

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Administrative Office of the Courts
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Judicial Branch/AOC						
* Asset Preservation - HVAC, Roof, Electrical	Multi	2024-2026	Planning			
* Asset Preservation - Renovations	Multi	2024-2026	Planning			
Barren County	Barren	2020-2022	In Construction	4	07/17/28	
Bath County (Construction)	Bath	2018-2020	In Construction	99	04/01/26	
Butler County	Butler	2020-2022	Design/Phase C			
Clinton County	Clinton	2020-2022	Design/Phase C			
* Construction - Court of Appeals	Franklin	2024-2026	Design/Phase C			
Crittenden County	Crittenden	2020-2022	In Construction	27	02/28/27	
Electronic Court Filing System	Multi	2022-2024	In Construction	60	12/31/26	
Graves County	Graves	2022-2024	Design/Phase A			
* Hardin County - HVAC	Hardin	2022-2024	In Construction	46	06/17/26	
* Jefferson County Judicial Center - Carpet and Paint	Jefferson	2022-2024	In Construction	95	05/01/26	
Jessamine County	Jessamine	2020-2022	In Construction	3	09/27/28	
Leslie County	Leslie	2022-2024	Design/Phase C			
Madison County (Renovation)	Madison	2020-2022	Complete/In Warranty		04/21/25	04/21/25
Oldham County (Renovation/Addition)	Oldham	2018-2020	Complete/In Warranty		01/16/26	02/01/26
Scott County	Scott	2020-2022	In Construction	53	01/13/27	

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Department of Education/Learning and Results Services						
* Future Farmers of America Activity Center	Breckinridge	2024-2026	Construction/Multiple Bid Packs			
Comments: Multiple bid packs. Learning Center HVAC upgrades is complete. Admin Bldg is underway with substantial completion scheduled for May						
* McDaniel/Scoggin Classroom Building Upgrades	Jefferson	2024-2026	In Construction	75	08/01/26	
Comments: 1st phase for Summer 25 is complete. 2nd phase for summer 26 will start in May when school is out.						
Department of Education/Operations and Support Services						
* Construct Kentucky FFA Leadership Training Classrooms and Activity Center	Breckinridge	2022-2024	Revising/Rebidding			
* KDE Maintenance Pool - 2022-24 - Kentucky School for the Deaf Brady Hall Roof Reported to CPBOC on 4/23/2024	Boyle	Pool	Complete/Closed Out	100	07/15/24	07/15/24
* KDE Maintenance Pool - 2024-26 - KY School for the Deaf Middletown Hall Building Envelope/Exterior Reported to CPBOC on 2/19/2026 Comments: Bid date is 3/19/26	Boyle	Pool	Bidding			
Kentucky School for the Blind - Evans Hall Emergency Water Damage Restoration	Jefferson	CPBOC-2/01/23	Complete/Not Closed Out		06/28/24	06/28/24
* Kentucky School for the Deaf Lee Hall Renovation Comments: project on hold as KDE decides on next steps.	Boyle	2022-2024	Design/Phase A			
* KSD New Elementary Building	Boyle	2016-2018	Complete/Not Closed Out	100	02/21/19	02/21/19
* State Schools Dormitory and Cottage Renovations	Multi	2022-2024	Bidding			
* State Schools HVAC Pool - 2020-2022 - Kentucky School for the Blind HVAC Reported to CPBOC on 4/23/2024 and 6/20/2024 Comments: Multiple bid packs. Evans/Hartford project is complete. 2nd phase includes taking all buildings off central steam plant and decentralizing boiler system. That bid is awarded and is scheduled to be complete 10/26.	Jefferson	Pool	Construction/Multiple Bid Packs			
* State Schools HVAC Pool - 2020-2022 - Kentucky School for the Deaf HVAC Reported to CPBOC on 11/17/2022 Comments: multiple bid packs include HVAC replacement at Brady and Kerr Halls. projects will take place in summer '26	Boyle	Pool	Construction/Multiple Bid Packs			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<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>
State Schools HVAC Pool - 2022-2024 - Future Farmers of America Lower Classroom HVAC Upgrades Reported to CPBOC on 12/16/2025 Comments: Multiple bid packs. Lower classroom HVAC project is complete. Admin Building is under construction and will be complete in 5/26. Dormitory HVAC project is in bidding stage.	Breckinridge	Pool	Construction/Multiple Bid Packs			
State Schools HVAC Pool - 2022-2024 - Kentucky School for the Blind McDaniel Scoggin HVAC Upgrades Reported to CPBOC on 12/16/2025 Comments: 1st phase for summer 25 is complete. 2nd phase for summer 26 will start when school is out in May.	Jefferson	Pool	In Construction	64	07/31/26	
State Schools HVAC Pool - 2022-2024 - Kentucky School for the Deaf Brady Hall HVAC Upgrades Comments: Equipment has been ordered. On site work will start when school is out in 5/26	Boyle	Pool	In Construction	13	11/01/26	
* State Schools Roof Repair and Replacement Pool - 2022-24 - Kentucky School for the Deaf Roofs Reported to CPBOC on 7/21/2022	Boyle	Pool	Complete/Not Closed Out	100	06/01/23	06/01/23

