate
5. Temporary or Final Electrical Certificate
6. Temporary or Final Boiler Certificate
7. Temporary or Final Elevator Certificate
8. Record of Completion for Fire Alarms
9. Above and Below Ground Sprinkler System Completion Test
10. HVAC Test and Balance Reports
11. Temporary Certificate of Occupancy
12. Building Stock Materials
13. O&M Manuals
14. Record(s) of Understanding for O&M Training
15. As Built Drawings
16. Asset Forms (attached below)
17. Warranties and Bonds

Final

1. Final Waiver of Lien
2. Consent of Surety to Final Payment
3. Warranty of Workmanship and Materials
4. Final Plumbing Certificate
5. Final HVAC Certificate
6. Final Electrical Certificate
7. Final Boiler Certificate
8. Final Elevator Certificate
9. Final HVAC Test and Balance Reports
10. Final Certificate of Occupancy
11. As Built Drawings
12. Final Payment Application pursuant to General Conditions
13. All items from Substantial Completion

36.2 Asset Equipment Information – Consistent with the above, the Contractor shall supply to the Owner detailed equipment information as indicated on the attached form below. All equipment removed, supplied and/or installed under the Contract that requires routine or annual maintenance shall be included in this detailed

information. In addition, the Contractor shall detail all relevant functional relationships between equipment to establish association (i.e. supply-fan serving an air handler). Equipment such as, but not limited to pumps, fans, air handlers, boilers, elevator, generator, switchgear, chillers, VFD's, fan-coil units, computer room AC units, control instrumentation such as air flow meters and CO2 sensors, general HVAC equipment, water heaters, air compressors, vacuum pumps, water softeners, etc. shall be included. Building components such as roofs shall also have detailed information supplied. This form shall be duplicated so that only one piece of equipment is listed on each form. An electronic copy of the form may be requested from the owner.

- 36.3 Lost Keys – For construction keys, the Contractor will be charged a minimum charge of \$100.00 per lost key. For other university identified keys, the Contractor will be charged \$100 per key multiplied by the number of doors on campus that work from the lost key.
- 36.4 Contractor/Vendor Identification Badges – Contractors that will be working in a building that is student occupied on a daily basis will be issued an identification badge. This badge is to be worn at all times where it is visible. The Contractor will need to record their employee's name and the assigned badge number with the office of Facilities Management. All badges will be returned at the completion of the Project. There will be a \$25.00 charge for each missing, badly damaged, or unusable identification badge.

37. CONTRACTOR SELF-PERFORMANCE OF THE WORK

The CM/GC shall not self-perform work on this project.

38. CONSTRUCTION PHOTO DOCUMENTATION

Contractor shall provide digital daily construction site, progress photos and a daily activity - progress report. Photos along with a daily activity - progress report shall be emailed daily to MSU project manager by the construction superintendent.

The Contractor shall provide photo documentation services on the project per the following requirements. This service is based upon service by Multivista or approved equal.

38.1 Project Documentation (photo sets)

- A. Progression Sets
1. Exterior Progression Shoots: Monthly Exterior Progression Shoots of Building/Site.
 2. Interior Progression Shoots: Monthly Interior Progressions Shoots per floor to begin at time of substantial framing or as directed by Owner.
- B. Detailed Sets (Contractor shall be responsible for proper scheduling of services):

1. Interior MEP Exact-Built™: Detailed interior exact built of all mechanical, electrical and plumbing systems, to be conducted after rough-ins are complete, just prior to insulation or drywall, or as directed by Owner.
2. Interior Finished Conditions: Finished interior photographs of all areas capturing walls, ceilings, floors within a photo using wide angle photography.
3. Pre-Slab Exact-Built™: Detailed exact-builts of pre-slab just prior to placing concrete or as directed by Owner.

C. Slideshows:

1. Miscellaneous Photos Sets (Contractor shall be responsible for proper scheduling of services). Provide dated and labeled photo sets during scheduled visits by the photographer with a minimum as set forth above. Allow for the inclusion of timely images which do not fit into any regular monthly photo path/. Scope shall include customizable sections for third party (i.e., Aerial Photographer) or Owner and superintendent photograph collections. These will be dated and labeled per instruction of the respective party.

38.2 Complete Documentation Services:

- A. In addition to the foregoing, all documentation packages shall include:
- a. Pre-documentation consultation(s) with the Owner identifying project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised proposal or addendum will be executed, with a revised fee, prior to documentation commencement.
 - b. Baseline schedule analysis in order to evaluate and estimate appropriate photo set intervals and durations.
 - c. Determination of optimal photograph locations/perspectives (“hotspots”) based on the site plans and building floor plans provided by the Contractor or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
 - d. A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Owner and set forth in Section 1.1, above.
 - e. Linking each photo set to the appropriate location on the site plans and/or floor plans of the Contractor.
 - f. On-line web hosting of the documentation on the Document Providers website for the construction period covered by the documentation, accessible from anywhere internet is accessible.
 - g. Password protected access to the documentation.
 - h. Two CD or DVD ROM copies and two hard paper copies of the entire Documentation upon completion including O & M manuals.

**END OF SPECIAL CONDITIONS
(ASSET FORM NEXT PAGE)**

Facilities Management New Asset Form:

FDC Project Number:

Asset Location:

Building:

Room Number (if inside):

Location (if in unmarked interior area, outside building, or on roof):

Locations serviced by new equipment:

Asset Information:

Description of the Asset:

Manufacturer:

Model Number:

Serial Number:

Is the asset a building component (ex. roof) or an attached piece of equipment (ex. fan) :

Building / Equipment

Subject to lock out / tag out: Yes / No

Consumables needed to operate asset (ex. diesel fuel):

Relevant Functional Relationships:

Warranty Information:

Warranty Start Date:

Warranty Length:

As well as the form above, please send any manuals, parts lists, documents, warranty certificates, and pictures of the asset as well as a picture of the model/serial number plate to the Facilities Design and Construction Project Manager assigned to your project. All photos should be in JPEG format, and all scanned documents should be in PDF format.

IF THIS REPLACED ANOTHER PIECE OF EQUIPMENT, PLEASE FILL OUT BELOW

Description of the prior Asset:

Previous Manufacturer:

Previous Model:

Previous Serial Number:

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AGREEMENT BETWEEN
MOREHEAD STATE UNIVERSITY
AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR

THIS AGREEMENT (Agreement), made as of the ____ day of _____, 2023 by and between _____, _____, (____) _____ phone, (“CM/GC”), and the MOREHEAD STATE UNIVERSITY, (“Owner”), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

The Contractor shall furnish all of the materials and perform all the Work as described in the Contract Documents for: Science & Engineering Building Project.

MSU PROJECT #23-011 which Contract Documents are incorporated in and made a part thereof.

ARTICLE No. 2 TIME OF COMPLETION:

The CM/GC must begin Pre-Construction Services Work on the Date of Issuance specified by the Written Purchase Order from the Owner and is anticipated to be on or before January 5, 2024. The CM/GC must begin Construction Services Work on the Date of University Notice to Proceed based on GMP and is anticipated to be on or before September 5, 2024. Substantial Completion of the Science & Engineering Building Project – shall be on or before September 5, 2026 with Final Completion on or before November 5, 2026.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this Agreement and that the Owner, the Morehead State University, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Agreement that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of One-thousand dollars (\$1,000) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of One-thousand dollars (\$1,000) for every day after the date for final completion until construction is in fact finally complete. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 2 of this Agreement. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages. The Owner may withhold such liquidated damages from any funds owed but not paid.

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

ARTICLE No. 4 THE CONTRACT AMOUNT:

The Guaranteed Maximum Price (GMP) shall consists of all the construction costs including pre-construction services, construction management services , all subcontract amounts and bonding and insurance as defined in the contract documents. The GMP is subject to additions and deductions for Change Orders which are made in accordance with the Contract Documents. The Owner shall pay the CM/GC as full consideration for the CM/GC's satisfactory performance of the Contract obligations the sum of _____ dollars and _____ cents (\$ _____).

ARTICLE No. 5 PROPOSED PAYMENTS:

The Owner shall make periodic partial payments in accordance with the General Conditions for Work satisfactorily completed and for materials suitably stored as estimated by the Consultant, less retainage and the aggregate of previous payments.

ARTICLE No. 6 ACCEPTANCE AND FINAL PAYMENT:

When all Work is complete and acceptable to the Owner, the Contract is fully performed, and the Certificate of Final Completion has been issued, the Contractor will be directed to submit a final payment application for certification. Final payment will be made within forty-five (45) days of submission of a final pay application along with the documents designated in the Contract Documents.

The Contractor shall submit in connection with its request for final payment an affidavit that all payrolls, material bills and other indebtedness connected with the Work have been paid or that provisions for the satisfaction thereof have been made, and such other documents as may be required by the Contract Documents.

ARTICLE No. 7 THE CONTRACT DOCUMENTS:

The Contract Documents consist of this Agreement, all Addenda, the Contractor's Form of Proposal, the General Conditions, the Special Conditions, the Contractor's Bonds, the Specifications, the Purchase Order, and the 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 hereof by reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following: TBD

Specifications: TBD

Drawings: TBD

ARTICLE No. 8 CONTRACT ADJUSTMENTS:

The Owner, without invalidating this Agreement may make adjustments to the Work as provided by the Contract Documents, and may order extra Work or make changes by altering, adding to or deducting from the Work. All such Work shall be executed and paid for in accordance with the General Conditions of the Contract.

ARTICLE No. 9 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work.

ARTICLE No. 10 OWNER’S RIGHT TO TERMINATE CONTRACT:

This Agreement may be terminated for the convenience of the Owner or for default or as otherwise provided for by the General Conditions.

IN WITNESS WHEREOF this Agreement is executed in three (3) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, as of the date and year first herein before written.

WITNESS:

CONTRACTOR:

Witness Signature

BY: _____
Signature

Print Name/Title

Print Name/Title

Morehead State University

Morehead State University

Approval Recommended

By: _____
Vice President for Fiscal Services

By: _____
Chief Facilities & Operations Officer

Approved for Legality and Form:

By: _____
President

By: _____
MSU General Counsel

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University of Kentucky
Procurement Services

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
F: 859-257-1951
www.uky.edu

January 11, 2024

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

Re: Request for Proposal – UK-2615.24 Expand Patient Care Facility

This letter is to inform you that we intend to utilize the Construction Manager General Contractor (“CMGC”) project delivery method for the *2615.0 Expand Patient Care Facility* 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

Barry Swanson (Jan 11, 2024 09:21 EST)

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

Cc: Kevin Locke
CPMD Business Office



University of
Kentucky[®]
Procurement Services

Request for Proposal

UK-2615.0-1-24

Proposal Due Date - 02/14/2024

Construction Management Services for
Construct / Improve Medical / Administrative Facility 3
(Expand Patient Care Facility – Design Phase)
Project No. 2615.0



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2615.0-1-24	RETURN ORIGINAL COPY OF PROPOSAL TO:	
Issue Date: 1/4/2024	UNIVERSITY OF KENTUCKY	
Title: Expand Patient Care Facility – Design Phase	PROCUREMENT SERVICES	
Purchasing Officer: Corey W. Leslie	411 S LIMESTONE	
	ROOM 322 PETERSON SERVICE BLDG.	
	LEXINGTON, KY 40506-0005	
contact: cckbidquestions@uky.edu		

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 02/14/2024 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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Attachment D – DBE Participation Goals

Attachment E – Project Milestones

Attachment F – Fire Alarm Out of Service, Tree Protection Standards, COVID Protocol

Attachment G – Medical Center Project Manual

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 will provide assistance and advice and will provide management services to the Owner and design consultants to assure the project is completed within a defined budget, program and schedule. The Construction Manager will participate in quality control during design and construction.

The total scope of this project is currently **\$2,300,000,000** with a total maximum construction budget of approximately **\$1,750,000,000**, 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 Scope of Services is further defined in Section 7.0 of this Request for Proposal (RFP).

2.2 Background Information

This DESIGN ONLY project will initiate the design phase of an expansion of the Chandler Patient Care facility (Pavilion A) to accommodate additional inpatient beds and clinical support services at the Chandler campus.

General services targeted for this location include but are not limited to, adult and pediatric inpatient rooms, observation spaces, operating rooms, minor procedures, diagnostic services, imaging services, pharmacy, retail, lab, administration, support, and meeting spaces. This expansion will be sized for approximately 700 inpatient beds and is anticipated to encompass approximately 1,700,000 GSF. The programming effort will help define the quantity of beds which will be opened initially versus shelved space for future buildout. The programming effort will also help define the clinical services to be included in this new expansion. The scope of work for the design phase will include planning the site, detailed programming services, schematic design through construction documentation phases, and budget estimates for all phases. Additional Board of Trustees approval will be required to initiate the bidding and construction phases.

Site planning will encompass an area as indicated in figure 1 below. Site planning will determine optimum layout for multiple facilities on the site including phased expansion, structured parking, and additional utility infrastructure and services.

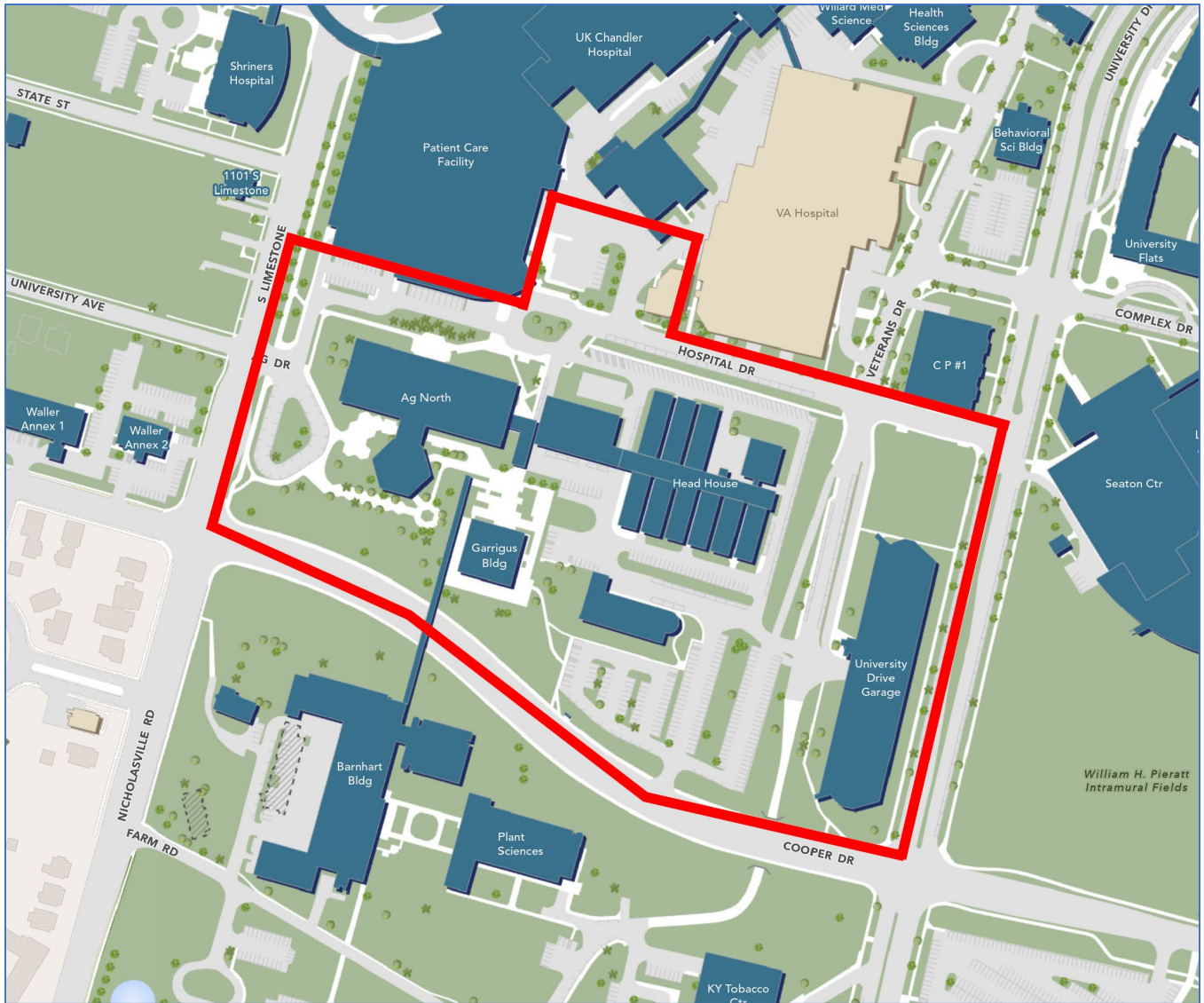


Figure 1

2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set 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 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 help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

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 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 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; Honors; 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. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

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 designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a 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 29 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. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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 the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

2.4 Sustainability

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

Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.5 Supplier Diversity and Procurement

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

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

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

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

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

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	01/04/2024
Pre-Proposal Conference (Optional)	1/24/2024 at 10:00AM Lexington, KY Time
Pre-Proposal Zoom Link	https://uky.zoom.us/j/83211346864
Deadline for Written Questions	01/31/2024 at 3:00PM Lexington, KY Time
RFP Proposals Due	02/14/2024 at 3:00PM Lexington, KY Time
Offeror Presentations*	03/07/2024
Contract Award*	03/31/2024

*projected dates

3.2 Offeror Communication

All communications with the University regarding this RFP shall only be directed to University of Kentucky Procurement Services at email address: cckbidquestions@uky.edu

All addenda and updates will be communicated through the University of Kentucky's Bid and Proposal Opportunities page and the Lynn Imaging Planroom. www.ukplanroom.com

3.3 Pre-Proposal Conference

A pre-proposal conference will be held virtually on 01/24/2024 at 10:00 a.m. Lexington KY time to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

Meeting URL: <https://uky.zoom.us/j/83211346864>

Meeting ID: 832 1134 6864

Dial In: +1 309 205 3325

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

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

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

3.6 Proposed Deviations from the RFP

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

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

3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** One (1) copy on electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), One (1) printed original, and six (6) printed copies.

The University strongly encourages Offerors to identify the original Technical proposal as the "Purchasing Copy" by label, stamp, or other conspicuous means. Should any deviations

between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.

- **Financial Proposal:** Is discussed in sections 4.7 (Financial Proposal) and 5 (Evaluation Criteria Process)

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.

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

Please note: the University of Kentucky mail services accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received at the bid desk by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.

- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

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

3.20 Proposal Addenda and Rules for Withdrawal

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

3.21 Requirement To Perform Vendor Onboarding and Registration

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

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

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

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

4.4 Executive Summary and Proposal Overview

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

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

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

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

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 should describe and offer evidence of their ability to meet each of the qualifications listed below.