Education and Labor Cabinet/General Administration

Renovate Carl D. Perkins Medical Wing Comments: Complete in warranty	Johnson	2022-2024	Complete/In Warranty	100	08/22/24	04/16/25

Education and Labor Cabinet/KY Educational Television

* KET Studio Lighting	Fayette	2024-2026	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	Statewide	2018-2020	Complete/Not Closed Out	100	08/01/19	08/01/19

Education and Labor Cabinet/Operations and Support Services

State Schools HVAC Pool - 2022-2024 - Kentucky School for the Deaf Middletown Hall HVAC Upgrades Reported to CPBOC on 2/19/2026	Boyle	Pool	Construction/Multiple Bid Packs			

Education and Labor Cabinet/Workforce Development

Replace Wastewater Treatment Plant-CDP Treatment Facility	Johnson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Energy & Environment Cabinet/Environmental Protection						
* Maxey Flats Cap	Fleming	2012-2014	Construction/Multiple Bid Packs			
* Remediate and Cleanup Wiley Property Site	Ohio	2024-2026	Planning			
* Southern Wood Treatment Site	Montgomery	2022-2024	Planning			
* 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	Planning			
State-Owned Dam Repair - Chenoa Lake Creek Dam	Bell	Pool	Awaiting Initiation by Agency			
* State-Owned Dam Repair - Clements Lake Dam Reported to CPBOC on 5/23/2024	Rowan	Pool	Awaiting Initiation by Agency			
State-Owned Dam Repair - Guist Creek Dam	Shelby	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 - 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)	Franklin	2020-2022	Complete/Not Closed Out	100	05/02/23	05/02/23
* Cabinet for Human Services Building - Escalators Replacement/Elevators Upgrade Comments: Working through final punch list items.	Franklin	2022-2024	In Construction	98	03/25/25	
* Capitol Annex Renovation	Franklin	2024-2026	Design/Phase A			
* Capitol Campus Renovation \$5 million was reallocated from Fourth Floor Capitol Renovation	Franklin	2020-2022	Construction/Multiple Bid Packs			
* Capitol Campus Renovation - Phase II	Franklin	2022-2024	Construction/Multiple Bid Packs			
* DFSS Asphalt Pools - CHR Campus Asphalt Repairs	Franklin	Pool	Construction/Multiple Bid Packs			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reported to CPBOC on 3/28/2025						
* DFSS Maintenance Pool - 2020-2022 and Historic Properties Deferred Maintenance - Berry Hill Mansion Reported to CPBOC on 10/25/2023	Franklin	Pool	Complete/Not Closed Out	100	09/09/24	09/09/24
* DFSS Maintenance Pool - 2020-22 - Capitol Annex Exterior Repairs Reported to CPBOC on 9/29/2022	Franklin	Pool	Complete/Not Closed Out	100	11/04/24	11/04/24
* DFSS Maintenance Pool - 2020-22 - Libraries and Archives HVAC Replacement Reported to CPBOC on 5/19/2022	Franklin	Pool	Complete/Not Closed Out	100	09/05/23	09/05/23
* DFSS Maintenance Pool - 2022-24 - Bush Building Renovations Reported to CPBOC on 9/26/2024	Franklin	Pool	In Construction	90	03/24/26	
* DFSS Maintenance Pool - 2022-24 - CHR Window Replacement Reported to CPBOC on 3/28/2025	Franklin	Pool	In Construction	5	09/24/26	
* DFSS Maintenance Pool - 2024-26 - Fire Alarm Upgrades - Various Locations Reported to CPBOC on 3/28/2025	Statewide	Pool	Construction/Multiple Bid Packs			
* DFSS Maintenance Pool - 2024-26 - Flooring Repairs - Various Buildings Reported to CPBOC on 3/28/2025	Statewide	Pool	Construction/Multiple Bid Packs			
* DFSS Maintenance Pools - CHR Central Utility Plant Optimization Reported to CPBOC on 10/27/2022	Franklin	Pool	Complete/Not Closed Out	100	09/29/24	09/29/24
* DFSS Maintenance Pools - Parking Garage Renovations Reported to CPBOC on 2/19/2026 Comments: Contract awarded and currently in submittal and shop drawing review.	Franklin	Pool	In Construction	1	01/29/27	
* Elevator Upgrades Phase 1	Statewide	2020-2022	Construction/Multiple Bid Packs			
* Fourth Floor Capitol Renovation \$5 million in bond funds authorized was reallocated to Capitol Campus Renovation	Franklin	2020-2022	Cancelled			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Frankfort State Property Flood Damage	Franklin	CPBOC-8/01/25	In Construction	80	03/24/26	
Green Bank Energy Savings Performance Contract Reported to CPBOC on 9/23/2025	Franklin	Pool	In Construction	37	03/01/27	
* HVAC Replacement and Repair COT Building	Franklin	2020-2022	Construction/Multiple Bid Packs			
* HVAC Replacement/Rebuild-Various - Bush Building HVAC System Replacement Reported to CPBOC on 9/26/2024	Franklin	Pool	In Construction	90	03/24/26	
* HVAC Replacement/Rebuild-Various - Central Lab Chiller Replacement Reported to CPBOC on 10/25/2023	Franklin	Pool	Construction/Multiple Bid Packs			
* L & N Building Exterior Upgrade	Jefferson	2022-2024	In Construction	60	04/21/26	
* L&N Building Security and Structural Upgrades	Jefferson	2018-2020	Complete/Not Closed Out		03/20/22	03/20/22
* Renovate Cabinet for Human Resources Phase 1	Franklin	2024-2026	Design/Phase C			
* Replace Roof for Central Lab Building	Franklin	2024-2026	In Construction	0	07/25/26	
* Replace Roof for Transportation Building	Franklin	2024-2026	Design/Phase C			
* Upgrade Capitol Mechanical and Electrical System, Phase I	Franklin	2018-2020	Construction/Multiple Bid Packs			
* Upgrade L&N Building	Jefferson	2016-2018	In Construction	60	04/21/26	

General Government Cabinet/KY River Authority

Design and Repair Dam 7 Comments: Cost study is being finalized	Multi	2022-2024	Design/Phase B			
Design Lock 5 Comments: awaiting funding	Multi	2022-2024	Awaiting Initiation by Agency			
Locks 2 and 3 Upper Guide Wall Repairs Initiated under prior 2020-2022 authorization Comments: Project was bid and board voted not to move forward. Looking to break the project in two parts	Multi	2022-2024	Revising/Rebidding			

General Government Cabinet/Military Affairs

Army Aviation Support Facility Upgrade	Franklin	CPBOC-9/01/24	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Ashland Readiness Center Envelope Renovation Comments: Added in window project scope	Boyd	CPBOC-5/01/24	In Construction	10	06/25/26	
* Ashland Readiness Center Window Replacement Comments: ShoOp Drawings and Submittals under review. Contractor yet to mobilize	Boyd	CPBOC-9/01/25	In Construction	1	11/12/26	
Bluegrass Station Warehouse Building 415 HVAC Installation Comments: Shop Drawings and Submittals	Fayette	CPBOC-5/01/24	In Construction	4	06/10/26	
Boone National Guard Center Front Access Control Point	Franklin	CPBOC-6/01/24	In Construction	78	06/07/26	
* Boone National Guard Center G1 Building 124 Renovation Comments: Final closeout under review.	Franklin	CPBOC-5/01/24	In Construction	99	10/03/25	
Buechel Field Maintenance Shop Restoration Comments: Ready to Advertise documents have been submitted. Waiting on signatures for submission to contracting.	Jefferson	CPBOC-8/01/24	Bidding			
* Construct Armory 4 Frankfort	Franklin	2024-2026	Awaiting Initiation by Agency			
* Construct Armory Addition - Shelbyville	Shelby	2024-2026	Design/Phase A			
Construct Bowman Organizational Maintenance Shop Restoration	Jefferson	2024-2026	Complete/Not Closed Out	100	07/12/24	07/12/24
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 Facilities Operations Maintenance Complex WHFRTC	Muhlenberg	2024-2026	Awaiting Initiation by Agency			
Construct Fitness Center Facility at WHFRTC	Muhlenberg	2024-2026	Awaiting Initiation by Agency			
Construct Harold L. Disney Training Site Athletic Field	Knox	2022-2024	Awaiting Initiation by Agency			
* Construct HLDTS Drainage Improvement	Knox	2024-2026	Awaiting Initiation by Agency			
Construct Improve Sewer System Bluegrass Station	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct New Barracks at HLDTS	Knox	2024-2026	Awaiting Initiation by Agency			
Construct New Barracks at Wendell H. Ford Regional Training Center	Muhlenberg	2022-2024	Design/Phase A			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Construct Readiness Center Somerset	Pulaski	2022-2024	A/E Selection			
Construct Support Building Wendell H. Ford Regional Training Center	Muhlenberg	2022-2024	Awaiting Initiation by Agency			
Cypress Creek Restoration Phase II	Muhlenberg	CPBOC-8/01/24	Complete/In Warranty	99	03/11/26	03/06/26
* DMA Boone National Guard Center Rear Access Control Point	Franklin	CPBOC-5/01/22	Complete/Not Closed Out	100	05/30/24	12/07/23
* 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	Complete/Not Closed Out	100	06/04/24	06/04/24
DMA Construct Burlington Field Maintenance Shop Comments: Project underroof and MEP rough in continuing	Boone	CPBOC-5/01/22	In Construction	65	03/24/26	
DMA Construct Jackson Field Maintenance Shop	Breathitt	CPBOC-2/01/24	Design/Phase B			
DMA Construct Joint Force Headquarters Boone National Guard Center	Franklin	CPBOC-1/01/20	Construction/Multiple Bid Packs			
* DMA Danville Readiness Center Interior Restoration	Boyle	CPBOC-7/01/22	Complete/Not Closed Out	100	07/19/23	07/19/23
DMA Murray Readiness Center Interior Restoration	Calloway	CPBOC-8/01/21	Complete/Closed Out	100	06/20/23	05/23/23
* DMA Richmond Readiness Center Interior Modernization	Madison	CPBOC-6/01/20	Complete/Not Closed Out	100	11/09/21	11/09/21