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

- a) Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, and the ownership.
- b) Provide an executive summary profile of your firm indicating the total annual volume of work; an overview of the firm's resources; the approximate percentage of University related work versus other project types; a breakdown of your firm's 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 the 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) Describe any incident in which another party has terminated a contract with your firm for reasons other than convenience within the last five (5) years.
- e) Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.
- f) Provide your firm's Experience Modification Rate (EMR)

4.6 Criteria 2 – Services Defined

Describe your understanding of the services requested in the RFP and contract documents.

- a. 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.
- b. Explain how your firm/team approaches budgeting and budget maintenance to ensure successful completion within budget.
- c. Provide an organization chart for the proposed project team, the resumes of key team members, and brief description of roles and responsibilities.
- d. Provide a detailed staffing chart for each phase of construction, indicating the on-site staffing recommended to provide effective construction management services for this project. Include a staffing matrix to indicate the percentage of each staff member's time to be dedicated to this project for the predesign and construction phases and also indicate which staff members will be onsite full time.
- e. Describe your firm's strategy to promote local trade, contractor, and vendor participation in this project.

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Explain how your firm/team approaches scheduling and schedule maintenance to ensure successful on time completion of the design and construction phases.
- b) Provide example schedules that your firm has used for projects of this size and complexity.

4.9 Criteria 5 – Constructability and Interdisciplinary QA/QC 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.

4.10 Criteria 6 – Other Additional Information

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

Offeror 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.

5.0 EVALUATION CRITERIA PROCESS

Phase 1: Technical Proposals

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

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

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

Criteria Description	Phase 1 Criteria Weight
Project Team Qualifications	25
Services Defined	20
Qualifications – Firm	20
Scheduling Ability	15
Constructability and Interdisciplinary Coordination Review	15
Other Additional Information	5

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

Rank	Phase 1 Score
First	100
Second	90
Third	80
Fourth and below	70

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

Phase 2: Finalist Presentations and Non-Price Total Score

Evaluation Process and Scoring

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

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

Phase 2, Step 1: Finalist Presentations Scoring

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

Rank	Phase 1 Score
First	100
Second	75
Third	50
Fourth and below	0

Phase 2, Step 2: Non-Price Total Score

The Non-Price Total Score is calculated by adding the Phase 1 score and Phase 2, Step 1 Score. The maximum Non-Price Total Score is 200. The committee may eliminate a finalist from further consideration based on the presentation. In that event the Purchasing Officer will destroy the candidate firm's financial offer unopened.

Phase 3: Financial Proposal Score

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

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

Best and Final Offer (BAFO):

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

Basis of Award: Offeror's Total Score

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

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

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

6.0 SPECIAL CONDITIONS

See Attachment C- Special Conditions

6.1 Contract Term

The successful Construction Manager will be awarded a contract with the University of Kentucky and issued a limited notice to proceed with the design, bid, award (preconstruction) phases of the project. Subject to continuing University need and adequate funding, upon the successful performance of preconstruction services, the Construction Manager shall receive written unlimited notice to proceed with the remaining phases of the Work. The unlimited notice to proceed establishes the commencement date and completion dates described in Attachment C- Special Conditions.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including but not limited to the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

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

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

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

and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

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

6.11 Termination for Non-Performance

Default

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

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

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate

assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

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

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

See Attachment C – Special Conditions, Article 42: Insurance

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

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

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Reports and Auditing

All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon the request of the Owner or the Owner's Representative(s). Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, subcontracts, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

6.23 Confidentiality

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

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

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the

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

6.24 Conflict of Interest

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

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

6.25 Personal Service Contract Policies

N/A

6.26 Copyright Ownership and Title to Designs and Copy

N/A

6.27 University Brand Standards

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

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

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

shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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

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

6.28 Printing Statutes

N/A

6.29 Requirement for Contract Administration Fee

N/A

6.30 Payment Terms

See Attachment A – General Conditions

7.0 SCOPE OF SERVICES

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

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

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

Note multiple bid packages may be required including but not limited to early site package, existing building demolition package, early equipment purchases, core and shell package, fit-up package, etc. The Construction Manager will work with the university and the design team to determine the construction packages and schedules.

7.1 Detailed Services Defined

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

The submittal response should be focused with straight forward concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (100) one hundred 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 in the following sections.

7.1.1 Design Phase Services

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

The CM shall:

Actively participate in design meetings and share thoughts on constructability, construction methods, and quality control, provide formal comments and input into all design phases, engage in BIM coordination during design to insure that the design drawings provided to subcontractors are coordinated and include thoughtful consideration of conflicts and routing to support pre-fabrication in an effort to accelerate construction schedule, review and provide feedback on opinions of cost throughout design to help the project stay within budget, and support the creation of early bid

packages, providing current market knowledge of lead times and identifying materials and systems at risk for availability to meet project schedule. Additional details for each of these requirements is detailed here:

- 1) Prepare detailed construction cost estimates at each phase of design (programming, I, II, III) for each bid package to support the design process.
- 2) Participate in all progress review sessions for the purpose of providing input with respect to constructability, contractibility, coordination, value engineering, scheduling, quality control, and document development. In addition, the Construction Manager will provide a comprehensive, independent, constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
- 3) Provide Special Conditions for approval by the Architect and the university and for inclusion in bidding and contract documents.

7.1.2 Bid And Award Phase Services

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

7.1.3 Construction Phase Services

The CM shall:

- 1) Enter into direct contracts with all Trade Contractors and Suppliers.
- 2) Assume the responsibility for the overall administration of construction contracts.
- 3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality, and contract compliance of the trade contractors and suppliers.
- 4) Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.
- 5) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 6) Request pricing, review and negotiate costs, and make recommendations on all necessary changes to the contracts and/or purchase orders. The contract between the CM and the university

shall be amended by change order so that the total sum of the contract between the CM and the university equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders, plus the base fee previously established and described in Section 7.3.2, Par. 4, Bid and Award Phase Services, above.

- 7) Coordinate construction interfaces, methods, techniques, and sequences. The Design Team is utilizing Building Imaging Modeling (B.I.M.) to coordinate building systems and to help minimize space conflicts. To that end, the selected Construction Management Firm shall also use B.I.M. for coordination of the construction work, for conflict resolution and in conjunction with the design consultants. Any B.I.M. application used must be compatible with Revit Architecture as manufactured by Autodesk.
- 8) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 9) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc. Prepare budget cost summary reports as required but no less frequently than monthly.
- 10) Coordinate all requirements of project commissioning and close-out procedures including but not limited to inspections, Owner's orientation and familiarization, training of Owner's personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.
- 11) Represent the Owner, moderate, seek solutions, make recommendations, or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.
- 12) Develop and maintain electronic systems for reporting and retrieval of project information.

Note: Construction Phase Services as noted above should assume the durations listed in the enclosed schedule (Attachment E – Project Milestones). 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 the start of the construction phase.

7.1.4 Post Construction Phase Services

The CM shall:

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

8.0 FINANCIAL OFFER

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). (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 Alternate Pricing

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

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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

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, made the _____ day of _____ 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:

Construction Manager shall provide all Construction Management Services for the _____
_____ project # _____ and
shall furnish and perform everything required by the contract documents.

PROJECT: _____ (the "Project")

The contract documents include this Agreement, the Owner's Request for Proposal
Numbered _____ and as modified by Addenda _____ the Construction Manager's
technical and financial proposals dated _____ and _____ respectively, 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 by
reference, and which shall be binding upon the Construction Manager and Owner.

ARTICLE No. 2: TIME OF COMPLETION:

Time is of the essence in this contract. The Construction Manager must begin Work specified
by the written Work Order from the Owner. The Construction Manager shall achieve
substantial completion of the work (as further defined in Article 1 of the General Conditions)
for each phase of the Work as specified in the Work Order letter, and Final Completion for
each phase shall be 30 days thereafter.

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 _____ (\$ _____) 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 _____ (\$ _____) for each consecutive calendar day until Final Completion is reached.

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 and _____ Cents (\$ _____)

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

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the "Owner") and _____
_____ (the "Principal") have entered into a contract for the construction of Project # _____
_____ (the "Project"); with the contract price or amount of \$ _____

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, _____ (the "Surety"), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

(b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

(c) **Contract** means that certain agreement dated _____ for the construction of Project # _____ all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

(d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.

4. **Bond Amount:** The bond amount is \$ _____ 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.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of _____

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

SAMPLE

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the "Owner") and _____
_____ (the "Principal") have entered into a contract for the construction of Project # _____
_____ (the "Project"); with the contract price or amount of \$ _____

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, _____ located at _____
_____ (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 _____ for the construction of Project # _____ all

documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

- (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$ _____ 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 _____.

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

AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the Construction Manager awarded a contract by the University of Kentucky on Project # _____, Construction Management Services _____
_____.
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: _____

Construction Manager: _____

State of _____)

County of _____)

Subscribed and sworn to before me by _____ on this _____

day of _____, _____.

My commission expires _____

Notary Public, State at Large

010000S01- 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 \$0.842 per square foot.

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 HDR Architecture 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. However, one will be obtained by the design team and will be made available to the successful Construction Manager.

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be 996 consecutive calendar days from the date of construction 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

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damages the sum of \$10,500.00 for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

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 \$6,200.00 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

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CHECKING DEVIATIONS FROM CONTRACT DOCUMENT REQUIREMENTS OR CHANGES FROM EARLIER SUBMISSIONS NOT SPECIFICALLY NOTED.

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.

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

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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.

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.

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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.

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of 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. Operation and

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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 Subcontractors;

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) digital copy in eCommunication;

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;

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

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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, eprom, 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 Refer to the Official Design Standards **017800S01 – Closeout Submittals** for full details <https://www.uky.edu/cpmd/download/file/fid/78986>

8.7.2.11 If the O&M 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. 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.

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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 (MCPD 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	

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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 will receive a digital copy (.pdf) of plans and specifications. Construction Manager will be required to pay for cost of duplication for all sets required. One official, physically printed, clean copy of the permit set is to be located at the jobsite at all times.

9.2 The University will provide a digital copy (.pdf) of the ‘Official Contract Documents’ book to the successful Construction Manager. One official, physically printed, clean copy of the permit set is to be located at the jobsite at all times.

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.

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.

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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.
- (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.

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.

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- 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.

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-

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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.

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.

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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.

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

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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 will have full time personnel or representatives on this job. 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:

- **5** Desks
- **5** Desk chairs
- **5** Side chairs
- **1** 4-drawer filing cabinets.
- **2** High Speed WIFI connections with internet connectivity
- **1** Layout table
- **1** hanging plan rack.

13.2 **RESIDENT INSPECTOR (NOT REQUIRED)** A full time Resident Inspector will be on this job. The Construction Manager is to provide a trailer for the duration of the Project specifically for the Resident Inspector. The trailer should be furnished with all required utilities, including HVAC and the following:

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.

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.

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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.

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 ensure 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.

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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.

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

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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 streetlights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

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 Johnson Controls/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 Johnson Controls/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 \$ TBD for the work by Johnson Controls 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. Johnson Controls/SimplexGrinnell will furnish and install all fire alarm and security equipment and wiring.

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

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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:

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 Details of construction sequencing are to be determined.

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.

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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.

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. The unit costs for these utilities are recalculated annually and may change each year. The costs listed here will be subject to change with each annual recalculation. The current unit costs for campus are as follows:

25.1.1 Steam is \$18.75/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

25.1.2 Chilled Water is \$18.00/million BTU (1000 lb.) measured through the building BTU meter.

25.1.3 Electricity is \$0.095/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. Where water is obtained from UK distribution, water is \$0.05/cuft (average) measured through the building water meter.

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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. Where natural gas is obtained from UK distribution, natural gas is \$10/mcf measured through the building water meter.

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

25.1.7 Where sanitary sewer is connected to UK distribution, it is charged at a rate of \$0.10/cu.ft. (average).

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 ensure 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.

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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.

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 spillages 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.

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ARTICLE 27 BLASTING

27.1 Blasting will be allowed on this Project as specified. Additional insurance coverage on the part of the Construction Manager/ Subcontractor for damages from blasting is required. This additional insurance will be an endorsement adding X, C, and U to the Comprehensive General Liability Policy as required by the General Conditions Article 35. This endorsement is based on the following buildings and furnishings whose assessed value is as follows:

BUILDING	BUILDING VALUE	FURNISHING VALUE ¹ .
Charles E Barnhart/Agricultural	\$51,100,000	\$2,200,000
2. Plant Science Building	\$52,050,000	\$6,800,000 ³ .
Tobacco & Health Research	\$22,800,000	\$2,700,000
4. Bernard Johnson Student Rec Ctr	\$38,200,000	\$600,000
5. Seaton Center	\$26,200,000	\$560,000
6. Cooling Plant #1	\$34,000,000	\$10,000
7. VA Medical Ctr		\$800,000
8. Med Center Heating and Cooling	\$39,600,000	\$115,000
9. Patient Care Fac – Pavilion A	\$810,000,000	\$107,000,000
10. Med Center Main Hospital	\$448,000,000	\$104,000,000
11. Gill Heart Institute	\$56,000,000	\$15,000,000

The limits for X, C, and U endorsement for blasting must be a minimum of \$20,000,000.

27.2 The delivery route of blasting materials to the campus must be approved by the UK Fire Marshal, UK Police Department, the Lexington-Fayette Urban County Government Police Department, and the Owner's Project Manager prior to delivery of any blasting materials. During the Contract Time period the Construction Manager shall notify the UK Police Department 24 hours prior to delivery, confirming the delivery route, the time and date of delivery, and the amount of explosives carried. The Construction Manager shall designate magazines used for storage of caps and explosives, plus the amount stored in each magazine. Construction Manager shall adhere to the American Table of Distance for storage of explosives, and limit overnight storage of 'Class-A' explosives to one day supply. It is strongly recommended, however, not to store explosives overnight.

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

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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 (Not used)

ARTICLE 31 REMOVED ITEMS (Not used)

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.

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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.

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 airborne 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 startup 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

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by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers. 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. The 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 benchmarks 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 benchmarks 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. The 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.

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

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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:

To be determined

ARTICLE 39 FIELD CONSTRUCTED MOCKUPS

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.

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.

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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 them 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 them 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.

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.

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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.

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.

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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.

42.2.1.1 The limits of liability shall not be less than \$100,000,000 each occurrence combined single limits for bodily injury and property damage with no exclusions for activities involving cranes or crane operations.

42.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than \$5,000,000 for combined single limits for bodily injury and property damage for each occurrence.

42.2.3 Umbrella Liability Insurance. This policy shall have a minimum of \$100,000,000 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)

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

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

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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.

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

Contractor will adhere to all provisions outlined in 010000S04 Article 46 of the Medical Center Project Manual for CM At Risk.

ARTICLE 47 CONSTRUCTION PATH

Contractor will adhere to all provisions outlined in 010000S04 Article 47 of the Medical Center Project Manual for CM At Risk.

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

Contractor will adhere to all provisions outlined in 010000S04 Article 48 of the Medical Center Project Manual for CM At Risk.

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL

Contractor will adhere to all provisions outlined in 010000S04 Article 49 of the Medical

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Center Project Manual for CM At Risk.

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

Contractor will adhere to all provisions outlined in 010000S04 Article 50 of the Medical Center Project Manual for CM At Risk.

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION

Contractor will adhere to all provisions outlined in 010000S04 Article 51 of the Medical Center Project Manual for CM At Risk.

ARTICLE 52 APPEARANCE

Contractor will adhere to all provisions outlined in 010000S04 Article 52 of the Medical Center Project Manual for CM At Risk.

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act)

Contractor will adhere to all provisions outlined in 010000S04 Article 53 of the Medical Center Project Manual for CM At Risk.

ARTICLE 54 SAFETY & FIRE PROCEDURES

Contractor will adhere to all provisions outlined in 010000S04 Article 54 of the Medical Center Project Manual for CM At Risk.

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)

Contractor will adhere to all provisions outlined in 010000S04 Article 55 of the Medical Center Project Manual for CM At Risk.

ARTICLE 56 TREE PROTECTION STANDARDS

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE

57.1 For those projects impacting patient care the Construction Manager and Superintendent are required to have a minimum of five (5) years of construction experience in the past 10 years with projects involving patient care areas.

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.



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: _____

Attachment E – Project Milestones

The following is the tentative schedule presently proposed for this project:

Week of January 2-5, 2024	Project Advertised for CM
10:00AM, January 24, 2024	Pre-Proposal Conference
January 31, 2024	Questions Due
February 14, 2024	Proposals Due
February 21, 2024	Selection Committee Short List Meeting
February 22, 2024	Notification of finalists
March 7, 2024	Offeror presentations for finalists
March 7, 2024	Offeror financial proposal due
March 8, 2024	CM selected and notified
March 31, 2024	Contract award
November 1, 2026	Construction Begins
July 24, 2029	Substantial Completion
August 24, 2029	Final Completion

University of Kentucky
Campus
Standard Fire Alarm Maintenance Procedure
(Temporary removal of Fire Alarm from service)

The following procedures shall be followed when a system is taken out of service for testing, maintenance, and renovation.

1. All requirements of NFPA 72 shall be followed.
2. Approval to remove a Fire Alarm system from service or to take a Fire Alarm out of service is restricted to regular, full time, University of Kentucky maintenance employees and those individuals granted authorization by the UK Fire Marshalls office or UK Facilities. See the Medical Center approved out of service list for individuals approved to take fire alarms out of service for Medical Center Buildings. This list is provided and updated by the supervisor of the Medical Center Dispatch office. Contractors working in Fraternities and Sororities will contact the UK Fire Marshalls Office for out of service approval. The UK Fire Marshalls Office will contact the Delta Center to take these systems out of service if approved.

***Note 1:** Those without authorization will need to contact the person requesting/authorizing the work to obtain required authorization.

3. A request by telephone, 859-257-2830, or 2-way radio shall be made to the Delta Center dispatcher to remove a system from service by an approved individual. The Delta Center dispatcher shall note the location, confirm authorization, name, phone number, company, and estimated time the system will be down and inform the person of the responsibilities outlined in item #5 of this procedure.

***Note 2: THE PERSON WHO REQUESTS THE REMOVAL FROM SERVICE SHALL BE IN THE BUILDING AT ALL TIMES DURING THE OUT OF SERVICE PERIOD IN ORDER TO COMPLETE THE RESPONSIBILITIES OUTLINED IN ITEM #5.**

4. The Delta Center dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e., outside monitoring stations, that the building is out of service.
5. While out of service, any initiated alarm will result in a Fire Department response unless the person who removed the system from service notifies the Delta Center, immediately, that they initiated the alarm. (Note: It is not the Delta Center dispatcher's duty to contact the person who took the system out of service.) At 05:00 PM, unless further notification is given to the Delta Center dispatcher, all systems will automatically be put back into service.
 - 5.1. Immediate Fire Department response is required in all instances of Fire Alarm notification. There shall be no delay. In instances where the cause of the alarm is positively proven to be false, a call* can be placed to the UK Police dispatcher to see if the Fire Department can be held.