DMA Wendell H. Ford Regional Training Center Cypress Creek Restoration	Muhlenberg	CPBOC-8/01/19	Complete/In Warranty	100	06/24/25	06/25/25
Extension of Utilities W. H. Ford Training Site	Muhlenberg	2024-2026	In Construction	47	02/12/27	
Install Solar Panels at Armories Statewide	Multi	2018-2020	Construction/Multiple Bid Packs			
Kentucky Army National Guard Maneuver and Training Equipment Sites HVAC Fort Knox Comments: Contractor is on site installing conduit and duct. Majority of equipment has been delivered.	Hardin	CPBOC-9/01/25	In Construction	20	05/09/26	
* London Readiness Center Exterior Repairs	Laurel	CPBOC-7/01/24	Complete/In Warranty	100	04/13/25	04/13/25
* Monticello Readiness Center Interior Restoration Comments: Complete in warranty no issues.	Wayne	CPBOC-8/01/24	Complete/In Warranty	100	10/27/25	09/24/25
Multi-Purpose Machine Gun Range	Muhlenberg	CPBOC-6/01/24	In Construction	77	03/15/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Comments: Design Build Contractor is behind schedule due to slow NGB review, Fed gov't shutdown in Fall 2025, weather and material problems.						
* Ravenna Readiness Center Restroom Modernization	Estill	CPBOC-11/01/24	In Construction	99	05/23/25	
Comments: Working through closeout issues.						
* Restoration Ashland Armory - Phase 1	Boyd	2024-2026	Awaiting Initiation by Agency			
United States Property and Fiscal Office Interior Repairs	Franklin	CPBOC-9/01/24	Awaiting Initiation by Agency			
Upgrade of HVAC JSO	Laurel	2024-2026	Awaiting Initiation by Agency			
Wendell H. Ford Regional Training Center Cypress Creek Restoration Phase III	Muhlenberg	CPBOC-9/01/24	In Construction	7	05/08/27	
Wendell H. Ford Regional Training Center Underground Electric	Muhlenberg	CPBOC-8/01/25	In Construction	54	05/07/26	
* Williamsburg Readiness Center Interior Repair	Whitley	CPBOC-8/01/25	In Construction	10	06/27/26	
* Youth Challenge Academies Maintenance Pools - Appalachian Challenge Academy Renovations Reported to CPBOC on 7/31/2024	Harlan	Pool	Planning			
General Government Cabinet/Veterans' Affairs						
* Construct Bowling Green Veterans Center	Warren	2020-2022	Complete/In Warranty	99	11/07/25	11/07/25
* Design and Preconstruction - Bowling Green Veterans Center	Warren	Other	Complete/In Warranty	100	11/07/25	11/07/25
House Bill 24 (2020 Regular Session)						
Emergency Replacement Nurse Call System - Western KY Veterans' Center	Hopkins	CPBOC-11/01/20	Complete/Not Closed Out	100	10/10/24	09/19/24
Expansion of Columbarium Wall Ky Veterans Cemetery Central	Hardin	2024-2026	In Construction	50	05/09/26	
Comments: Foundations poured						
Expansion of Columbarium Wall Ky Veterans Cemetery West	Hopkins	2024-2026	In Construction	33	04/23/26	
Comments: GC is behind schedule. Weather in late January and most of February pretty well shut them down.						
* Radcliff Veterans Center - Emergency Nurse Call System Replacement	Hardin	CPBOC-12/01/23	In Construction	95	08/30/25	
Comments: Project nearing completion.						

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
* Radcliff Veterans' Center Building Repairs	Hardin	CPBOC-6/01/22	Complete/In Warranty	100	01/27/25	03/21/25
* Radcliff Veterans Center HVAC System Replacement Comments: Equipment installed and system start set to begin	Hardin	2024-2026	In Construction	75	04/26/26	
* Renovate Interior/Exterior Thomson-Hood Veterans Center Comments: Selection committee	Jessamine	2024-2026	A/E Selection			
* Replace Exterior Lighting Thomson-Hood Veterans Center	Jessamine	2024-2026	A/E Selection			
* Replace Fire System Western Kentucky Veterans Center	Hopkins	2024-2026	Design/Phase C			
* Replace Heating and Cooling Systems - Western Kentucky Veterans Center	Hopkins	2022-2024	Design/Phase A			
* Replace Roof Eastern Kentucky Veterans Center	Perry	2024-2026	In Construction	0	07/13/26	
* Replace Roof Western Kentucky Veterans Center	Hopkins	2024-2026	In Construction	37	05/06/26	