***Note 3:** The authority to place a call to hold the Fire Department is limited to the University Fire Marshall and the Delta Center dispatcher.

- 5.2. While "Out of Service" any call placed via 911 shall initiate a Fire Department response under the Fire Alarm Response Procedure.
- 5.3. When a Fire Department response is required the Fire Alarm Response Procedure shall be followed.
6. If the justification for removing a Fire Alarm system from service is to perform work on the system itself, the Fire Alarm system shall be demonstrated to be reporting and functioning correctly, to the Delta Center dispatcher, before attempting to put the system in service.
7. When a system is put back in service, a request shall be made by telephone or 2-way radio to put a system back in service. (Note: The same person who took the system out of service shall return the system to service.)
8. The Delta Center dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e., outside monitoring stations, that the system is back in service.

This procedure shall apply to all persons who remove a Fire Alarm System from service including, but not limited to: UK Facilities Management, Housing personnel, Ag maintenance, Athletics maintenance, Contractors, and Greystar.

Date of last approval: 2-9-2023 Greg Williamson UK Fire Marshall
Revised : 5/10/2022 Allen Farris Submitted for approval 5/10/2022

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 that 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, Altarnamats as manufactured by Altarnamats, 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.

01000S02 Tree Protection Standards

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
Facilities Management
Office of the Vice President

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Lexington, KY 40506-0005
P: 859-257-5929
www.uky.edu

March 20, 2020

TO: UK Facilities Partners

FROM: Mary Vosevich 
Vice President and Chief Facilities Officer

SUBJ: COVID-19 On-Site Work Rules

As we continue to navigate the challenges of the COVID-19 pandemic, we thank you for your continued support and partnership. While our goal is to maintain some sense of business continuity and keep work and projects moving forward as necessary, the safety of our students, patients and employees is paramount. We ask that you and your teams adhere, at a minimum, to the following on-site rules in support of the social distancing mandate and to ensure your safety and that of our community.

- Stay contained to your area that you are assigned
- Bring your lunch; eat lunch in your assigned area or go offsite
- Come to campus in clean clothes
- All employees should have some form of identification
- Check daily recommendations from CDC
- If you have been exposed to a known COVID-19 patient, you will be required to leave the premises and will not be allowed to work for the CDC recommended 14 days
- If you have been asked to self-isolate by any local or state public health department, you will be required to leave the premises and will not be allowed to return until you have self-isolated for the CDC recommended 14 days
- Follow any on-site screening processes
- Practice 'social distancing'
- Limit face-to-face contact

We sincerely appreciate your understanding and patience during this evolving situation. Many of you have already reached out with proactive plans, which is a testament to the dedication of your teams to the University of Kentucky. We will communicate new information and processes as they are available. Please keep your UK point of contact informed of any changes with your staff and don't hesitate to reach out with any questions or concerns.

see blue.

An Equal Opportunity University

CORONAVIRUS VENDOR SCREENING

Safety is one of UK HealthCare's top priorities. UK Healthcare is monitoring events surrounding COVID-19, and we are following the Centers for Disease Control and Prevention guidelines to ensure the safety of all who enter our facility and to minimize the risk of transmission.

To protect the health of the people we serve, upon entering UK Healthcare facilities, we are requiring all vendors to screen electronically prior to entry.

DO ANY OF THE FOLLOWING APPLY?

- **Fever 100.0 or greater (self-reported)**
- New Cough (not associated with seasonal allergies)
- New Muscle Aches/Pain
- New Shortness of Breath
- New Sore Throat (not associated with seasonal allergies)
- Vomiting or Diarrhea
- Loss of Taste or Smell



Please use the QR code to complete the vendor / non-university of Kentucky employee screening prior to entering any UK facility.

Masks are also required prior to entry. Please attempt to bring a mask with you. If you do not have one you can obtain one at any main visitor/patient entry point.



THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

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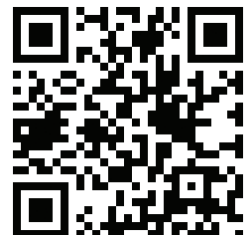
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THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

NOTICE

September 2, 2021

On August 4, 2021 UK HealthCare announced our mandatory COVID vaccination for all providers, staff, trainees, learners, and those who work in UK HealthCare facilities. Religious beliefs and medical contraindications as defined by the Americans with Disabilities Act will be considered.

This notice is being sent to you as a clinical contractor and/or vendor of University of Kentucky (“UKHC”).

All outside clinical contractors and vendors are asked to comply with UKHC’s health requirements in order to continue providing services to UKHC. This mandate is effective September 15, 2021.

Given the COVID-19 pandemic, and the necessity of protecting patient, employee, and visitor safety, UKHC is requiring all employees and representatives of clinical contractors and vendors working on-site at UKHC to meet UKHC’s COVID-19 mandate protocol. Therefore, UKHC will allow on-site only those individuals who either i) have completed the first vaccination against COVID-19, ii) are fully vaccinated against COVID-19 (i.e., will be two weeks past completing their complete COVID-19 vaccination series), or iii) received an exemption through the clinical contractor’s/vendor’s formal vaccine exemption process (see Appendix 1 for a sample COVID – 19 declination process and expected outcomes) from the COVID-19 vaccination requirement related to the individual’s medical contraindications or a sincerely held religious belief.

We are requesting all clinical contractors and vendors take an active approach in supporting our requirements, validating vaccinations, declination status, and testing compliance where needed. We are relying on you to:

- Upload vaccination documentation into the Vendormate portal by September 15, 2021.
 - If Vendormate is not utilized, ensure a process is developed to maintain compliance of vaccination and exemption status.
 - Prior to the commencement of any new agency booking, provide to UKHC a list of staff assigned to UKHC. Said list shall identify which staff are vaccinated and which staff have received exemptions in order that proper planning and supervision of staff may occur.
 - Acknowledge that those staff who are not vaccinated and received an approved exemption will be subject to additional measures to reduce possible transmission of COVID-19 (e.g., daily screening, regular testing). As of September 15, 2021, staff will need to complete weekly testing. All testing must be a PCR test and completed within 96 hours prior to visiting any UKHC clinical site. (Appendix 2)
 - Secure appropriate authorization from staff before sharing their information with UKHC, relating to staffs' vaccination status and/or approved exemption from the COVID-19 vaccination requirement.
 - **Acknowledge that those individuals who have not been fully vaccinated against COVID-19 or have not been exempted from the COVID-19 vaccination requirement and/or are not following appropriate testing measures will not be permitted to work at any UK HealthCare facility or building after September 15, 2021.**
 - Communicate protocol requirements to individuals working within any UK HealthCare facility or building. This includes symptom screening expectations, wearing a mask and appropriate PPE and practicing social distancing. (<https://covid-19.ukhc.org/wp-content/uploads/sites/121/2020/06/COVID-19-Screening-Protocol-for-Students-Learners.pdf>).
- Universal masking (across all UK HealthCare facilities) is required at all times except when eating or drinking. Cloth masks are not allowed for patient/family facing work.
 - **Screening for COVID-19 symptoms must be completed daily via the UK HealthCare web-based tool (<https://app.mc.uky.edu/c19s/VendorScreener>) or upon arrival to the**

facility. This is an OSHA requirement. Individuals who fail any portion (if they are following our screening) cannot work and will not be permitted into any of the UK HealthCare facilities until the issue is addressed and the individual is compliant with the UK HealthCare COVID-19 policies. Failure includes having 2 or more symptoms or a fever only.

- Develop a process and maintain a record of employee acknowledgment and agreement to follow the guidelines which should be available upon request.
- Designate a responsible person/team to monitor compliance with vaccination, declination, testing requirements (if applicable), screening, masking, and social distancing. Reporting of status to adherence to the UK HealthCare protocols should be provided as needed on an on-demand basis.
- Identify an individual who we can communicate employee compliance via email and phone, if necessary.
- Develop a process for notification back to UKHC Infection Prevention and Control (IPAC) team if a student turns positive after an observation or rotation at UK HealthCare. These will need to be recorded, evaluated and action plan developed that would mitigate any potential exposures.

We thank you for your continued partnership and support.

Colleen Swartz, Vice President for Hospital Operations

Pete Gilbert, Senior Vice President and Chief Operations Officer

Mark Newman, MD, Executive Vice President for Health Affairs

For questions:

- For additional or specific questions related to these requirements please contact UKHC purchasing
- For COVID vaccination and screening requirement questions, please contact our IPAC department using at 859-323-6337.

Appendix 1

SAMPLE: COVID – 19 Declination Process and Outcome Expectations

Declination Request Reason	Additional Details	Outcome	Expectation for all unvaccinated persons in a UK HealthCare facility
Religious	Letter expressing sincerely held religious beliefs as to COVID-19 vaccine		
Medical	Documented anaphylaxis to previous dose of COVID-19 vaccine; or documented allergy to the vaccine or a component of the vaccine	Approved with education and access to vaccination resources	<p>Daily health attestation screening; Masking while in a UK HealthCare facility; and</p> <p style="padding-left: 40px;">Tier 4: weekly PCR testing Tier 3: biweekly PCR testing Tiers 2 and 1: no testing</p> <p style="text-align: center;"><i>*negative PCR test results in re-triggering of regular testing protocol until vaccination status updated or UK HealthCare moves out of high-level Tiers</i></p> <p style="text-align: center;"><i>**Positive PCR testing will place individual on “hold” until either 90 days post positive test, vaccination status updated, or UK HealthCare moves out of high-level Tiers</i></p>
Written letter from treating physician indicating medical contraindication or reasons they do not endorse vaccination for their patient			
Pregnant or trying to become pregnant	Deferred until 6 weeks post-delivery with education and access to vaccination resources		
Any other medical reasons, not specified by treating provider	Denied request, with education and access to vaccination resources; but provide the option to go back and re-request with “refusal” selected		

Appendix 2

Any individuals who work on site in any UK HealthCare facility will be tested on this frequency if not vaccinated.

Under tier 4: weekly

Under tier 3: biweekly

Tiers 2 and 1: no testing

All testing must be PCR test only and completed per timing requirement outlined

Frequently asked questions

1. Our agency no longer sends staff to UK HealthCare. How do I close this agreement?

In the event you no longer have staff at UK HealthCare, contact Paul Reister (Paul.reister@uky.edu).

2. Where should I send my staff lists indicating vaccination and exemption status?

- If Vendormate is utilized, the staff must upload documentation via that system.
- All other staff, provide the list(s) to your primary point of contact at UKHC

3. Do I need to send you PRC testing results for those staff on an approved exemption?

No. Management and oversight of the PCR testing compliance should be validated by the agency. You will only need to send a notification (no more than 96 hours prior to the clinical rotation) via email indicating the exempt staff is approved for working within UKHC.

4. Our staff are in the hospital on a weekly basis. How often will approved declination staff need to be tested?

Right now, PCR testing is required weekly.

5. Could the testing frequency change?

Yes. We are monitoring case volumes and testing need daily. Appendix 2 lists the schedule.

6. What notification is needed if a staff member turns positive after a shift at UK HealthCare?

Please contact the UK HealthCare Infection Prevention and Control Department by phone (859-323-6337) as soon as the information is known.

7. For staff just starting their vaccination series, what is the deadline for completing and meeting the mandate protocol?

We understand there are different timeframes with each vaccine brand. To meet this protocol, staff must complete the first vaccination against COVID-19 by September 15. We are asking they complete the vaccine series as recommended by the manufacturer and CDC.

8. Is there someone I can contact if I have questions about the declination process or working through a declination request?

A sample decision grid has been provided to support you (if you don't already have a process in place). You can also contact us at vaccinequestions@uky.edu. We will work to respond to you within one business day.

9. Is UK HealthCare offering vaccinations to agency/vendor staff?

Yes. Vaccination against COVID-19 is now available for anyone age 12 and over. Vaccination is being offered by UK HealthCare free, and insurance is not required. Full details are available on our COVID-19 vaccination information website: <https://ukhealthcare.uky.edu/covid-19/vaccine>.

**MEDICAL CENTER PROJECT MANUAL
for CONSTRUCTION MANAGER AT RISK CONTRACTS**

Amend Article 10.3 of the Special Conditions to read:

- 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.
 - (5) Others requested to attend (as deemed necessary by CPMD).
 - (6) Hospital Representative
 - (7) Medical Center Physical Plant Division Representative

Amend Article 25.2.1.2 of the Special Conditions to read:

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 work with PPDMC as outlined below to facilitate the outage. The established standard within the University Departments and Divisions of a section of a building shall be a written request prior to the outage in the time frames noted below. 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.

24.2.1.2.a. All outages require a two-week minimum notice. Giving such notice does not guarantee the outage will occur on the date requested. (HVAC, RO Water, Security, Pneumatic)

24.2.1.2.b. PPDMC has an Outage Coordinator who will research and record all the pertinent information necessary to schedule the outage. PPD employees, departments, operations, etc. will be notified by the Outage Coordinator about the pending outage.

24.2.1.2.c. The Outage Coordinator will document the work necessary to schedule, noting any difficulties that cannot be solved.

24.2.1.2.d. The Outage Coordinator will schedule the outage and notify contractor. If outage cannot be scheduled, they will notify appropriate parties.

24.2.1.2.e. The Outage Coordinator will make all notifications to affected personnel and will alert the proper staff so necessary preparations can be made within the affected areas.

24.2.1.2.f. When work has been completed, the Outage Coordinator, or his designate, will notify affected personnel that the system is back in service.

24.2.1.2.g. Contractors DO NOT have the authority to turn utilities off or on. This should only be done by the PPDMC Outage Coordinator.

Amend Article 34 of the Special Conditions to read:

ARTICLE 34 EMERGENCY VEHICLE AND FIRE TRUCK ACCESS

34.1 Access to the Medical Center Loading Dock must be maintained during construction for local fire truck access to the fire alarm annunciator panels located adjacent to the loading dock. Construction Manager shall coordinate with the local fire department that would respond to an alarm during the initial start up of construction to ensure a complete understanding of their requirements.

The following Articles are in addition to, and take precedence over the provisions of the Special conditions for the Project.

ARTICLE 46 LOADING DOCK

46.1 All demolition materials will be brought through the loading dock to the dumpster.

46.2 All new material and equipment, except for items requiring use of the front entry, shall be delivered to the main loading dock.

46.3 The loading dock shall be the primary access for construction workers. Construction workers shall use the stairway near the designated elevator.

ARTICLE 47 CONSTRUCTION PATH

47.1 Elevator No. TBD, as indicated in Drawings, may be used by construction workers and material access EXCEPT during the hours of TBD.

47.2 All materials and equipment are to be brought into the hospital through elevator no. TBD, except for large equipment and casework. Construction Manager shall identify time and schedule to allow accessing such items through TBD, and shall coordinate same with the Owner's Project Manager.

ARTICLE 48 HOSPITAL PROJECT PROCEDURE:

48.1 This Project involves part of a fully functioning Hospital and teaching facility. During the construction of the new Work and all renovation, the Hospital is to remain fully functioning. No service offered by the Hospital will be allowed to be interrupted. This will require careful scheduling and consultation with the Owner and the Consultant. The Hospital will attempt to cooperate as much as possible but their need to provide full medical care will supersede any construction aspect.

48.2 The Construction Manager shall organize his Work so that the Work shall cause a minimum of interference and disturbance to the Owner. This will require anticipation and careful scheduling of any noisy work above the area, or access through the area.

48.3 Coordination shall occur between the Construction Manager and the Owner regarding access to areas outside of the immediate designated construction areas, including access to rooms adjacent horizontal, or vertical that the Construction Manager may need to access in order to run/connect utilities. Coordination for access shall be discussed in the monthly Progress Meetings as required by Article 10 of these Special Conditions. Construction Manager shall also provide to the Owner written notice, one week prior to the anticipated need for access. Approval for access to the adjacent areas must be received by the Construction Manager, prior to final scheduling of the Work. Failure to notify the Owner of the need for access will result in the stoppage of Work in the area for which access is required until approval is obtained. Any additional cost for such stoppage will be the Construction Manager's responsibility.

48.4 No live electrical wiring, including temporary lighting, may be left exposed in areas of public or staff access.

48.5 In no instance may a corridor be blocked or its clear width reduced to less than 4'0".

48.6 "NOISY WORK": The Construction Manager shall utilize tools or equipment of low velocity or drilling to limit the noise generated from Work which will be disruptive to patients. Any hammer drilling

and impact type tools/equipment which are to be utilized in the Work by the Construction Manager shall be strictly limited. Falling materials that damage ceilings, walls, pipes, and equipment shall become the Construction Manager's responsibility to repair and/or replace at no cost to the Owner.

48.7 The Construction Manager is hereby advised that any noisy Work which is disruptive will be required to stop upon notice from Owner's Project Manager. Construction Manager will be notified by Owner's Project Manager when noisy Work can resume. Construction Manager shall notify Owner's Project Manager 48 hours prior to the start of any noisy Work.

- Noisy work shall be performed after 6:00 p.m. and before 7:00 a.m.
- Perimeter wall construction around the Work Area shall be erected after 6:00 p.m. and before 7:00 a.m.
- All bulky materials shall be delivered after 6:00 p.m. and before 7:00 a.m.

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL

49.1 Normal Work hours are defined as a period between 7:00 a.m. to 5:00 p.m., Monday through Friday. Construction Manager shall notify Owner's Project Manager one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

50.1 Security badges will be required for all construction personnel at General Contractor's cost of \$25.00 each from Hospital Security located in Pavilion A room A.00.807. Badges for Good Samaritan can be obtained in the Human Resources Office at the Good Samaritan Hospital, Room B102, for vendors working at Good Samaritan Hospital. Each badge will contain a picture, name and firm name. A UKHC identification badge must be worn on the upper torso at all times when working on UKHC property. No pins or labels shall be attached.

If you report to work without your badge, you must proceed to the Security Office in Pavilion A room A.00.807 or Good Samaritan Human Resources Office B102 to purchase a temporary badge. If your badge is lost or stolen, report it to Security, 859-323-6946, immediately. The contractor or employee must pay for all badges. Cash or check only is accepted for payment. New badges are \$25.00 and must be renewed annually with \$20.00 annual renewal fee.

50.2 The Construction Manager's and subcontractors are responsible for the security of their own materials, tools, and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment. The Construction Manager shall coordinate with Medical Center Security prior to entering spaces other than Contraction Limits.

50.3 This Construction Manager shall assist in providing workers schedule to Medical Center Security personnel when it is evident his workmen will have access to unsecured areas within the building after normal work hours.