Health and Family Services Cabinet/Behavioral Health

* CHFS Maintenance Pool - 2022-2024 - Western State Hospital Bldg Patient Safety Enhancements-Phase II Reported to CPBOC on 5/23/2024 Comments: Project is being redesigned and rebid due to other projects planned at the facility.	Christian	Pool	Construction/Multiple Bid Packs			
* CHFS Maintenance Pool - 2022-24 - Central State Hospital Building Psychiatric Dorm Building Roof Rpl Reported to CPBOC on 6/20/2024 Comments: Cap Sheet starting to be installed	Jefferson	Pool	In Construction	75	04/26/26	
* CHFS Maintenance Pool - 2024-2026 - Oakwood - Improve Drainage and Address Erosion Issues Reported to CPBOC on 6/24/2025	Pulaski	Pool	Design/Phase A			
* CHFS Maintenance Pool - 2024-2026 - Oakwood Cottage Transformer Removal Reported to CPBOC on 9/26/2024 Comments: Elliot electric successfully bid	Pulaski	Pool	Awarding Contract			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* CHFS Maintenance Pool - 2024-2026 - Oakwood-Replace Eight HVAC and Seven Hot Water Tank Reported to CPBOC on 9/23/2025 Comments: BCCLT selected for design	Pulaski	Pool	Design/Phase A			
* CHFS Maintenance Pool - 2024-2026 - Outwood Replace Cottage Air Handlers and RLC Chiller Reported to CPBOC on 10/15/2024	Hopkins	Pool	In Construction	81	04/25/26	
* CHFS Maintenance Pool - 2024-2026 - Western State Hospital Campus-Wide Roof Replacement Reported to CPBOC on 9/26/2024	Christian	Pool	Complete/In Warranty	100	02/06/26	12/16/26
* CHFS Maintenance Pool - 2024-2026 - Western State Hospital-HVAC Rprs & Patient Safety Enhns, Phase II Reported to CPBOC on 10/15/2024	Christian	Pool	Construction/Multiple Bid Packs			
* CHFS Maintenance Pools - Central State Hospital Building Automation System Upgrade Reported to CPBOC on 5/23/2024 and 12/19/2024 Comments: No issues	Jefferson	Pool	In Construction	46	08/14/26	
* Construct Forensic Psychiatric Hospital-KCPC	Oldham	2024-2026	Design/Phase A			
* Electrical & Telecom Upgrade-Western State Hospital Phase II	Christian	2018-2020	Complete/In Warranty	100	08/15/25	07/16/25
* Electrical System Upgrade at Western State Hospital - Design	Christian	2012-2014	Design/Phase C			
* HVAC System Replacement - Hazelwood Comments: Working on Closeout of final phase.	Jefferson	2018-2020	Construction/Multiple Bid Packs			
* Oakwood Renovate/Replace Cottages - Phase II Comments: Project near completion	Pulaski	2020-2022	In Construction	94	05/13/26	
* Oakwood Renovate/Replace Cottages - Phase III Comments: In Design	Pulaski	2022-2024	Design/Phase A			
* Oakwood Replace, Upgrade, and Enhance Generators	Pulaski	2020-2022	Complete/Not Closed Out	100	10/24/24	01/16/25
* Renovate/Replace Cottages - Oakwood, Phase I	Pulaski	2018-2020	Complete/Not Closed Out	100	03/04/22	03/04/22
* Replace HVAC Piping-WSH	Christian	2024-2026	A/E Selection			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Replace Water Lines-Oakwood	Pulaski	2024-2026	Construction/Multiple Bid Packs			
* Upgrade Mechanical Lines-WSH	Christian	2024-2026	A/E Selection			
* Western State Hospital - HVAC and Electrical Upgrades	Christian	2022-2024	Awaiting Initiation by Agency			
* Western State Hospital-Electrical Upgrade - Phase III	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
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	Complete/In Warranty	100	08/30/25	07/30/25
Health and Family Services Cabinet/Medicaid Administration						
* Maintenance Pools - DMS Replace CHR Sixth Floor Ceiling Reported to CPBOC on 3/28/2025	Franklin	Pool	In Construction	4	09/24/26	
Health and Family Services Cabinet/Public Health						
* Expand Central Laboratory	Franklin	2024-2026	Design/Phase C			
Justice and Public Safety Cabinet/Corrections						
* Assess Statewide Electrical System	Statewide	2024-2026	Planning			
* Corrections Maintenance Pool - 2016-18 - Reformatory Psychiatric Treatment Unit HVAC Replacement Reported to CPBOC on 2/21/2017	Oldham	Pool	Complete/Closed Out		06/10/23	06/05/23
* Corrections Maintenance Pool - 2022-24 - Blackburn Correctional Complex Selected Low Slope Roof Repl Reported to CPBOC on 9/27/2023	Fayette	Pool	Complete/In Warranty	100	09/04/25	09/04/25
* Corrections Maintenance Pool - 2022-24 - Eastern Kentucky Correctional Complex Repairs & Renovations	Morgan	Pool	Design/Phase C			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reported to CPBOC on 3/29/2023						
* Corrections Maintenance Pool - 2022-24 - KCIW Lonnie Watson HVAC Repairs/Replacement Reported to CPBOC on 2/27/2024 Comments: Contractor finishing up phase 3 wings on schedule	Shelby	Pool	In Construction	90	04/16/26	
* Corrections Maintenance Pool - 2022-24 - Mechanical, Electrical, & Plumbing Design - WEST Reported to CPBOC on 11/15/2023 Comments: Ongoing design for multiple projects from this project.	Multi	Pool	Construction/Multiple Bid Packs			
* Corrections Maintenance Pool - 2022-24 - Northpoint Training Center Selected Low Slope Roof Repl Reported to CPBOC on 9/27/2023	Boyle	Pool	Complete/In Warranty	98	05/11/25	04/08/25
* Corrections Maintenance Pool - 2022-24 - Roofing Design - East Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/In Warranty	100	05/11/25	04/08/25
* Corrections Maintenance Pool - 2022-24 - Western KY Correctional Complex-Rpl Kitchen Drain Lines Reported to CPBOC on 5/23/2024	Lyon	Pool	Complete/In Warranty	100	08/29/25	08/29/25
* Corrections Maintenance Pool - 2024-26 - KSP Repair/Replace HVAC System 4 Cell House Reported to CPBOC on 9/23/2025	Lyon	Pool	Design/Phase A			