50.4 The Construction Manager shall secure the Project Limits for safety of building users working in adjacent spaces. **NO DOOR at any time should be held or propped open for any reason.** All contractors should receive keys or badge access via their UK Project manager.

50.5 Any Construction Manager having a field office or job trailer shall provide a key to the Owner's Project Manager, only to be used in the case of fire or security emergency.

50.6 The Owner will provide construction cores for keying during the life of the project and permanent cores at conclusion of construction. Hardware supplier to coordinate with University Key Shop.

50.7 Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

50.8 Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

ARTICLE 51 – HOSPITAL CONSTRUCTION CERTIFICATION

51.1 This Project involves working in a fully functioning Hospital. Individuals responsible for the work occurring on the site should be thoroughly familiar with the hazards and procedures associated with construction in the healthcare environment.

51.2 All superintendents and foremen for the Construction Manager and the Mechanical and Electrical sub-contractors shall be required to hold at least one of the certifications listed below from the associated organizations prior to working in the UK Albert B. Chandler Hospital or UK Good Samaritan Hospital. Any other trade contractor with more than four (4) individuals working on the site at one time shall have one (1) individual who holds at least one of the certifications listed below from the associated organizations prior to working in the UK Albert B. Chandler Hospital or UK Good Samaritan Hospital.

Healthcare Construction Certificate - American Society for Healthcare Engineers
Certified Healthcare Contractor – Kentucky Society of Healthcare Engineers

51.3 Should the required certifications not be in effect at the date of the work order, the University project manager may, at his or her discretion, grant a grace period for the required training.

ARTICLE 52 – APPEARANCE

52.1 All contracted vendors performing work for The University of Kentucky HealthCare facilities must dress in a professional manner. A company uniform is preferred; however, if one is not provided, dress shall include work pants and a work shirt. All hats must either have the company logo or be a solid color with no logo. Casual sportswear such as blue jeans, shorts, sweat suits, t-shirts, or tank tops are not approved apparel. Clothing must be clean, and without rips or tears. The attire is intended to portray the image of well groomed, professional individuals.

Failure to comply can lead to the vendor being asked to leave the premises until the issues have been resolved.

ARTICLE 53 - HIPAA (The Health Insurance Portability and Accountability Act)

53.1 While working on the University of Kentucky Medical Center you will encounter patients or research and must follow the HIPAA guidelines. We must protect the well being of patients, families and visitors as well as any and all research projects that are vital to the University. You shall respect the privacy of our patients, their families and any research that you may encounter while on campus.

For a complete understanding of the HIPAA Rules & Regulations please visit:

<http://www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.htm>

ARTICLE 54 – SAFETY & FIRE PROCEDURES

54.1 Paging Codes

The UK HealthCare facilities use specific codes to alert staff about hazards or potential hazards in the area, and to call designated staff to action. These codes are designed to communicate information to those that need it without unduly alarming patients and visitors. All persons working in the facility are to take the appropriate action should a code be announced. Designated staff members have assigned roles in response to these codes. You may be asked to stop work and secure your area in response to any of these codes.

A list of pertinent codes are outlined below:

- Code Black: Bomb/Bomb Threat
- Code Blue: Medical Emergency (adult or pediatric)
- Code Pink: Infant or Child abduction
- Code Red: Fire
- Code Silver: Active Shooter
- Code Yellow: Disaster plan activation (internal or external)
- Assistance please (location): Uncontrolled individual

54.2 Fire Procedures

54.2.a. Fire Notification

UK HealthCare has a fire prevention program to protect patients, visitors, and staff from the dangers of fire. As a part of your orientation to this facility, please locate the fire alarms, extinguishers, and evacuation routes within or adjacent to the project site.

If fire, smoke, or excessive heat is detected within the UK HealthCare facilities, the fire notification system is activated. You will hear chimes over the paging system, followed by “code red” and the location of the alarm. In addition, the alarm system is activated periodically for fire drills and system testing.

When an alarm is activated, smoke and fire doors throughout the building will close. Staff will close doors to patient rooms, clear corridors, and implement other response procedures.

In all UK HealthCare facility buildings with exception of the Hospitals you must evacuate immediately when the fire alarm sounds. In the Hospitals, you will be able to remain in the project site throughout the response. Please listen carefully to the overhead paging announcements for instructions that might affect you. If an order is given to evacuate, please secure the project site and exit the building.

54.2.b. Your Role in Fire Response

As a Contractor, you have a role in fire response.
If you discover a fire in your area:

- Rescue anyone in immediate danger, if possible.
- Activate the nearest fire alarm and call 911.
- Contain, close doors that line the corridor.
- Extinguish, if possible, and evacuate, if necessary.

54.2.c. Building Life Safety Features

UK HealthCare facilities are constructed with many life safety features to protect building occupants from fire. You must know the location of the following:

Fire Alarms

Fire Extinguishers

Emergency Exits

Evacuation Routes

Medical Gas Valves for the area in which you are working. Contractors/vendors are NEVER to close medical gas valves

If any life safety system must be taken out of service, you must coordinate the outage with the PPD Project Manager and the PPD Outage Coordinator prior to beginning work. You must put in place a temporary but equivalent system approved by the Campus Fire Marshall.

The UK HealthCare Medical Facilities are composed of smoke and fire compartments designed to contain the hazard should a fire break out. If a rated fire, smoke, or corridor wall is penetrated, you must patch the wall using a UL listed firestop assembly the day that the penetration is made.

ARTICLE 55 - Interim Life Safety Measures (ILSM)

The University of Kentucky has established an Interim Life Safety Program (ILSM) to manage safety hazards that could be created by construction, renovation, internal disaster, or other alteration to UK HealthCare buildings or grounds.

A review will be done for every project and will be implemented when a life safety code deficiency or other hazard places building occupants at significant risk. When life safety systems are impaired, the Hospital Safety Officer, Construction Manager, or designee, will use established criteria to evaluate the risk and to implement appropriate ILSM to compensate for these deficiencies.

When construction or renovation poses other significant safety hazards, the safety officer and contractor or designee will implement other safety measures appropriate to the situation.

Planning for Interim Life Safety Measures

The Hospital Environment of Care Committee has approved criteria to be used to help determine appropriate ISLM to implement when a life safety code deficiency is identified.

The Hospital Safety Officer, or designee, will participate in or review documentation from project development, pre-construction, and construction progress meetings to ensure that safety issues and concerns are identified and addressed proactively, whenever possible.

UK project manager will notify the Hospital Safety Officer prior to the start of any construction or renovation project and prior to the start of a new project phase. The Key project participants will identify safety issues, concerns, and methods of maintaining a safe work environment.

The Safety Officer and UK staff will regularly inspect all construction sites. The Safety Surveillance Team will conduct regular building inspections to identify risks and hazards.

Criteria for Implementation of Interim Life Safety Measures (ILSM) at the University of Kentucky HealthCare Facilities.

In general, the Safety Officer or designee will use the criteria below to determine appropriate interim life safety measures. In all cases, additional measures may be taken, if warranted, to protect the building's occupants.

When the integrity of an exit access, exit, or discharge area is altered or compromised:

- Ensure free and unobstructed exit
- Ensure escape route for construction workers
- Provide additional training for UK staff and signage when alternative exits are designated
- Increase debris removal schedule to reduce building's flammable and combustible load to lowest feasible level
- Conduct at least two fire drills per shift per quarter
- When the integrity of a building's defend-in-place compartments/features (fire barriers, smoke barriers, floor slabs, corridor wells) are significantly compromised
- Ensure that construction partitions are smoke-tight and built of noncombustible or limited combustible materials

When a building's fire alarm, detection, and/or suppression systems are impaired:

- Implement temporary but equivalent, fire alarm, detection, or suppression systems

- Inspect and test temporary systems monthly
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials
- Provide additional fire-fighting equipment & train staff to use

When temporary sources of ignition (cutting, welding, plumber's torch) are involved:

- Initial contractor will provide hot work permit and follow its guidelines
- Ensure free and unobstructed exits
- Ensure fire alarm, detection, and suppression systems are in working order
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Decrease combustible load to lowest feasible level

When large quantities of combustibles or debris are present or involved:

- Increase debris removal schedule
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible material

Infection Control

When an employee is working in any patient care area or on any patient care equipment, he/she must follow the standard precautions outlined below:

- Wear gloves when there is a possibility that you will touch any body substances or equipment contaminated by body substances (blood, urine, feces, wound drainage, oral secretions, sputum, and vomitus.)
- Wear a fluid resistant gown, masks and/or goggles when there is any possibility that your eyes, mucous membranes or clothing will be splashed or sprayed by body substances or exposure to contaminated equipment.
- During construction/renovation projects or in situations when plumbing is inadvertently interrupted, it is recommended that personnel wear appropriate personal protective equipment. Traffic must be restricted from this area.
- Discard all personal protective clothing in accordance with standard precautions.
- Wash hands thoroughly with antibacterial soap immediately following work.
- Eating, drinking and smoking are restricted to designated areas.

Infection Control Policy for construction at the University of Kentucky Healthcare Facilities

It is the policy of the University of Kentucky HealthCare to prevent illness in patients related to construction dust and airborne fungi. This document spells out requirements that contractors with University of Kentucky Chandler and Good Samaritan Hospital and in-house workers should follow in order to minimize risks of construction to our patients.

Classification of Jobs:

Class I: These projects do not generate appreciable dust or airborne particulate matter. Examples include minor plumbing, electrical, carpentry and duct work; some aesthetic improvements; installation of phones, computers, gas and TV hook-up lines in existing conduits, etc.

Class II: These projects generate dust or other airborne particulate matter and hence require barrier precautions. Examples include construction of new walls; construction of new rooms; major utility

changes; major equipment installation; demolition of wallboard; plaster, ceramic tile, ceiling and floor tile removal; removal of windows; removal of casework, etc. Routine maintenance where dust is produced in patient care areas is included. These projects must follow construction standards for the hospital.

Sequence of Events:

UK project manager will work with the Infection Control Department to determine if the project is Class I or Class II based on an ICRA (Infection Control Risk Assessment) evaluation completed by the Infection Control Department.

The project manager should invite a representative of Infection Control to the initial design meeting for the project (and other meetings as appropriate).

The ICRA will be posted on the job site and must be adhered to throughout the project unless otherwise determined by the Infection Control Representative.

Ventilation System

- All ventilation systems to operating rooms, recovery rooms, delivery rooms, newborn nurseries and special care units will have a HEPA filtered clean air supply. These systems will be maintained and serviced according to the established preventive maintenance programs to assure clean air supply.
- Patient rooms which house patients with air-borne infections (requiring negative pressure) will be inspected according to the preventive maintenance program to prevent the spread of potential air-borne pathogens.
- Personnel performing routine maintenance or repairing ventilation systems of negative pressure should wear a NIOSH approved respirator.
- Personnel entering rooms housing known or suspected TB patients are required to wear a properly fitted NIOSH approved respirator.

Aspergillums

Aspergillums are a microbial contaminant which can cause serious complications for patients who are susceptible or in a high risk category. Most nosocomial airborne mold infections are caused by aspergillums; species. This species is widely distributed in our natural environment and can grow on almost anything. When ceilings or walls are disturbed, or activity associated with normal renovations or maintenance, it results in airborne disbursements of particulate matter (dust), which may carry aspergillums spores and infect patients.

UK and its contractors will make every effort to minimize the release of aspergillums in high risk areas. Renovation in or adjacent to high risk areas will be controlled through proper separation and HEPA air flow filtering to reduce the potential dangers to patients. The method used to control dust control must be reviewed by and approved by the Infection Control Department. High risk areas are defined as follows:

Any area a patient with an immune compromised system will be put in additional harm's way by your service or act of service.

No major construction shall occur in the Transplant Clinic without involvement of the Transplant Department Director. The area must be vacated of patients before any such work can occur.

Procedure:

- Before construction begins contact Infection Control at 859-323-4609.
- Proceed cautiously when removing or installing ceiling tiles in the high risk areas.

- On major construction/renovation, air tight partitions shall separate the renovation site from other space occupied by patients. The barrier shall be tested for tightness. Ventilation leading from the area being renovated should be blocked at its point of exit from the room.
- HEPA filtration of air will be required
- Whenever possible, create a negative air flow on the construction/renovation site.
- Keep the work area as clean and dust free as possible.
- Ensure that infection control measures are in effect.
- Use sticky mats outside of barrier.

Infection Control Oversight

- Infection Control must inspect work site before demolition/construction begins.
- Infection Control will make periodic visits to work site to ensure compliance ICRA standards.
- Contractors will receive information and education about Infection Control Standards at the preconstruction meeting



University of Kentucky
Procurement Services

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
F: 859-257-1951
www.uky.edu

December 22, 2023

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

Re: Request for Proposal – UK-2594.0-1-24 CM Services for Project #2594.0 Improve Funkhouser Building

This letter is to inform you that we intend to utilize the Construction Manager General Contractor (“CMGC”) project delivery method for the #2594.0 Improve Funkhouser 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,

A handwritten signature in blue ink, appearing to read 'BS', positioned above a horizontal line.

Barry Swanson (Dec 23, 2023 11:19 CST)

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

Cc: Kevin Locke
CPMD Business Office



University of
Kentucky[®]
Procurement Services

Request for Proposal
UK-2594.0-1-24
Proposal Due Date – 1/23/2024

CM Services
for
Project #2594.0
Improve Funkhouser Building



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2594.0-1-24	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	12/22/2023	UNIVERSITY OF KENTUCKY
Title:	CM Services for Project 2594.0 Improve	PROCUREMENT SERVICES
Purchasing Officer:	Funkhouser Building	411 S LIMESTONE
Phone:	corey.leslie@uky.edu	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/23/2024 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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- Attachment E – Project Milestones
- Attachment F – Fire Alarm Out of Service, Tree Protection Standards, COVID Protocol

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, Procurement Services, 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 a defined budget, program and schedule.

The total scope of this project is \$120 million. The project will be designed with a total construction budget of approximately \$89M 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 may convert to a "LUMP SUM, AT RISK" contract.

The Construction Manager will hold all construction contracts.

The Construction Manager will be able to self-perform trade packages in accordance with KRS 45A.813, which includes enhanced bidding requirements for the CM and excludes certain trades, such as electrical, mechanical, fire suppression, and plumbing.

The CM will be required to create no fewer than twelve (12) trade packages.

A Pre-Proposal Conference will be held on 1/3/2024 at 2:00 PM Lexington, KY time. 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

This project will include the demolition of the existing building additions, renovation of approximately 65,000 GSF of the original building, and a 64,000 GSF addition. The project will include 29,000 assignable square feet of student and maker space that will include capstone projects, maker space and shops, machine shop, student organizations, and meeting and presentation spaces. It will also include 32,000 assignable square feet of biomedical cross-disciplinary space to include biomedical engineering research labs, and offices; cross-disciplinary biomedical research labs and faculty offices for computer science, chemical and materials engineering, mechanical and aerospace engineering, and electrical and computer engineering. In addition to the work noted above, accessibility issues at the main entrance of the building will be addressed as part of the scope of this project.

2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set 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 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 help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

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 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 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; Honors; 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. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

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 designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a 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 29 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. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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 the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

2.4 Sustainability

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

2.5 Economic Inclusion and Procurement

The University of Kentucky is committed to serving as an advocate for diverse businesses and Kentucky located businesses. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. To be deemed a Kentucky located Business a company must have a physical facility located in the Commonwealth of Kentucky that is engaged in on-going business operations.

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. The University is also dedicated to increasing the amount of goods and services acquired from Kentucky located companies to the greatest extent possible in support of our economic development efforts.

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

- To ensure the absence of barriers that reduce their participation.
- Educate vendors on "how to" do business with the University.
- Support diverse and Kentucky located 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 and Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for diverse and Kentucky located vendors.
- Sponsor events to assist diverse and Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

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

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	12/22/2023
Pre-Proposal Conference (Optional)	1/3/2024 at 2PM Lexington, KY time
Deadline for Written Questions	1/8/2024 at 3PM Lexington, KY time
RFP Proposals Due	1/23/2024 at 3PM Lexington, KY time
Offeror Presentations*	*week of 2/9/2024

*projected dates

3.2 Offeror Communication

All communications with the University regarding this RFP shall only be directed to University of Kentucky Procurement Services at email address: cckbidquestions@uky.edu

All addenda and updates will be communicated through the University of Kentucky's Bid and Proposal Opportunities page and the Lynn Imaging Planroom.

Plans, Specifications, and official solicitation documents are available from:

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

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

Interested vendors must identify the status of their firm as a prime contractor, miscellaneous subcontractor, material supplier or other when ordering Plans and Specifications.

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on 1/3/2024 at 2 p.m. on site, 501 Library Drive, to allow prospective offerors 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 voluntary. 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 offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

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 Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). 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.

3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and five (5) printed copies in a single package, separate from the Financial Proposal.

The University strongly encourages Offerors to identify one of the printed copies of the Technical proposal as the "Purchasing Copy" by label, stamp, or other conspicuous means. Should any deviations between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.

- **Financial Proposal:** Is discussed in sections 4.7 (Financial Proposal) and 5 (Evaluation Criteria Process)

Please do not password protect the electronic storage device

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.

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

Please note: the University of Kentucky mail services accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received at the bid desk by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside 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's 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.

The procurement office question email address is cckbidquestions@uky.edu

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

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

3.20 Proposal Addenda and Rules for Withdrawal

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

3.21 Requirement To Perform Vendor Onboarding and Registration

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

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

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

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

4.4 Executive Summary and Proposal Overview

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

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

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

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	
Kentucky Located	

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 should describe and offer evidence of their ability to meet each of the qualifications listed below.

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

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

4.6 Criteria 2 – Services Defined

Describe your understanding of the services requested in the RFP and contract documents.

- a. 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.
- b. Explain how your firm/team approaches budgeting and budget maintenance to ensure successful completion within budget.
- c. Provide an organization chart for the proposed project team, the resumes of key team members, and brief description of roles and responsibilities.
- d. Provide a detailed staffing chart for each phase of construction, indicating the on-site staffing recommended to provide effective construction management services for this project.
- e. Describe your firm's strategy to promote local trade, contractor, and vendor participation in this project.

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Explain how your firm/team approaches scheduling and schedule maintenance to ensure successful on time completion of the design and construction phases.
- b) Provide example schedules that your firm has used for projects of this size and complexity.

4.9 Criteria 5 – Other Additional Information

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

Offeror 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.