* Corrections Maintenance Pool - 2024-26 - Luther Lockett Correctional Complex Various Roof Repls. Reported to CPBOC on 11/20/2025 Comments: No Issues. Normal Weather delays for this time of year.	Oldham	Pool	In Construction	25	03/04/26	
* Corrections Maintenance Pools - Blackburn Correctional Complex - New Gymnasium Building Reported to CPBOC on 10/25/2023	Fayette	Pool	Complete/In Warranty	100	07/11/25	07/11/25
* Corrections Maintenance Pools - Green River Correctional Complex Security Control for Buildings Reported to CPBOC on 8/19/2020 Comments: Finalizing project completion with Contractor and Bonding Company.	Muhlenberg	Pool	In Construction	99	09/29/23	
* Corrections Maintenance Pools - KCIW Kitchen Drain Line Repair/Replace	Shelby	Pool	In Construction	55	03/20/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reported to CPBOC on 2/25/2025 Comments: Demo is complete. Contractor working on new plumbing. Due to existing conditions, substantial completion date will be extended.						
* Corrections Maintenance Pools - KCIW Main Building Window Replacement Phase 2 Reported to CPBOC on 8/26/2025 Comments: Windows on order. Expecting delivery 4/26. All equipment needs to be in hand before any work is started.	Shelby	Pool	In Construction	5	11/10/26	
* Corrections Maintenance Pools - Kentucky State Penitentiary 5 Cellhouse Sewer Repairs Reported to CPBOC on 12/15/2022	Lyon	Pool	Complete/Not Closed Out	100	07/30/24	07/20/24
* Corrections Maintenance Pools - Kentucky State Penitentiary Shower House Renovations Reported to CPBOC on 8/29/2024	Lyon	Pool	In Construction	99	04/06/26	
* Corrections Maintenance Pools - Luther Luckett Correctional Complex - HVAC Rpl in Special Mgmt Unit Reported to CPBOC on 5/23/2024	Oldham	Pool	Complete/In Warranty	100	09/27/25	07/25/25
* Corrections Maintenance Pools - Luther Luckett Correctional Complex Perimeter Fence Improvements Reported to CPBOC on 11/19/2024 Comments: Contractor completing sally port gates. Will start gate 1 next. Weather has affected completion date.	Oldham	Pool	In Construction	85	04/27/26	
* Corrections Maintenance Pools - Luther Luckett Correctional Complex-Fire Alarm Replacement Reported to CPBOC on 6/20/2024	Oldham	Pool	Complete/In Warranty	100	12/24/25	12/24/25
* Corrections Maintenance Pools - Roederer Correctional Complex Kitchen Drain Line Repair/Replacement Reported to CPBOC on 10/27/2022	Oldham	Pool	Complete/Not Closed Out	100	09/30/24	09/30/24
* Corrections Maintenance Pools - Roederer Correctional Complex Kitchen Rooftop HVAC and Boiler Reported to CPBOC on 9/26/2024	Oldham	Pool	Complete/In Warranty	99	09/27/25	07/25/25
* Corrections Maintenance Pools - Western Kentucky Correctional Complex Operation Building HVAC Reported to CPBOC on 9/27/2023	Lyon	Pool	Complete/In Warranty	100	08/26/25	08/20/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* 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 Level 4 Prison in Eastern KY	Undetermine	2024-2026	Planning			
* Design of the Expansion of Little Sandy Correctional Complex	Elliott	2020-2022	Complete/In Warranty	100	09/10/25	08/30/25
* 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			
* Eastern Ky Corr. Complex Facade/Structure Repair/Replacement	Morgan	2024-2026	Design/Phase C			
* Eastern Ky Correctional Complex - HVAC Replacement	Morgan	2024-2026	Design/Phase C			
* Generator Replacement - Various Facilities Reallocation from Install Emergency Generators - Luther Luckett and Green River (\$5.7 million) Comments: Final bid pack for KCIW Generator has been completed.	Multi	2020-2022	Construction/Multiple Bid Packs			
Green River Correctional Complex Fire Building K Power House	Muhlenberg	CPBOC-4/01/23	Complete/Not Closed Out	100	02/01/25	10/30/24
* Kentucky Correctional Institution for Women-Sewer Plant/Line	Shelby	2016-2018	Complete/Not Closed Out	100	02/10/24	11/28/23
* Kentucky State Penitentiary - Security Fence Addition	Lyon	2022-2024	Bidding			
* Kentucky State Reformatory - Demolition	Oldham	2024-2026	A/E Selection			
* Little Sandy Correctional Complex - Expansion - Replace Reformat	Elliott	2022-2024	Complete/In Warranty	100	09/10/25	08/30/25
* Relocate Medical Services	Fayette	2022-2024	Construction/Multiple Bid Packs			
* Renovate Northpoint Training CTR - Restricted Housing Unit Comments: On Hold for funding	Boyle	2024-2026	Design/Phase C			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
* Repair Northpoint TRNG CTR-Exterior Dorms Masonry Tuckpoint Comments: Various delays due to weather and site logistics. Currently reviewing time extension.	Boyle	2024-2026	In Construction	30	01/11/26	
* Replace KY ST Penitentiary-Gates/Controls at CH 3,4,5 & 6	Lyon	2024-2026	A/E Selection			
* Replace KY State Penitentiary - Utilities Infrastructure Comments: Design is in phase C. Design is for complete replacement of steam, water and sewer lines. Final bid package will depend on funding.	Lyon	2024-2026	Design/Phase C			
* Replace Northpoint Training Center - HVAC at Dormitories Comments: Waiting on consultant for design.	Boyle	2024-2026	Design/Phase A			
* Replace Perimeter Fence, Kentucky State Reformatory \$2.8 million of the \$3.116 million in bond funds authorized was reallocated to Design Relocation of Corrections Medical Facility	Oldham	2018-2020	Cancelled			
* Upgrade Green River Corr. Complex-Full Electrical System	Muhlenberg	2024-2026	Planning			
* Various - Water Tower Painting/Repairs Comments: EKCC project almost done and BCFC project set to begin in April.	Multi	2022-2024	Construction/Multiple Bid Packs			