5.0 EVALUATION CRITERIA PROCESS

Phase 1: Technical Proposals

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

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

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

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

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

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

Phase 2: Finalist Presentations and Non-Price Total Score Evaluation Process and Scoring

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

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

Phase 2, Step 1: Finalist Presentations Scoring

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

Rank	Phase 2, Step 1 Score
1 st	100
2 nd	75
3 rd	50
4 th or below	0

Phase 2, Step 2: Non-Price Total Score

The Non-Price Total Score is calculated by adding the Phase 1 score and Phase 2, Step 1 Score. The maximum Non-Price Total Score is 200. The committee may eliminate a finalist from further consideration based on the presentation. In that event the Purchasing Officer will destroy the candidate firm's financial offer unopened.

Phase 3: Financial Proposal Score

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

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

Best and Final Offer (BAFO):

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

BAFOs are Financial Proposals and are scored identically.

Basis of Award: Offeror's Total Score

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

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

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

6.0 SPECIAL CONDITIONS

See Attachment C – Special Conditions

6.1 Contract Term

The successful Construction Manager will be awarded a contract with the University of Kentucky and issued a limited notice to proceed with the design and bid & award (preconstruction) phases of the project. Subject to continuing University need and adequate funding, upon satisfactory performance of preconstruction services, the Construction Manager shall receive written unlimited notice to proceed with the remaining phases of the Work. The unlimited notice to proceed establishes the commencement date and completion dates described in Attachment C- Special Conditions.

6.2 Effective Date

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

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

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

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

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

and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

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

6.11 Termination for Non-Performance

Default

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

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

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate

assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

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

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

See Attachment C – Special Conditions, Article 42: Insurance

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

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

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Reports and Auditing

All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon the request of the Owner or the Owner's Representative(s). Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, subcontracts, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

6.23 Confidentiality

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

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

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

6.24 Conflict of Interest

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

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

6.25 Personal Service Contract Policies

N/A

6.26 Copyright Ownership and Title to Designs and Copy

N/A

6.27 University Brand Standards

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

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

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

with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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

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

6.28 Printing Statutes

N/A

6.29 Requirement for Contract Administration Fee

N/A

6.30 Payment Terms

See Attachment A – General Conditions CMGC

7.0 SCOPE OF SERVICES

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

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

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

7.1 Detailed Services Defined

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

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

7.1.1 Design Phase Services

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

The CM shall:

1. Actively participate in design meetings and share thoughts on constructability and construction methods, provide formal comments and input into all design phases, engage in BIM coordination during design to ensure that the design drawings provided to sub-contractors include thoughtful consideration of conflicts and routing to support pre-fabrication in an effort to accelerate construction schedule, review and provide feedback on opinion of cost throughout design to help the project stay within budget, and support the creation of early bid packages, providing current market knowledge of lead times and identifying materials and systems at risk for availability to meet project schedule. Additional details for each of these requirements is detailed in the following:

2. Prepare required detailed construction cost estimates at each phase of design (I, II, III) to support the design process.
3. Participate in all 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.
4. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents.

7.1.2 Bid And Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to ensure that all bidding activities result in the selection of the best value responsive and responsible subcontractors.
- 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.
- 4) Where the CM intends to self-perform a trade package, the CM must follow enhanced bidding requirements as described in KRS 45A.183. Those enhancements include but are not limited to: restrictions on self-performed trades, announcement of the CM's intent to compete, and early submission of the CM's bids.

7.1.3 Construction Phase Services

The CM shall:

- 1) Enter into direct contracts with all Trade Contractors and Suppliers.
- 2) Assume responsibility for the overall administration of construction contracts.
- 3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality and contract compliance of the trade contractors and suppliers.
- 4) Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.
- 5) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 6) Request pricing, review and negotiate costs, and make recommendations on all necessary

changes to the contracts and/or purchase orders. The contract between the CM and the University shall be amended by change order so that the total sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders, plus the base fee previously established and described in Section 7.3.2, Par. 4, Bid and Award Phase Services, above.

- 7) Coordinate construction interfaces, methods, techniques, and sequences. The Design Team is utilizing Building Imaging Modeling (B.I.M.) to coordinate building systems and to help minimize space conflicts. To that end, the selected Construction Management Firm shall also use B.I.M. for coordination of the construction work, for conflict resolution and in conjunction with the design consultants. Any B.I.M. application used must be compatible with Revit Architecture as manufactured by Autodesk.
- 8) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 9) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc.. Prepare Budget Cost Summary Reports as required but no less frequently than monthly.
- 10) Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner's orientation and familiarization, training of Owner's personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.
- 11) Represent the owner, moderate, seek solutions, make recommendations, or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.
- 12) Develop and maintain electronic systems for reporting and retrieval of project information.

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

7.1.4 Post Construction Phase Services

The CM shall:

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

- 3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents.

7.2 Optional Services

N/A

8.0 FINANCIAL OFFER SUMMARY

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

Provide a fixed fee itemized as below to perform the Construction Management services required for the design, bidding, construction, and post construction phases of the project. Include your firm’s bondability letter to support the bond cost.

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 or Preconstruction Services only. Remaining phases 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 Alternate Pricing

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

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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/ GENERAL CONTRACTOR (CM/GC) means the person or entity with whom the Owner has executed the Contract for construction of this Project. The terms Construction Manager/ General Contractor and Contractor may also mean any Trade Contractor or Subcontractor working under contract with the Construction Manager/ General Contractor for this Project since they are bound by the same terms and conditions as the Contractor Manager/ General Contractor. However, the requirements of any Trade Contractor or subcontractor is through the Construction Manager/ General Contractor

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 on the proposal 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 benchmarks 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.

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

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, made the _____ day of _____ 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:

Construction Manager shall provide all Construction Management Services for the ____
_____ project # _____ and
shall furnish and perform everything required by the contract documents.

PROJECT: _____ (the "Project")

The contract documents include this Agreement, the Owner's Request for Proposal
Numbered _____ and as modified by Addenda _____ the Construction Manager's
technical and financial proposals dated _____ and _____ respectively, 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 by
reference, and which shall be binding upon the Construction Manager and Owner.

ARTICLE No. 2: TIME OF COMPLETION:

Time is of the essence in this contract. The Construction Manager must begin Work specified
by the written Work Order from the Owner. The Construction Manager shall achieve
substantial completion of the work (as further defined in Article 1 of the General Conditions)
for each phase of the Work as specified in the Work Order letter, and Final Completion for
each phase shall be 30 days thereafter.

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 _____ (\$ _____) 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 _____ (\$ _____) for each consecutive calendar day until Final Completion is reached.

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 and _____ Cents (\$ _____)

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

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the "Owner") and _____
_____ (the "Principal") have entered into a contract for the construction of Project # _____
_____ (the "Project"); with the contract price or amount of \$ _____

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, _____ (the "Surety"), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

(b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

(c) **Contract** means that certain agreement dated _____ for the construction of Project # _____ all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

(d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.

4. **Bond Amount:** The bond amount is \$ _____ 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.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of _____

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

SAMPLE

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the "Owner") and _____
_____(the "Principal") have entered into a contract for the construction of Project # _____
_____(the "Project");with the contract price or amount of \$ _____

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, _____ located at _____
_____(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 _____ for the construction of Project # _____ all

documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

- (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$ _____ 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 _____.

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

AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the Construction Manager awarded a contract by the University of Kentucky on Project # _____, Construction Management Services _____
_____.
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: _____

Construction Manager: _____

State of _____)

County of _____)

Subscribed and sworn to before me by _____ on this _____

day of _____, _____.

My commission expires _____

Notary Public, State at Large

Special Conditions

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

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Special Conditions

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 \$0.842 per square foot.

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 Sherman Carter Barnhart or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

5.1 The Sub-Surface Geotechnical Report was prepared by Consulting Services Incorporated. The report is available in UK E-Communication® for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the Construction Manager's information but do not represent a warranty of subsurface conditions. Neither the Owner nor the Consultant will be responsible for interpretations or conclusions drawn from this report by the Construction Manager. This data is made available solely for the convenience of the Construction Manager.

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be **544** consecutive calendar days from the date of commencement, as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

Special Conditions

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 **Seven hundred and fifty Dollars (\$750)** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

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 hundred and ten Dollars (\$110)** 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

Special Conditions

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.

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.

Special Conditions

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.

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.

Special Conditions

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.

Special Conditions

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 eCommunication;

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;

8.7.2.7 Original copies of the following provided by the manufacturer:

Installation manuals

Instruction Manuals

Training manuals

Calibration manuals

Special Conditions

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

Special Conditions

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.

Special Conditions

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	

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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 will receive a digital copy (.pdf) set of plans and specifications. The Construction Manager will be required to pay for cost of duplication for all sets required. One official, physically printed, clean copy of the permit set is to be located at the jobsite at all times.

9.2 The University will provide (1) Digital copy (.pdf) of the ‘Official Contract Documents’ book to the successful Construction Manager. One official, physically printed, clean copy of the permit set is to be located at the jobsite at all times.

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.

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.

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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.
- (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.

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.

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- 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.

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-

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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.

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.

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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.

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

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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

The Owner and Consultant may have personnel or representatives on this job that are to have access to the Construction Manager's field office and reasonable office accommodations including a work area, internet, seating, and basic utilities.

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.

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.

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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.

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. **(Note: No Project Sign will be allowed on renovation jobs where all of the renovation is taking place on the interior of the building and storage has not been allowed on the grounds surrounding the site.)**

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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.

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 streetlights, 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 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.

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:

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

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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 Sequencing shall be determined at a later date.

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 ensure 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.

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

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

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

25.1.3 Electricity is \$TBD/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.

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.

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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 ensure 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.

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

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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.

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.

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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, is interested in preordering items. CM will work with the Consultant and Owner to develop a list of equipment and materials that maximize return for effort.

30.2 All Pre-Ordered Material was specified to be shipped to the Construction Manager. It will be the Construction Manager's responsibility to receive and offload the Pre-Ordered Material.

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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. **To Be Determined**
2. **To Be Determined**

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.

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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 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 startup 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. If there is a need for an existing or newly installed fire

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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 benchmarks 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 benchmarks 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.

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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:

LIST OF ALTERNATES AND DESCRIPTIONS OF WORK IN PRIORITY SEQUENCE ARE TO BE DETERMINED.

ARTICLE 39 FIELD CONSTRUCTED MOCKUPS

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:

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

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.

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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.

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.

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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.

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

NOTE: CONSULTANT TO VERIFY COVERAGES WITH THE OWNER’S PROJECT MANAGER.

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 **\$5,000,000** each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than **\$2,000,000** for each person and each occurrence and **\$1,000,000** for 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. As an alternative, split limits of not less than **\$1,000,000** for bodily injury and **\$500,000** for property damage for each occurrence shall be maintained.

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of **\$20,000,000** 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

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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.

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 – TO BE DETERMINED

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

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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 Accountably Act) – NOT USED

ARTICLE 54 SAFETY & FIRE PROCEDURES – NOT USED

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.



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: _____

**CM Selection Info: Improve Funkhouser Building
2594.0**

CURRENT DATE: 22-Dec-23

<u>DATE</u>	<u>ACTIVITY</u>	<u>DAYS TO NEXT TASK</u>		
Wed, 9 Nov '22	Project Advertised for Consultant	7		
Wed, 16 Nov '22	Site Walk-Through with Design Teams	13		
Tue, 29 Nov '22	Consultants' Submittals Due	6		
Mon, 5 Dec '22	Selection Committee Short List Meeting	14		
Mon, 19 Dec '22	Consultant Interviews	1		
Tue, 20 Dec '22	Consultant selected and notified	17		
Fri, 6 Jan '23	Contract negotiated	4		
Tue, 10 Jan '23	Begin Programming	21		
Tue, 31 Jan '23	Program Review Meeting	0	Thu, 21 Dec '23	CM Selection
				Release of RFP
				Pre-Proposal Conference at 10:00 AM
				Deadline for Written Questions Phase 1
				Addendum out
				RFP Proposals Due Date at 3:00 PM*
				Evaluation of Phase 1 Proposals
				PHASE 2**
				Notification of Phase 2 Finalist
				Offeror Presentations from Phase 2 Finalist
				Offeror Financial Proposal
				BAFO (if needed)
				Contract Award
Tue, 31 Jan '23	Begin Phase 1 Design	181	Tue, 2 Jan '24	
Fri, 19 Jan '24	Phase 1 Documents submitted to CPMD	14	Tue, 16 Jan '24	
Fri, 2 Feb '24	Phase 1 Review Meeting	140	Tue, 23 Jan '24	
Fri, 21 Jun '24	Phase 2 documents submitted to CPMD	19	Tue, 30 Jan '24	
Wed, 10 Jul '24	Phase 2 Review Meeting	154	Mon, 5 Feb '24	
Wed, 11 Dec '24	Phase 3 documents submitted to CPMD	27	Mon, 5 Feb '24	
Tue, 7 Jan '25	Phase 3 Review Meeting	23	Mon, 5 Feb '24	
	Final Documents presented to CPMD		Mon, 19 Feb '24	
	Advertise for Bidding		Mon, 19 Feb '24	
	Pre-Bid Conference			
	Bid Date			
	Contract Awarded (544 calendar days)			
	Construction Begins	544		
	Substantial Completion			
	Final Completion			
	Warranty Expires			

Efforts have been made to ensure that historical dates are accurate. Future dates are estimated but reflect the desired schedule

University of Kentucky
Campus
Standard Fire Alarm Maintenance Procedure
(Temporary removal of Fire Alarm from service)

The following procedures shall be followed when a system is taken out of service for testing, maintenance, and renovation.

1. All requirements of NFPA 72 shall be followed.
2. Approval to remove a Fire Alarm system from service or to take a Fire Alarm out of service is restricted to regular, full time, University of Kentucky maintenance employees and those individuals granted authorization by the UK Fire Marshalls office or UK Facilities. See the Medical Center approved out of service list for individuals approved to take fire alarms out of service for Medical Center Buildings. This list is provided and updated by the supervisor of the Medical Center Dispatch office. Contractors working in Fraternities and Sororities will contact the UK Fire Marshalls Office for out of service approval. The UK Fire Marshalls Office will contact the Delta Center to take these systems out of service if approved.

***Note 1:** Those without authorization will need to contact the person requesting/authorizing the work to obtain required authorization.

3. A request by telephone, 859-257-2830, or 2-way radio shall be made to the Delta Center dispatcher to remove a system from service by an approved individual. The Delta Center dispatcher shall note the location, confirm authorization, name, phone number, company, and estimated time the system will be down and inform the person of the responsibilities outlined in item #5 of this procedure.

***Note 2: THE PERSON WHO REQUESTS THE REMOVAL FROM SERVICE SHALL BE IN THE BUILDING AT ALL TIMES DURING THE OUT OF SERVICE PERIOD IN ORDER TO COMPLETE THE RESPONSIBILITIES OUTLINED IN ITEM #5.**

4. The Delta Center dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e., outside monitoring stations, that the building is out of service.
5. While out of service, any initiated alarm will result in a Fire Department response unless the person who removed the system from service notifies the Delta Center, immediately, that they initiated the alarm. (Note: It is not the Delta Center dispatcher's duty to contact the person who took the system out of service.) At 05:00 PM, unless further notification is given to the Delta Center dispatcher, all systems will automatically be put back into service.
 - 5.1. Immediate Fire Department response is required in all instances of Fire Alarm notification. There shall be no delay. In instances where the cause of the alarm is positively proven to be false, a call* can be placed to the UK Police dispatcher to see if the Fire Department can be held.

***Note 3:** The authority to place a call to hold the Fire Department is limited to the University Fire Marshall and the Delta Center dispatcher.

- 5.2. While "Out of Service" any call placed via 911 shall initiate a Fire Department response under the Fire Alarm Response Procedure.
- 5.3. When a Fire Department response is required the Fire Alarm Response Procedure shall be followed.
6. If the justification for removing a Fire Alarm system from service is to perform work on the system itself, the Fire Alarm system shall be demonstrated to be reporting and functioning correctly, to the Delta Center dispatcher, before attempting to put the system in service.
7. When a system is put back in service, a request shall be made by telephone or 2-way radio to put a system back in service. (Note: The same person who took the system out of service shall return the system to service.)
8. The Delta Center dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e., outside monitoring stations, that the system is back in service.

This procedure shall apply to all persons who remove a Fire Alarm System from service including, but not limited to: UK Facilities Management, Housing personnel, Ag maintenance, Athletics maintenance, Contractors, and Greystar.

Date of last approval: 2-9-2023 Greg Williamson UK Fire Marshall
Revised : 5/10/2022 Allen Farris Submitted for approval 5/10/2022

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, Altarnamats as manufactured by Altarnamats, 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.

010000S02 Tree Protection Standards

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.

01000S02 Tree Protection Standards

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.

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- 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.

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- 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
Facilities Management
Office of the Vice President

225 Frank D. Peterson Service Bldg.
Lexington, KY 40506-0005
P: 859-257-5929
www.uky.edu

March 20, 2020

TO: UK Facilities Partners

FROM: Mary Vosevich 
Vice President and Chief Facilities Officer

SUBJ: COVID-19 On-Site Work Rules

As we continue to navigate the challenges of the COVID-19 pandemic, we thank you for your continued support and partnership. While our goal is to maintain some sense of business continuity and keep work and projects moving forward as necessary, the safety of our students, patients and employees is paramount. We ask that you and your teams adhere, at a minimum, to the following on-site rules in support of the social distancing mandate and to ensure your safety and that of our community.

- Stay contained to your area that you are assigned
- Bring your lunch; eat lunch in your assigned area or go offsite
- Come to campus in clean clothes
- All employees should have some form of identification
- Check daily recommendations from CDC
- If you have been exposed to a known COVID-19 patient, you will be required to leave the premises and will not be allowed to work for the CDC recommended 14 days
- If you have been asked to self-isolate by any local or state public health department, you will be required to leave the premises and will not be allowed to return until you have self-isolated for the CDC recommended 14 days
- Follow any on-site screening processes
- Practice 'social distancing'
- Limit face-to-face contact

We sincerely appreciate your understanding and patience during this evolving situation. Many of you have already reached out with proactive plans, which is a testament to the dedication of your teams to the University of Kentucky. We will communicate new information and processes as they are available. Please keep your UK point of contact informed of any changes with your staff and don't hesitate to reach out with any questions or concerns.

see blue.

An Equal Opportunity University

CORONAVIRUS VENDOR SCREENING

Safety is one of UK HealthCare's top priorities. UK Healthcare is monitoring events surrounding COVID-19, and we are following the Centers for Disease Control and Prevention guidelines to ensure the safety of all who enter our facility and to minimize the risk of transmission.

To protect the health of the people we serve, upon entering UK Healthcare facilities, we are requiring all vendors to screen electronically prior to entry.

DO ANY OF THE FOLLOWING APPLY?

- **Fever 100.0 or greater (self-reported)**
- New Cough (not associated with seasonal allergies)
- New Muscle Aches/Pain
- New Shortness of Breath
- New Sore Throat (not associated with seasonal allergies)
- Vomiting or Diarrhea
- Loss of Taste or Smell



Please use the QR code to complete the vendor / non-university of Kentucky employee screening prior to entering any UK facility.

Masks are also required prior to entry. Please attempt to bring a mask with you. If you do not have one you can obtain one at any main visitor/patient entry point.



THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

CORONAVIRUS VENDOR SCREENING

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THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

NOTICE

September 2, 2021

On August 4, 2021 UK HealthCare announced our mandatory COVID vaccination for all providers, staff, trainees, learners, and those who work in UK HealthCare facilities. Religious beliefs and medical contraindications as defined by the Americans with Disabilities Act will be considered.

This notice is being sent to you as a clinical contractor and/or vendor of University of Kentucky (“UKHC”).

All outside clinical contractors and vendors are asked to comply with UKHC’s health requirements in order to continue providing services to UKHC. This mandate is effective September 15, 2021.

Given the COVID-19 pandemic, and the necessity of protecting patient, employee, and visitor safety, UKHC is requiring all employees and representatives of clinical contractors and vendors working on-site at UKHC to meet UKHC’s COVID-19 mandate protocol. Therefore, UKHC will allow on-site only those individuals who either i) have completed the first vaccination against COVID-19, ii) are fully vaccinated against COVID-19 (i.e., will be two weeks past completing their complete COVID-19 vaccination series), or iii) received an exemption through the clinical contractor’s/vendor’s formal vaccine exemption process (see Appendix 1 for a sample COVID – 19 declination process and expected outcomes) from the COVID-19 vaccination requirement related to the individual’s medical contraindications or a sincerely held religious belief.

We are requesting all clinical contractors and vendors take an active approach in supporting our requirements, validating vaccinations, declination status, and testing compliance where needed. We are relying on you to:

- Upload vaccination documentation into the Vendormate portal by September 15, 2021.
- If Vendormate is not utilized, ensure a process is developed to maintain compliance of vaccination and exemption status.
- Prior to the commencement of any new agency booking, provide to UKHC a list of staff assigned to UKHC. Said list shall identify which staff are vaccinated and which staff have received exemptions in order that proper planning and supervision of staff may occur.
- Acknowledge that those staff who are not vaccinated and received an approved exemption will be subject to additional measures to reduce possible transmission of COVID-19 (e.g., daily screening, regular testing). As of September 15, 2021, staff will need to complete weekly testing. All testing must be a PCR test and completed within 96 hours prior to visiting any UKHC clinical site. (Appendix 2)
- Secure appropriate authorization from staff before sharing their information with UKHC, relating to staffs' vaccination status and/or approved exemption from the COVID-19 vaccination requirement.
- **Acknowledge that those individuals who have not been fully vaccinated against COVID-19 or have not been exempted from the COVID-19 vaccination requirement and/or are not following appropriate testing measures will not be permitted to work at any UK HealthCare facility or building after September 15, 2021.**
- Communicate protocol requirements to individuals working within any UK HealthCare facility or building. This includes symptom screening expectations, wearing a mask and appropriate PPE and practicing social distancing. (<https://covid-19.ukhc.org/wp-content/uploads/sites/121/2020/06/COVID-19-Screening-Protocol-for-Students-Learners.pdf>).
- Universal masking (across all UK HealthCare facilities) is required at all times except when eating or drinking. Cloth masks are not allowed for patient/family facing work.
- **Screening for COVID-19 symptoms must be completed daily via the UK HealthCare web-based tool (<https://app.mc.uky.edu/c19s/VendorScreener>) or upon arrival to the**

facility. This is an OSHA requirement. Individuals who fail any portion (if they are following our screening) cannot work and will not be permitted into any of the UK HealthCare facilities until the issue is addressed and the individual is compliant with the UK HealthCare COVID-19 policies. Failure includes having 2 or more symptoms or a fever only.

- Develop a process and maintain a record of employee acknowledgment and agreement to follow the guidelines which should be available upon request.
- Designate a responsible person/team to monitor compliance with vaccination, declination, testing requirements (if applicable), screening, masking, and social distancing. Reporting of status to adherence to the UK HealthCare protocols should be provided as needed on an on-demand basis.
- Identify an individual who we can communicate employee compliance via email and phone, if necessary.
- Develop a process for notification back to UKHC Infection Prevention and Control (IPAC) team if a student turns positive after an observation or rotation at UK HealthCare. These will need to be recorded, evaluated and action plan developed that would mitigate any potential exposures.

We thank you for your continued partnership and support.

Colleen Swartz, Vice President for Hospital Operations

Pete Gilbert, Senior Vice President and Chief Operations Officer

Mark Newman, MD, Executive Vice President for Health Affairs

For questions:

- For additional or specific questions related to these requirements please contact UKHC purchasing
- For COVID vaccination and screening requirement questions, please contact our IPAC department using at 859-323-6337.

Appendix 1

SAMPLE: COVID – 19 Declination Process and Outcome Expectations

Declination Request Reason	Additional Details	Outcome	Expectation for all unvaccinated persons in a UK HealthCare facility
Religious	Letter expressing sincerely held religious beliefs as to COVID-19 vaccine		
Medical	Documented anaphylaxis to previous dose of COVID-19 vaccine; or documented allergy to the vaccine or a component of the vaccine	Approved with education and access to vaccination resources	<p>Daily health attestation screening; Masking while in a UK HealthCare facility; and</p> <p>Tier 4: weekly PCR testing Tier 3: biweekly PCR testing Tiers 2 and 1: no testing</p> <p><i>*negative PCR test results in re-triggering of regular testing protocol until vaccination status updated or UK HealthCare moves out of high-level Tiers</i></p> <p><i>**Positive PCR testing will place individual on “hold” until either 90 days post positive test, vaccination status updated, or UK HealthCare moves out of high-level Tiers</i></p>
Written letter from treating physician indicating medical contraindication or reasons they do not endorse vaccination for their patient			
Pregnant or trying to become pregnant	Deferred until 6 weeks post-delivery with education and access to vaccination resources		
Any other medical reasons, not specified by treating provider	Denied request, with education and access to vaccination resources; but provide the option to go back and re-request with “refusal” selected		

Appendix 2

Any individuals who work on site in any UK HealthCare facility will be tested on this frequency if not vaccinated.

Under tier 4: weekly

Under tier 3: biweekly

Tiers 2 and 1: no testing

All testing must be PCR test only and completed per timing requirement outlined

Frequently asked questions

1. Our agency no longer sends staff to UK HealthCare. How do I close this agreement?

In the event you no longer have staff at UK HealthCare, contact Paul Reister (Paul.reister@uky.edu).

2. Where should I send my staff lists indicating vaccination and exemption status?

- If Vendormate is utilized, the staff must upload documentation via that system.
- All other staff, provide the list(s) to your primary point of contact at UKHC

3. Do I need to send you PRC testing results for those staff on an approved exemption?

No. Management and oversight of the PCR testing compliance should be validated by the agency. You will only need to send a notification (no more than 96 hours prior to the clinical rotation) via email indicating the exempt staff is approved for working within UKHC.

4. Our staff are in the hospital on a weekly basis. How often will approved declination staff need to be tested?

Right now, PCR testing is required weekly.

5. Could the testing frequency change?

Yes. We are monitoring case volumes and testing need daily. Appendix 2 lists the schedule.

6. What notification is needed if a staff member turns positive after a shift at UK HealthCare?

Please contact the UK HealthCare Infection Prevention and Control Department by phone (859-323-6337) as soon as the information is known.

7. For staff just starting their vaccination series, what is the deadline for completing and meeting the mandate protocol?

We understand there are different timeframes with each vaccine brand. To meet this protocol, staff must complete the first vaccination against COVID-19 by September 15. We are asking they complete the vaccine series as recommended by the manufacturer and CDC.

8. Is there someone I can contact if I have questions about the declination process or working through a declination request?

A sample decision grid has been provided to support you (if you don't already have a process in place). You can also contact us at vaccinequestions@uky.edu. We will work to respond to you within one business day.

9. Is UK HealthCare offering vaccinations to agency/vendor staff?

Yes. Vaccination against COVID-19 is now available for anyone age 12 and over. Vaccination is being offered by UK HealthCare free, and insurance is not required. Full details are available on our COVID-19 vaccination information website: <https://ukhealthcare.uky.edu/covid-19/vaccine>.



louisville arena authority

Date: November 1, 2023
To: Commonwealth of Kentucky Finance and Administration Cabinet
Attn: Ryan Barrow
From: Leslie Geoghegan, Chair, Louisville Arena Authority (the "LAA" or the "Corporation")
Don Parkinson, Chair, Louisville Arena Authority Finance Committee
Re: Louisville Arena Authority's CPBOC Report

The purpose of this memo is to satisfy the Corporation's annual requirement pursuant to Section 8.22 of the Loan Agreement and KRS 65.4931 as listed below:

Section 8.22. Compliance with KRS 65.4931. The Corporation shall comply with the requirements of KRS 65.4931 for so long as any Bond is Outstanding under the Bond Indenture, including (i) providing CPBOC a CPBOC Report on or before November 1st each year; and (ii) if the Corporation has not directed the Bond Trustee to redeem Outstanding Bonds within any Redemption Test Period as required by KRS 65.4931(3), the final CPBOC Report for such Redemption Test Period shall contain an Alternative Payment Plan regarding the Corporation's use of Excess Revenues. The Corporation shall provide the Bond Insurer and the Bond Trustee a copy of each CPBOC Report provided to CPBOC pursuant to KRS 65.4931.

The Corporation is currently in a Redemption Test Period which began (but includes) November 1, 2022 and will end on (but exclude) November 1, 2025. The Corporation and its Board of Trustees may propose an Alternative Prepayment Plan to direct the Bond Trustee to maintain capital improvements at the KFC Yum! Center and/or redeem Outstanding Bonds. The Corporation intends to continue applying excess revenues in accordance with the Bond Trust Indenture. Currently, the Corporation is enjoying over 5% investment income return on its cash balances and is evaluating an Alternative Prepayment Plan. More information will be shared with CPBOC once an Alternative Payment Plan is established.

2022 and 2023 Financial Summary

A copy of the LAA's Audited Financial Statements for the period January 1, 2022 to December 31, 2022 is enclosed. In FY 2022, the LAA optionally prepaid \$30.9 million of the outstanding Series 2017 Bonds. The Audited Financial Statements for January 1, 2023 to December 31, 2023 will be prepared by Dean Dorton Allen Ford PLLC with expected completion in Spring 2024. The LAA paid \$7.5 million in debt service on June 1, 2023 on the Series 2017 Bonds and has funded its \$12.2 million payment due December 1, 2023. As of today, the Renovation and Replacement Fund has a balance sufficient to meet immediate capital needs of the Authority.

2023 Operating Summary

During ASM's 2022-2023 Fiscal Year, the Arena hosted 119 events including 20 concerts, 20 UofL men's basketball games, 15 UofL women's basketball games, 7 family shows, 8 sporting events, 20 meetings/banquets, 5 Feld shows, 3 other events and 21 community engagement events.



louisville arena authority

Thank you for your attention on this matter.

Sincerely

A handwritten signature in black ink, reading "Leslie G. Geoghegan".

Leslie Geoghegan
Chair, Louisville Arena Authority

Attachment:
2022 LAA Audited Financial Statements

LOUISVILLE ARENA AUTHORITY, INC.
Louisville, Kentucky

FINANCIAL STATEMENTS
December 31, 2022 and 2021

LOUISVILLE ARENA AUTHORITY, INC.
Louisville, Kentucky

FINANCIAL STATEMENTS
December 31, 2022 and 2021

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Louisville Arena Authority, Inc.
Louisville, Kentucky

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Louisville Arena Authority, Inc. (the Authority), which comprise the statements of financial position as of December 31, 2022 and 2021, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Louisville Arena Authority, Inc. as of December 31, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for one year from the date the financial statements are available to be issued.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

(Continued)

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 19, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Crowe LLP". The letters are cursive and fluid.

Crowe LLP

Louisville, Kentucky
May 19, 2023

LOUISVILLE ARENA AUTHORITY, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Cash and cash equivalents	\$ 3,892,856	\$ 3,750,288
Other receivables	2,073,009	981,866
Prepaid expenses	227,000	221,000
Assets limited as to use – restricted to bond indenture	56,413,204	68,260,746
Property and equipment, net	<u>297,229,469</u>	<u>306,099,605</u>
Total assets	<u>\$ 359,835,538</u>	<u>\$ 379,313,505</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 1,299,042	\$ 1,247,051
Accrued expenses and other	2,951,813	3,174,603
Deferred revenues	1,263,000	-
Note payable	2,000,269	2,500,269
Bonds payable	<u>340,088,251</u>	<u>375,161,019</u>
	347,602,375	382,082,942
Net assets		
Without donor restrictions	<u>12,233,163</u>	<u>(2,769,437)</u>
Total liabilities and net assets	<u>\$ 359,835,538</u>	<u>\$ 379,313,505</u>

See accompanying notes to financial statements.

LOUISVILLE ARENA AUTHORITY, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
Years ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenues and support		
Metro Louisville guarantee	\$ 12,000,000	\$ 10,800,000
Tax increment financing payments	5,886,782	1,233,162
Federal grant revenue	12,000,000	-
Naming rights revenue	2,081,000	410,000
University of Louisville guarantee	2,420,000	2,420,000
Sponsorship revenue	4,861,199	1,682,081
Suite and premium seating revenue	1,457,597	1,321,460
Gain from operations contract, net	1,601,342	-
Debt forgiveness	500,000	401,370
Capital subsidy	-	125,000
Other operating income	<u>100,874</u>	<u>120,904</u>
Total operating revenues and support	42,908,794	18,513,977
Operating expenses		
Depreciation	9,848,380	9,229,436
Professional fees	268,894	345,098
Payments to University of Louisville	1,643,100	1,307,489
Loss from operations contract, net	-	3,627,721
Other expenses	<u>350,998</u>	<u>383,447</u>
Total operating expenses	<u>12,111,372</u>	<u>14,893,191</u>
Change in net assets before other revenue (expense)	30,797,422	3,620,786
Interest income (expense)		
Interest income	813,101	21,100
Interest expense	<u>(16,607,923)</u>	<u>(17,074,087)</u>
Total interest income (expense)	<u>(15,794,822)</u>	<u>(17,052,987)</u>
Change in net assets	15,002,600	(13,432,201)
Net assets at beginning of year	<u>(2,769,437)</u>	<u>10,662,764</u>
Net assets at end of year	<u>\$ 12,233,163</u>	<u>\$ (2,769,437)</u>

See accompanying notes to financial statements.

LOUISVILLE ARENA AUTHORITY, INC.
STATEMENTS OF CASH FLOWS
Years ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 15,002,600	\$ (13,432,201)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation and amortization	9,840,612	9,423,106
Debt forgiveness of note payable	(500,000)	(401,370)
Changes in:		
Other receivables	(1,091,143)	(394,570)
Prepaid expenses	(6,000)	79,392
Accounts payable	51,991	896,426
Accrued expenses and other	(222,790)	(84,748)
Deferred revenues	<u>1,263,000</u>	<u>(52,691)</u>
Net cash from operating activities	24,338,270	(3,966,656)
Cash flows from investing activities		
Purchases of property and equipment	(978,244)	(6,737,413)
Net change in assets limited as to use – restricted to bond indenture	<u>11,847,542</u>	<u>13,718,521</u>
Net cash from investing activities	10,869,298	6,981,108
Cash flows from financing activities		
Payments on bonds payable	<u>(35,065,000)</u>	<u>(3,705,000)</u>
Net cash from financing activities	<u>(35,065,000)</u>	<u>(3,705,000)</u>
Change in cash and cash equivalents	142,568	(690,548)
Cash and cash equivalents at beginning of year	<u>3,750,288</u>	<u>4,440,836</u>
Cash and cash equivalents at end of year	<u>\$ 3,892,856</u>	<u>\$ 3,750,288</u>
Supplemental Information		
Cash paid for interest	\$ 16,743,482	\$ 16,880,417

See accompanying notes to financial statements.

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE A – NATURE OF AUTHORITY AND OPERATIONS

Louisville Arena Authority, Inc. ("the Authority") is a Kentucky non-stock, non-profit corporation formed in January 2006. The Authority operates a multi-use arena in Downtown Louisville, Kentucky.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Basis of Accounting: The financial statements for the Authority have been prepared on the accrual basis of accounting.
2. Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.
3. Cash and Cash Equivalents: The Authority considers all highly liquid investments with a maturity when purchased of three months or less, and which are not designated for a specific purpose, to be cash equivalents. The Authority typically maintains balances in excess of federally insured limits. Cash and cash equivalents without restrictions are included in the statements of cash flows.
4. Investment Valuation and Income Recognition: The Authority's investments are reported at fair value. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Realized gains and losses are reported in the change of net assets when securities are sold. Unrealized holding gains, and losses are reported in the change in net assets at period end.
5. Other Receivables: Receivables from the Authority's various funding sources are recorded at their net realizable value based on contractual agreements. The Authority does not charge interest on past due receivables. At December 31, 2022 and 2021, no allowance was recorded as management considered all receivables to be collectible.
6. Assets Limited as to Use: The Authority has established separate accounts to hold assets limited as to use. The senior reserve fund, senior interest fund, bond sinking fund, renovation and replacement fund, excess net cash flow fund, arena revenue fund, TIF revenue fund, and Metro revenue fund are to be funded and utilized as established in the Bond Trust Indenture (See Note D).
7. Property and Equipment: Property and equipment is stated at cost at the date of acquisition or fair value at the date of donation and depreciated on the straight-line basis over the estimated useful lives of the respective assets ranging from 3 to 40 years. Software is being amortized on the straight-line basis over a three-year estimated useful life.