Justice and Public Safety Cabinet/Criminal Justice Training

Construct Western KY Regional Training Center House Bill 1 (2024 Regular Session)	Hopkins	Other	Construction/Multiple Bid Packs			
Criminal Justice Training Maintenance Pool - 2020-22 - Schwendeman-Thompson HVAC & Bldng Sys Upgrade Reported to CPBOC on 9/23/2021	Madison	Pool	Complete/Not Closed Out	100	04/02/23	04/02/23
Criminal Justice Training Maintenance Pools - Thompson Hall-Swendeman Interior Refurbishment Reported to CPBOC on 8/26/2025	Madison	Pool	Design/Phase C			
Criminal Justice Training Maintenance Pools - Weber Building HVAC Repair Reported to CPBOC on 7/29/2025	Madison	Pool	In Construction	1	08/08/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<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>
Criminal Justice Training Misc. Maintenance Pool - 2022-24 - Boonesboro Firing Range-General Upgrade Reported to CPBOC on 6/20/2024	Madison	Pool	Complete/In Warranty	100	09/05/25	09/05/25
* New Indoor Firing Range Comments: Bldg is in use but issues still exist with mechanical systems that the project team is working through.	Madison	2022-2024	In Construction	99	12/17/25	

Justice and Public Safety Cabinet/Juvenile Justice

* Assess & Design Renovation Jefferson County Youth Detention Center See Renovate Louisville Detention Center (combined auth)	Jefferson	Other	In Construction	31	04/17/27	
* Phase I - Renovate Jefferson County Youth Detention Center See Renovate Louisville Detention Center (combined auth)	Jefferson	Other	In Construction	31	04/17/27	
* Regional Model - Detention Centers Consultant Senate Bill 162 (2023 Regular Session)	Statewide	Other	Planning			
* Renovate Louisville Detention Center (combined auth) Authorizations for the following projects, House Bill 3 (2023 Regular Session), have been combined: Assess & Design Renovation Jefferson County Youth Detention Center Phase I - Renovate Jefferson County Youth Detention Center	Jefferson	Other	In Construction	31	04/17/27	
* Renovate Lyndon Detention Facility Initially listed under Jefferson Regional Juvenile Detention Facility House Bill 3 (2023 Regular Session)	Jefferson	Other	In Construction	66	10/18/26	
* Retrofit Breathitt County Juvenile Detention Center	Breathitt	2024-2026	Design/Phase C			
* Retrofit Fayette County Juvenile Detention Center	Fayette	2024-2026	Awarding Contract			
* Retrofit McCracken County Juvenile Detention Center	McCracken	2024-2026	Design/Phase C			
* Security Upgrades - Juvenile Detention Centers Senate Bill 162 (2023 Regular Session) Comments: Multiple bid packs include new tray slots at Warren and Adair. other projects being considered are new security upgrades at Jefferson and a new water management system at Warren.	Statewide	Other	Construction/Multiple Bid Packs			