The Authority reviews for the impairment of long-lived assets subject to depreciation and amortization, including property and equipment, whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable in accordance with ASC 350 and ASC 360. Specifically, this process involves comparing the Authority's asset carrying values to the estimated undiscounted future cash flows the assets are expected to generate over their remaining lives. If this process were to result in the conclusion that the carrying value of long-lived assets would not be recoverable, then a write down of the assets would be recorded through a charge to earnings equal to the difference in the fair value of the assets and their carrying value. No such impairment losses were recognized for the years ended December 31, 2022 and 2021.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

8. Bond Issuance Costs: Bond issuance costs are amortized using the effective interest method over the life of the respective bond issues. Amortization expense was \$1,093,765 and \$843,629 for years ended December 31, 2022 and 2021, respectively. Bond issuance costs, net of accumulated amortization is included in bonds payable in the accompanying statements of financial position. Net bond issuance costs at December 31, 2022 and 2021 were \$11,882,543 and \$12,976,308, respectively. The related accumulated amortization at December 31, 2022 and 2021 was \$4,498,491 and \$3,404,726, respectively. Amortization expense for future years is approximately \$818,000 in 2023, \$804,000 in 2024, \$788,000 in 2025, \$771,000 in 2026 and \$752,000 in 2027.
9. Deferred Revenues: Deferred revenues represent funds received for naming rights revenue that has yet to be recognized as revenue. Deferred revenues related to naming rights revenue is recognized as income in the year they are considered earned.
10. Revenue Recognition: The Metro Louisville guarantee and tax increment financing payments are recognized as revenue in the year that they are received. Naming rights, sponsorships, suite and premium seating, and revenue from operations contracts are recognized on a systematic basis as earned over the term of the contracts. See Note C for a description of the contractual arrangements.
11. Income Taxes: The Authority received a ruling from the Internal Revenue Service indicating that it qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no income taxes have been provided in the accompanying financial statements. The Kentucky Department of Revenue has granted the Authority exemption from sales tax on purchases made for its exempt purpose and has also issued the Authority an exemption from ad valorem tax as a "purely public charity."

The Authority has no material uncertain income tax positions which would result in a liability to the Authority. The Authority recognizes interest and/or penalties related to income tax matters in income tax expense. The Authority recognized no interest or penalties on income taxes in its statements of activities and changes in net assets for the years ended December 31, 2022 or 2021. Due to its tax-exempt status, the Authority is not subject to U.S. federal income tax or state income tax.

The Authority recognizes a tax position as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. The Authority's open audit periods are 2019 through 2022. The Authority does not expect its unrecognized tax benefits to significantly change in the next 12 months.

12. Recently Adopted Accounting Pronouncement: Accounting Standards Updated ("ASU") 2016-02 (the New Lease Standard) requires lessees to recognize a lease liability and a right-of-use (ROU) asset on the balance sheet for most operating leases, except for those leases with an original term of 12 months or less. Accounting for finance leases and accounting for lessor are substantially unchanged. The New Lease Standard is effective for fiscal years beginning after December 15, 2021.

As discussed within Note C, the Authority is a lessor in lease agreements with University of Louisville and wireless carriers. The Authority does not have any lease agreements in which they are the lessee. As such, the Authority does not have a right-to-use asset or lease liability recorded on the statements of financial position as of December 31, 2022 and 2021.

13. Subsequent Events: Subsequent events for the Authority have been considered through the date of the Independent Auditor's Report, which represents the date the financial statements were issued.

(Continued)

NOTE C – CONTRACTUAL ARRANGEMENTS

1. Event Management Agreement:

AEG Management Louisville, LLC: The Authority entered into an Operations Management Agreement (“Agreement”) with AEG Management Louisville, LLC (“AEG”) to be the sole, independent manager for the arena with complete authority over and responsibility for its day-to-day operations including its management. The Agreement was effective on July 1, 2012 and has been amended and extended through June 30, 2027. The Agreement may be terminated by either party upon 90 days prior notice.

The fees for this contract include the following: 1) a Fixed Fee of \$700,000 for the year adjusted annually up to 1.5% throughout the term of the agreement in accordance with increases in the Consumer Price Index (“CPI”) for all Urban Consumers; 2) an Incentive Fee up to \$35,000 per year subject to operating results; and 3) signing bonuses of \$1,100,000 due in July 2012, \$1,000,000 due in May 2016 and \$500,000 due in July 2022. The signing bonuses due in July 2012 and May 2016 were amortized from the effective date of the Agreement through the July 31, 2017 termination penalty clause date in the Agreement.

In 2017, the Agreement was amended with the following provisions. The guaranty of \$1,500,000 annually was replaced with a Performance Expectation of \$1,500,000. In the event AEG does not meet or exceed this Performance Expectation during each of any two consecutive Operating Years, upon notice from the Authority, then AEG may opt, but is not contractually obligated, to cure such shortfall. In the event AEG declines or fails to cure such shortfall, the parties shall meet to negotiate a mutually agreeable reduction to the Fixed Fee for the following Operating Year. In the event that the parties are not able to agree to a reduction to the Fixed Fee, the Authority may terminate the Agreement.

A reconciliation of gain/loss under the contract for the years ended December 31 is as follows:

	<u>2022</u>	<u>2021</u>
Management fee to AEG	\$ (747,813)	\$ (736,762)
Operational profits (losses)	1,886,268	(2,903,811)
Incentive fee to AEG	(37,113)	-
Signing bonus	500,000	-
Other settlements	-	12,852
	<u>\$ 1,601,342</u>	<u>\$ (3,627,721)</u>

2. Humana Agreement: As part of the Definitive Property Sale and Relocation Agreement with Humana, Inc. (“Humana”), the Authority conveyed to Humana the use of a suite in the Arena rent-free for a period of twenty years. Further, Humana was not charged the initial fee and suite build-out charges. At December 31, 2022 and 2021, the value related to the suite was \$517,443 and \$588,233, respectively, which is included in accrued expenses and other in the accompanying statements of financial position. The amortization period extends through 2028.

3. LASEP, Team Services, and Learfield Agreement: The Authority has an agreement with LASEP, LLC, (“LASEP”) and Learfield Corporation, Inc., (“Learfield”), to provide services in connection marketing and sponsorship sales rights relating to the Arena. The agreement has an effective date of March 31, 2008 and was extended through June 30, 2027.

(Continued)

NOTE C – CONTRACTUAL ARRANGEMENTS (Continued)

Under the terms of the agreement, exclusive sponsorship rights have been granted to LASEP by the Authority and are being guaranteed by Learfield. In return for their marketing services, the agreement provides for the allocation of qualified sponsorship payments between LASEP and the Arena.

In exchange for the exclusive sponsorship rights, LASEP agreed to pay the Authority a qualified sponsorship payment (“QSP”) annually. The QSP was calculated as a percentage of gross revenues (as defined per the agreement), or an annual minimum of \$2,500,000 for 2016. For the first \$4,000,000 of gross revenues (as defined per the agreement), the Authority receives a QSP of 75% of the gross revenues. For gross revenues in excess of \$4,000,000, the Authority receives a QSP of 65% of the gross revenues.

In 2017, the agreement was amended as follows: 1) The Term of the agreement was amended with an effective date of July 1, 2017 through June 30, 2027. 2) The Guaranteed QSP was adjusted to start at \$3,750,000, escalating each year up to \$5,650,000 in 2026-27. 3) In addition to the QSP, LASEP shall pay the LAA 50% of the annual Adjusted Gross Revenue (“AGR”) above the defined AGR Share Hurdle amounts stated in the agreement. 4) LASEP shall make Capital Subsidy Payments totaling \$1,625,000 over the life of the amended Term. Capital Subsidy Payments totaled \$0 and \$125,000 in 2022 and 2021, respectively.

4. Naming Rights: The current naming rights agreement with Yum! Brands, Inc. has an effective term from October 1, 2020 through September 30, 2031. The first two years of the contract contain a performance condition based on the number of regular-season, televised University of Louisville varsity men’s basketball games in the Arena, and the remaining nine years are based on contractual annual payments. Naming rights revenue recognized in 2022 and 2021 was \$2,081,000 and \$410,000, respectively.
5. PARC Agreements: The Authority entered into a Garage Operating Agreement with Parking Authority of River City (“PARC”), expiring September 30, 2044. Under the terms of the agreement, PARC is responsible for the operations and maintenance of the garage. In addition, the agreement specifies parking requirements for basketball games and arena events. Under this agreement, the Authority agreed to pay PARC each fiscal year beginning January 1, 2011, the first \$90,000 and 50% of amounts exceeding \$90,000 of net revenue received by the Authority related to the sale of naming rights to the garage and sponsorship signage sold in and on the garage. As of December 31, 2022 and 2021, there was no signage in and on the garage.
6. Centerplate Agreement: The Authority has a Concessions and Catering Services Agreement with Service America Corporation, d/b/a Centerplate (“Centerplate”). The agreement provides for Centerplate to be the sole provider of concessions and catering services in the arena. The initial term of the agreement ended December 31, 2020, with the option to be extended for two additional five-year periods at the agreement of both parties. Under the terms of the agreement, Centerplate agrees to pay annual commissions to the Authority based on varying rates of gross receipts (for concessions, catering and merchandise) received at the arena. The new event management contract with AEG effective July 1, 2012 transfers the Centerplate revenue to AEG. The Authority recorded an accrued expense of \$1,186,369 to satisfy amounts earned by AEG during the period July 1, 2012 through December 31, 2012 that the Authority had received through the January 1 advance.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE C – CONTRACTUAL ARRANGEMENTS (Continued)

In addition, as part of this agreement, during 2009, Centerplate advanced the Authority \$1,000,000. During 2010, Centerplate advanced the Authority an additional \$6,500,000, for a total of \$7,500,000. This noninterest bearing loan was initially amortized monthly on a straight-line basis over a 15-year period ending in October 2025. For each monthly period that the agreement remains effective from the first public event, Centerplate forgave one-one hundred eightieth (1/180th) of the loan in favor of the Authority.

Effective December 31, 2020, the agreement was amended as follows: 1) The term of the agreement was extended through December 31, 2021; and 2) The amortization of the loan was suspended for a period of one year, from March 13, 2020 through March 13, 2021, due to the disruption of business from the COVID-19 Pandemic.

Effective November 15, 2021, the agreement was further amended as follows: 1) The term of the agreement was extended through June 30, 2027; 2) The amortization period over which the remaining balance of the loan is to be forgiven was updated to a 5-year period ending in October 2026; 3) New adjusted gross receipts thresholds and calculations were established for purposes of calculating commissions for the extended term of the agreement beginning in 2022; and 4) Centerplate is required to invest up to \$1,200,000 toward certain projects over the extended term of the agreement.

During the years ended December 31, 2022 and 2021, Centerplate forgave \$500,000 and \$401,370, respectively, of the loan balance. The outstanding balance of the loan is \$2,000,269 and \$2,500,269 at December 31, 2022 and 2021, respectively, which is classified as a note payable in the accompanying statements of financial position.

7. **ULAA Agreement:** The Authority entered into a Lease Agreement with the University of Louisville Athletic Association, Inc. ("ULAA") as of July 3, 2008. The agreement ensures the arena is designed to meet ULAA's needs as the primary tenant and establishes a lease term through September 2044.

In 2017, the agreement was amended as follows: 1) The Term was adjusted to terminate on the earliest of (i) September 30 of the year in which the commitment of the Commonwealth of Kentucky to pay tax increments to the Authority under the LAA Tax Increment Financing District terminates, (ii) the date of the final payment of the Bonds (or any bonds which refund the Bonds), or (iii) September 30, 2054. 2) ULAA may assess a Ticket Surcharge of up \$8.00 per ticket sold on Men's Basketball Games, with the Authority retaining the first \$2.00, and ULAA retaining up to \$6.00. 3) In addition to the obligations of ULAA to pay the Annual Net Payment to the Authority, ULAA shall remit an additional \$2,420,000 ("Additional Amount") annually during each year of the Term to the Authority. This sponsorship revenue is treated as an operating lease. There is no purchase option at the termination of the lease agreement.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE C – CONTRACTUAL ARRANGEMENTS (Continued)

Under this agreement, the Authority is leasing the arena to ULAA for all ULAA sponsored events. The agreement provides for rental rates regarding ULAA's use of the arena based on the type of event that is held as follows:

Type of Event	Rental Amount
Men's Basketball Game	Minimum of \$10,000 per game, or 10% of gross admissions receipts from the sale of tickets (net of taxes and ticket surcharges)
Women's Basketball Game	Minimum of \$5,000 per game, or 5% of gross admissions receipts from the sale of tickets (net of taxes and ticket surcharges)
Other University-Sponsored Events	Minimum of \$5,000 per event, or 5% of gross admissions receipts from the sale of tickets (net of taxes and ticket surcharges)
Private Suite Rentals and Premium Seating	12% of the net revenue for the year

Total suite and premium seating revenues of \$1,457,588 and \$1,321,460 were recorded for the years ended December 31, 2022 and 2021, respectively. These amounts represent the pro-rata portion of total revenues for the number of men's basketball games from the 2022-2023, 2021-2022, and 2020-2021 seasons that occurred during the years ended December 31, 2022 and 2021.

In addition, this agreement also provides for the allocation of certain revenues between the Authority and ULAA as follows:

Type of Revenue	Allocation of Revenues
Program Sales and Program Advertisements	All proceeds will be retained by ULAA.
Concessions and Catering	Payments received from third-party concession and catering sales will be allocated 50% to the Authority and 50% to ULAA for all University sponsored events.
Gift Shop	Payments received from gift shop sales will be allocated 50% to the Authority and 50% to ULAA for all events.
Signage	Effective 2013, ULAA and the Authority agreed to fixed annual payments for permanent signage sales based on a gross revenue sharing calculation as defined in the agreement for 2016, which includes signage (noted above).

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE C – CONTRACTUAL ARRANGEMENTS (Continued)

Type of Revenue	Allocation of Revenues
Video Boards	Effective 2013, ULAA and the Authority agreed to fixed annual payments for permanent signage sales based on a gross revenue sharing calculation as defined in the agreement for 2016, which includes signage (noted above).

For the years ended December 31, 2022 and 2021, the Authority recorded expenses totaling \$1,643,100 and \$1,307,489, respectively, related to concessions and catering revenues owed to ULAA, signage and video revenues owed to ULAA, and the value of suites utilized under the sponsorship agreements. For the year ended December 31, 2022, \$1,106,067 was recorded for signage and video revenues owed to ULAA and \$537,033 was recorded for concessions and catering revenues and the value of suites utilized. For the year ended December 31, 2021, \$895,772 was recorded for signage and video revenues owed to ULAA and \$411,717 was recorded for concessions and catering revenues and the value of suites utilized. Amounts payable to ULAA at December 31, 2022 and 2021 were \$1,080,711 and \$876,662, respectively, and are included in accounts payable in the statements of financial position.

Under the ULAA agreement, all of the previously listed transactions are to be remitted on a net basis, settled April 1 of each year. At December 31, 2022, the Authority had a net payable from ULAA of \$218,003. At December 31, 2021, the Authority had a net receivable from ULAA of \$23,306.

TPI Agreement: The Authority has an agreement with Telecommunication Properties, Inc. (“TPI”) to provide consulting and management services of the Distributed Antenna System (“DAS”) project within the arena. Under the terms of the agreement, TPI will solicit license proposals and negotiate licenses with fiber and wireless carriers to utilize the Authority’s DAS, provide project support for the installation of the DAS, maintain the accounting related to the project and assist with the monitoring and collection of the license fees. For these services, TPI will receive a 20% commission of the gross license revenues as defined in the agreement.

As of December 31, 2022, three wireless carriers are participating in the DAS program, and based upon the license terms, these agreements are accounted for as operating leases in accordance with ASC No. 840. Under the term of the agreements, the wireless carriers paid fees of \$1,634,016, net of the 20% commission. These fees are recognized as revenue on a straight-line basis over the 10-year period of the agreements. At December 31, 2022, the unrecognized portion of fees totaling \$52,691 was classified as deferred revenues in the statements of financial position. During the year ended December 31, 2021, the remaining portion of these fees was recognized as revenue.

8. Funding Agreements: The Authority received a grant commitment from the Commonwealth of Kentucky (the “Commonwealth”) that was amended in 2017. With the passage of House Bill 330 during the 2017 legislative session, the Commonwealth’s original pledge of tax increment financing for which payments began in 2010 has changed. The new law extends the tax increment financing through the earliest of (1) the date no bonds are outstanding, (2) December 31, 2054, or (3) upon election of the state to terminate the TIF contract, which cannot occur without the consent of the trustee. The new law eliminates the \$265,000,000 limitation on the aggregate increment paid by the Commonwealth on a cumulative basis and also includes several reporting and compliance provisions.

(Continued)

NOTE C – CONTRACTUAL ARRANGEMENTS (Continued)

The Authority entered into an Amended and Restated Memorandum of Agreement with Louisville/Jefferson County Metro Government (“Metro”). Metro subsequently passed Ordinance No. 143, Series 2007, which provides guaranteed payments from Metro to the Authority not to exceed \$309,000,000 to pay a portion of the cost of acquisition, construction and installation of the arena project. The payments, scheduled to commence November 2010 and continue until November 2039, include minimum annual guaranteed payments ranging from \$6,533,333 to \$7,200,000 plus potential additional annual payments ranging from \$3,266,667 to \$3,600,000 should the required debt service exceed revenue from all sources. The Metro agreement required the Authority to reduce such guaranteed payment by any excess net cash flow (as defined in the agreement) generated by the Authority.

During 2017, a Second Amended and Restated Memorandum of Agreement was entered into concurrent with the delivery date of the bonds, modifying the Metro agreement. Under the 2017 agreement, Metro has agreed to pay an annual payment of \$10,800,000 on or before November 1 of each year starting in 2018 and continuing to the earliest of (1) September 30 of the year in which associated TIF payments cease, (2) the final payment of the bonds, or (3) September 30, 2054. The 2017 agreement with Metro eliminates the concept of minimum and maximum payments contained in the original Metro agreement.

In 2022, the Commonwealth entered into an agreement to provide a \$12,000,000 grant from the State Fiscal Recovery Fund of the American Rescue Plan Act of 2021 to support the Authority and help cover a portion of the lost revenue due to COVID. This grant was conditional upon Metro providing a dollar-for-dollar match. Metro satisfied the \$12,000,000 match through the existing \$10,800,000 annual payment from the 2017 agreement and an additional \$1,200,000 grant provided in 2022. Both the \$12,000,000 grant from the Commonwealth and the additional \$1,200,000 grant from Metro were awarded, spent and received in 2022 and thus recognized as revenue.

NOTE D – CONTRACTUAL ARRANGEMENT OF BONDS

Pursuant to the issue of Kentucky Economic Development Finance Authority Louisville Arena Project Revenue Bonds (see Note H) and the Bond Trust Indenture dated December 1, 2017, Regions Bank (the “Trustee”), holds investments, conducted transactions as directed by the Authority, and maintained appropriate books and records to account for all funds established under the trust indenture.

The 2017 Bond Trust Indenture provides for the issuance of the bonds and the establishment of the following accounts to be held by the Trustee:

Senior Reserve Fund: This fund is to be maintained while the bonds remain outstanding and is to be used to satisfy the Senior Interest Fund (the “Senior Funds”) obligations, if such amounts in the Senior Funds are insufficient. At December 31, 2022 and 2021, the balance was \$15,593,882.

Senior Interest Fund: This fund is used to hold deposits used solely to pay interest on the Senior Bonds and to pay any reimbursement obligations to the bond issuer (the “Senior Interest Funds”). At December 31, 2022 and 2021, the balance was \$196,541 and \$4,318, respectively.

Bond Sinking Fund: This fund is used to hold deposits used solely to pay principal on the Bonds. At December 31, 2022 and 2021, the balance was \$868 and \$16, respectively.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE D – CONTRACTUAL ARRANGEMENT OF BONDS (Continued)

Renovation Replacement Fund: This fund is used to hold deposits for potential future repairs, renovations and replacements. At December 31, 2022 and 2021, the balance was \$4,089,964 and \$4,039,495, respectively.

Excess Net Cash Flow Fund: This fund is available for transfer to the Renovation and Replacement Fund, and Operation and Maintenance account on Senior Reserve Fund. At December 31, 2022 and 2021, the balance was \$23,061,052 and \$46,338,777, respectively.

Arena Revenue Fund: This fund is used to hold deposits from Arena revenues. At December 31, 2022 and 2021, the balance was \$9,262,032 and \$2,284,059, respectively.

TIF Revenue Fund: This fund is used to hold deposits of TIF revenues. At December 31, 2022 and 2021, the balance was \$16,452 and \$14, respectively.

Metro Revenue Fund: This fund is used to hold deposits of Metro revenues. At December 31, 2022 and 2021, the balance was \$4,185,859 and \$185, respectively.

Cash Redemption Fund: This fund is used for is for prepaying the series 2017 bonds. At December 31, 2022 and 2021, the balance was \$6,553 and \$0, respectively.

NOTE E – OTHER RECEIVABLES

Other receivables at December 31, 2022 and 2021 consist of the following:

	<u>2022</u>	<u>2021</u>
ULAA lease receivable	\$ 862,708	\$ 899,968
AEG operational receivable	1,077,095	-
Other	<u>133,206</u>	<u>81,898</u>
	<u>\$ 2,073,009</u>	<u>\$ 981,866</u>

NOTE F – ASSETS LIMITED AS TO USE

Investments are stated at estimated fair value and include the funds established by the Bond Trust Indenture. At December 31, 2022 and 2021, investments consist of the following:

	<u>2022</u>	<u>2021</u>
Money market funds	<u>\$ 56,413,204</u>	<u>\$ 68,260,746</u>

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE G – PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2022 and 2021 consist of the following:

	<u>2022</u>	<u>2021</u>
Land and land improvements	\$ 91,605,539	\$ 91,605,539
Building and improvements	284,209,605	284,209,605
Equipment	32,305,317	31,327,073
Furniture and fixtures	6,224,321	6,224,321
Software	<u>79,134</u>	<u>79,134</u>
	414,423,916	413,445,672
Accumulated depreciation and amortization	<u>(117,194,447)</u>	<u>(107,346,067)</u>
	<u>\$ 297,229,469</u>	<u>\$ 306,099,605</u>

Depreciation expense was \$9,848,380 and \$9,229,436 for the years ended December 31, 2022 and 2021, respectively.

NOTE H – BONDS PAYABLE

On December 1, 2017, the Authority issued \$202,125,000 Series 2017A Bonds and \$175,640,000 Taxable Series 2017B Bonds, in order to a) refund the outstanding Series 2008A, 2008B and 2008C Series Bonds; b) fund a debt service reserve; c) provide certain working capital funds; d) fund a renovation and replacement fund; and e) pay expenses and costs incurred in connection with the issuance of the Bonds. \$365,458,292 has been deposited into escrow and held in cash or used to purchase permitted investments and will provide for all future debt service on the Series 2008 Bonds. Should amounts in escrow be insufficient to service debt, the Authority would be responsible for any shortfall. As of December 31, 2022, no shortfall is projected, and no liability is accrued. The Authority has removed the 2008 Series Bonds from its accounts, in the amount of \$345,113,246, net debt issuance costs and discounts including accreted interest. The legally defeased principal amount outstanding as of December 31, 2022 and 2021 was \$7,316,830 and \$12,189,173, respectively.

The Series 2017 bonds were issued at a premium. The amount of the original premium for the Series 2017 bonds was \$16,677,163. This premium is being amortized using the effective interest method over the life of the respective bonds. There was no amortization (interest expense) recognized during 2017 related to this bond issue. Total amortization recognized for the years ended December 31, 2022 and 2021 was \$1,101,534 and \$649,959, respectively.

At December 31, 2022 and 2021, bonds payable was as follows, including unamortized discount and debt issuance costs:

	<u>2022</u>	<u>2021</u>
Series 2017A Bonds	\$ 176,688,019	\$ 208,051,782
Series 2017B Bonds	<u>163,400,232</u>	<u>167,109,237</u>
Total	<u>\$ 340,088,251</u>	<u>\$ 375,161,019</u>

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE H – BONDS PAYABLE (Continued)

The bonds are insured by a municipal bond insurance policy issued by Assured Guaranty Municipal Corp. (the “Bond Insurer”), which guarantees the scheduled payments of principal and interest on the bonds when due. The Bond Insurer also issued a municipal bond debt service reserve insurance policy in the amount of \$15,593,882, and a \$10,000,000 liquidity reserve policy to make cash available to the Authority under certain circumstances through December 1, 2024.

The sources and uses of funds from the issue are as follows:

	Series 2017A <u>Bonds</u>	Series 2017B <u>Bonds</u>	<u>Total</u>
<u>Sources</u>			
Par amount	\$ 202,125,000	\$ 175,640,000	\$ 377,765,000
Net original issue premium	16,677,163	-	16,677,163
Existing Debt Service Reserve Fund	<u>8,703,297</u>	<u>7,209,658</u>	<u>15,912,955</u>
Total sources	<u>\$ 227,505,460</u>	<u>\$ 182,849,658</u>	<u>\$ 410,355,118</u>
<u>Uses</u>			
Deposit to Escrow Fund	\$ 209,506,475	\$ 155,951,817	\$ 365,458,292
Deposit to Operation and Maintenance Account	-	921,910	921,910
Deposit to Renovation and Replacement Fund	-	12,000,000	12,000,000
Deposit to Debt Service Reserve Fund	8,343,583	7,250,299	15,593,882
Cost of issuance ¹	<u>9,655,402</u>	<u>6,725,632</u>	<u>16,381,034</u>
Total uses	<u>\$ 227,505,460</u>	<u>\$ 182,849,658</u>	<u>\$ 410,355,118</u>

¹Includes costs of issuance, Underwriter’s discount, bond insurance premium, cost of debt service reserve surety and cost of liquidity reserve policy.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE H – BONDS PAYABLE (Continued)

Information regarding the Series 2017 bonds totaling \$340,088,251 and \$375,161,019 outstanding at December 31, 2022 and 2021, respectively, are below:

- A) Kentucky Economic Development Finance Authority
Louisville Arena Project Refunding Revenue Bonds, Series A

The Series 2017A bonds accrued interest based on varying rates and maturity dates as follows:

Matures December 1,	2022 Principal <u>Balance</u>	2021 Principal <u>Balance</u>	Interest <u>Rate</u>
2041	\$ 47,340,000	\$ 47,340,000	4.00%
2045	96,015,000	96,015,000	5.00%
2047	<u>27,870,000</u>	<u>58,770,000</u>	5.00%
	171,225,000	202,125,000	
Issuance premium	12,975,793	14,077,327	
Debt issuance costs	<u>(7,512,774)</u>	<u>(8,150,545)</u>	
 Total	 <u>\$ 176,688,019</u>	 <u>\$ 208,051,782</u>	

The Series 2017A bonds require semi-annual interest only payments due June and December 1, beginning June 1, 2018. Issuance premiums and debt issuance costs are amortized or accreted over the contractual terms of the bonds. The Series A Bonds maturing in 2041 and 2045 are subject to redemption at the option of the Authority on or after December 1, 2027. The Series 2017A Bonds maturing in 2047 are subject to redemption at the option of the Authority on or after December 1, 2022. Optional redemptions may be in whole or in part at a redemption price equal to the principal amount plus accrued interest without premium.

On December 1, 2022, the Authority, using excess net cash flow funds, redeemed \$30,900,000 of the series 2017A bonds, reducing future bond payments by \$1.2 million annually.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE H – BONDS PAYABLE (Continued)

The Series 2017B bonds accrued interest based on varying rates and maturity dates as follows:

Matures December 1,	2022 Principal <u>Balance</u>	2021 Principal <u>Balance</u>	Interest <u>Rate</u>
2022	\$ -	\$ 4,165,000	3.217%
2023	4,650,000	4,650,000	3.349%
2024	5,225,000	5,225,000	3.549%
2025	5,765,000	5,765,000	3.621%
2026	6,335,000	6,335,000	3.721%
2027	6,985,000	6,985,000	3.821%
2028	7,640,000	7,640,000	3.921%
2029	8,330,000	8,330,000	4.021%
2030	9,065,000	9,065,000	4.121%
2031	9,840,000	9,840,000	4.171%
2032	10,665,000	10,665,000	4.191%
2033	11,470,000	11,470,000	4.225%
2034	12,380,000	12,380,000	4.255%
2035	13,345,000	13,345,000	4.305%
2036	14,360,000	14,360,000	4.355%
2037	15,435,000	15,435,000	4.405%
2038	16,575,000	16,575,000	4.435%
2039	<u>9,705,000</u>	<u>9,705,000</u>	4.455%
	167,770,000	171,935,000	
Issuance premium	-	-	
Debt issuance costs	<u>(4,369,768)</u>	<u>(4,825,763)</u>	
Total	<u>\$ 163,400,232</u>	<u>\$ 167,109,237</u>	

The Series 2017B bonds require semi-annual interest payments due June and December 1, beginning June 1, 2018. Debt issuance costs are amortized over the contractual terms of the bonds. The Series B Bonds maturing in 2027 are subject to redemption at the option of the Authority on any date at a redemption price equal to the greater of a) 100% of the principal amount of the Series 2017B Bonds to be redeemed or b) the sum of the present values of the remaining scheduled principal and interest payments on the Series B Bonds to be redeemed, exclusive of interest accrued to the date fixed for redemption, discounted to the date of redemption on a semi-annual basis at a discount rate as defined.

The Series 2017B Bonds maturing on or after 2028 are subject to redemption at the option of the Authority on or after December 1, 2027, at a redemption price equal to the principal amount plus accrued interest without premium.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
 NOTES TO FINANCIAL STATEMENTS
 December 31, 2022 and 2021

NOTE H – BONDS PAYABLE (Continued)

Aggregate maturities of bonds payable (at their repayment value) at December 31, 2022 are as follows:

<u>Year ended December 1,</u>	<u>Principal</u>	<u>Accrued Interest</u>
2023	\$ 4,650,000	\$ 15,064,493
2024	5,225,000	14,908,765
2025	5,765,000	14,723,329
2026	6,335,000	14,514,579
2027	6,985,000	14,278,853
Thereafter	<u>310,035,000</u>	<u>183,653,597</u>
Total aggregate maturities	<u>\$ 338,995,000</u>	<u>\$ 257,143,616</u>

The fair value of the bonds at December 31, 2022 and 2021 was approximately \$339,732,000 and \$419,501,000, respectively. The fair value of long-term bonds payable are primarily based on the prices at which similar bonds have recently traded in the market and also considering the overall market conditions on the date of valuation.

The bonds are collateralized by funds held by the Trustee, assignment of agreements related to the operations of the Authority, TIF and Metro guarantee, along with a mortgage on the arena property and equipment.

NOTE I – FAIR VALUE

The fair values of cash and cash equivalents, other receivables, and accounts payable approximate the carrying amounts due to the short maturities of these instruments. The fair values of investments that are readily marketable are determined by obtaining quoted prices on nationally recognized securities exchanges or by quoted market prices of similar securities with similar due dates.

The fair value hierarchy prioritizes observable and unobservable inputs used to measure fair value into three broad levels. These levels, in order of highest to lowest priority are described below:

Level 1 - Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 - Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities. Level 3 includes values determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the Authority's own assumptions.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE I – FAIR VALUE (Continued)

Investment securities are exposed to various risks, such as interest rate, market and credit. Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the value of investment securities, it is at least reasonably possible that changes in risks in the near term would result in material changes in the fair value of investments and net assets of the Authority.

Assets measured at fair value on a recurring basis are summarized below:

	Fair Value Measurement at December 31, 2022 <u>(Level 1)</u>	Fair Value Measurement at December 31, 2021 <u>(Level 1)</u>
Assets limited to use:		
Money market funds	<u>\$ 56,413,204</u>	<u>\$ 68,260,746</u>

Money Market Funds: For these instruments, the carrying amount approximates the fair value (Level 1 Inputs).

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, the Authority believes its valuation methods are appropriate and consistent with other market participants. The use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE J – COMMITMENTS AND CONTINGENCIES

During the ordinary course of business, the Authority has been named as a defendant in certain legal actions. The ultimate resolution of these matters is not ascertainable at this time. Management anticipates that the resolution of these claims will have no material adverse effect on the Authority's operating results or financial position. Consequently, no provisions have been made in the financial statements related to these claims.

NOTE K – LIQUIDITY AND AVAILABILITY OF RESOURCES

Financial assets available for general expenditure (professional fees, sponsorships, signage and other expenses), that is, without donor or other restrictions limiting their use, within one year of the statement of net position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 3,892,856	\$ 3,750,288
Other receivables	<u>2,073,009</u>	<u>981,866</u>
Total	<u>\$ 5,965,865</u>	<u>\$ 4,732,154</u>

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE K – LIQUIDITY AND AVAILABILITY OF RESOURCES (Continued)

Assets limited as to use are a series of funds that were established by the Bond Trust Indenture and are not available for general expenditure (See Note D and Note F). These funds are designed whereby balances will be sufficient to cover annual debt service in addition to funding renovation and replacement and operations and maintenance accounts to be used for those purposes. The funds could be made available if necessary, to make interest and principal payments on the bonds as they come due.

The bonds are insured by a municipal bond insurance policy issued by Assured Guaranty Municipal Corp. (the “Bond Insurer”), which guarantees the scheduled payments of principal and interest on the bonds when due. The Bond Insurer also issued a municipal bond debt service reserve insurance policy in the amount of \$15,593,882, and a \$10,000,000 liquidity reserve policy to make cash available to the Authority under certain circumstances through December 1, 2024. The Policy was issued by the Bond insurer to be used solely to pay scheduled payments of principal and interest if necessary.

All future debt service on the Series 2008 Bonds will be funded by funds placed in escrow as described in Note H.

As part of the Authority’s liquidity management plan and the structure of the contractual arrangements described in Note C, liquid financial assets are expected to be available as the general expenditures, liabilities and other obligations become due.

On or before November 15th of each year, the Authority is required to file with the Trustee and Bond Insurer a written budget describing in reasonable detail the anticipated revenues and expenditures of the Arena.

NOTE L – FUNCTIONAL EXPENSES

Expenses categorized by their functional classification for the year ended December 31, 2022 are as follows:

	<u>Management and General</u>	<u>Program Services</u>	<u>Total</u>
Depreciation	\$ 131,851	\$ 9,716,529	\$ 9,848,380
Professional fees	268,894	-	268,894
Sponsorships	-	537,033	537,033
Signage	-	1,106,067	1,106,067
Other expenses	350,998	-	350,998
Interest expense	<u>222,348</u>	<u>16,385,575</u>	<u>16,607,923</u>
	<u>\$ 974,091</u>	<u>\$ 27,745,204</u>	<u>\$ 28,719,295</u>

(Continued)

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE L – FUNCTIONAL EXPENSES (Continued)

Expenses categorized by their functional classification for the year ended December 31, 2021 are as follows:

	<u>Management and General</u>	<u>Program Services</u>	<u>Total</u>
Depreciation	\$ 123,564	\$ 9,105,872	\$ 9,229,436
Professional fees	345,098	-	345,098
Sponsorships	-	411,717	411,717
Signage	-	895,772	895,772
Loss from operations contract, net	3,627,721	-	3,627,721
Other expenses	383,447	-	383,447
Interest expense	<u>228,589</u>	<u>16,845,498</u>	<u>17,074,087</u>
	<u>\$ 4,708,419</u>	<u>\$ 27,258,859</u>	<u>\$ 31,967,278</u>

Depreciation and interest expense are allocated based on square footage of the Arena related to management and general and programmatic purposes. Professional fees, sponsorships, signage, and other expenses are directly charged to the functional category to which they relate.

SUPPLEMENTAL INFORMATION

LOUISVILLE ARENA AUTHORITY, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 Year ended December 31, 2022

<u>Federal Grantor/ Program Title</u>	<u>Assistance Listing Number</u>	<u>Grant or Pass-through Number</u>	<u>Federal Expenditures</u>	<u>Amounts Awarded to Subrecipients</u>
<u>Department of the Treasury</u>				
Pass-through program from:				
Commonwealth of Kentucky – Tourism, Arts, and Heritage Cabinet				
COVID-19 - Coronavirus State Fiscal Recovery Fund of the American Rescue Plan Act of 2021	21.027	2300001151	\$ 12,000,000	\$ -
Total Federal Expenditures			<u>\$ 12,000,000</u>	<u>\$ -</u>

LOUISVILLE ARENA AUTHORITY, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended December 31, 2022

NOTE 1 - BASIS OF PRESENTATION

This schedule includes the federal awards activity of the Louisville Arena Authority, Inc. and is presented on the accrual basis of accounting. The federal information in this schedule is presented in accordance cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements

The Louisville Arena Authority, Inc. has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Louisville Arena Authority, Inc.
Louisville, Kentucky

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Louisville Arena Authority, Inc. (the "Authority"), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 19, 2023.

Report Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Crowe LLP". The letters are cursive and fluid.

Crowe LLP

Louisville, Kentucky
May 19, 2023

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR ONE MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Board of Directors
Louisville Arena Authority, Inc.
Louisville, Kentucky

Opinion on Major Federal Program

We have audited the Louisville Arena Authority, Inc.'s (the "Authority") compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on the Authority's major federal program for the year ended December 31, 2022. The Authority's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2022.

Basis for Opinion on Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

(Continued)

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Crowe LLP". The letters are cursive and fluid.

Crowe LLP

Louisville, Kentucky
May 19, 2023

LOUISVILLE ARENA AUTHORITY, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended December 31, 2022

SECTION 1 - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ Yes X No

Significant deficiencies identified not considered to be material weaknesses? _____ Yes X None reported

Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

Internal Control over major programs:

Material weakness(es) identified? _____ Yes X No

Significant deficiencies identified not considered to be material weaknesses? _____ Yes X None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2CFR 200.516(a)? _____ Yes X No

Identification of major programs:

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? _____ Yes X No

SECTION 2 - FINDINGS RELATED TO THE FINANCIAL STATEMENTS THAT ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS.

None

SECTION 3 - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS INCLUDING AUDIT FINDINGS AS DEFINED IN 2CFR 200.516(a).

None