Justice and Public Safety Cabinet/State Police

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Construct New Skills Pad at Training Academy	Franklin	2024-2026	A/E Selection			
* Construct Post 1 (Hickory) Radio Room Expansion	Graves	2024-2026	Bidding			
* KSP Supply Branch Facility Fire July 2024	Franklin	CPBOC-12/01/24	In Construction	80	04/06/26	
* KY Emergency Warning System (KEWS) Fiberglass Shelter Replacement	Statewide	2022-2024	Planning			
* Posts 7 (Richmond) & 10 (Harlan) Construction	Multi	2022-2024	Design/Phase A			
* State Police Maintenance Pool - 2022-24 - Information Services Center HVAC Replacement Reported to CPBOC on 2/27/2024 Comments: preconstruction meeting 2.17.26	Franklin	Pool	In Construction	1	01/28/27	
* State Police Maintenance Pool - 2024-26 - Information Services Center Roof and Interior Renovation Reported to CPBOC on 6/24/2025	Franklin	Pool	Planning			
* State Police Maintenance Pools - KSP Post 11 Building Renovations Reported to CPBOC on 4/28/2025 Comments: contractor has delayed project.	Laurel	Pool	In Construction	69	01/03/26	
Postsecondary Education Cabinet/Kentucky State University						
Acquire Land	Franklin	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-24 - Bradford Hall Renovation Reported to CPBOC on 11/19/2024	Franklin	Pool	Design/Phase C			
* Asset Preservation Pool - 2022-24 - Chandler Hall Renovation Reported to CPBOC on 11/19/2024	Franklin	Pool	Design/Phase C			
* Asset Preservation Pool - 2022-24 - Combs Hall Renovation Reported to CPBOC on 3/26/2024 Comments: Final completion delayed due to extended punch list repairs. Functional usage and substantial on 8/7/2025 Final completion on 2/19/2026	Franklin	Pool	Complete/In Warranty	100	08/07/25	02/19/26

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
* Asset Preservation Pool - 2022-24 - Exum Center Exterior Repairs Reported to CPBOC on 1/22/2025	Franklin	Pool	Design/Phase B			
* Asset Preservation Pool - 2024-26 - Electronic Locking System Reported to CPBOC on 11/19/2024	Franklin	Pool	Planning			
* Asset Preservation Pool - 2024-26 - Mechanical and Energy Improvements Reported to CPBOC on 11/19/2024	Franklin	Pool	Planning			
* Asset Preservation Pool - 2024-26 - Shauntee Hall Renovation Reported to CPBOC on 12/16/2025	Franklin	Pool	Design/Phase A			
* Asset Preservation Pools - McCullin Hall Renovation Reported to CPBOC on 5/19/2025	Franklin	Pool	Design/Phase A			
* Asset Preservation Pools - Walkway Improvements and Miscellaneous Repairs Reported to CPBOC on 5/19/2025	Franklin	Pool	Construction/Multiple Bid Packs			
Betty White Building Renovation	Franklin	CPBOC-2/01/25	Bidding			
Blazer Library Renovation	Franklin	CPBOC-2/01/24	Complete/Not Closed Out	100	01/10/25	01/10/25
* Design Health Sciences Center	Franklin	2024-2026	Design/Phase A			
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/Not Closed Out	100	05/19/23	05/18/23
* Various Maintenance Pools - Academic Services Building Roof and Windows Reported to CPBOC on 5/19/2025	Franklin	Pool	Construction/Multiple Bid Packs			
Postsecondary Education Cabinet/KY Higher Education Assistance Authority						
KHEAA Building - HVAC and Roof Repair	Franklin	2022-2024	Complete/Not Closed Out	100	06/21/24	09/18/24
Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources						
Ballard Wildlife Management Area "Big Pump"	Ballard	CPBOC-5/01/22	In Construction	56	08/02/26	
Belvedere Farm Property Acquisition	Breckinridge	CPBOC-4/01/23	Complete/Not Closed Out	100	06/07/23	06/07/23

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Comments: Awaiting Agency approval to close out project.						
Camp Earl Wallace Dining Hall Construction Submitted to CPBOC as new project to allow for federal funds increase on 7/29/2025	Cumberland	2022-2024	Revising/Rebidding			
Construct Veterans' Memorial Shooting Range Initially approved as an interim project in May 2022	Scott	2024-2026	Complete/In Warranty	100	12/31/25	02/05/26
Critical Species Investigation Building	Franklin	CPBOC-11/01/22	In Construction	42	08/16/26	
Cumberland Forest Conservation Program/Ataya Comments: Senate Bill 241 from the 2023 Regular Session of the General Assembly directs the Department of Fish and Wildlife Resources to purchase a perpetual conservation easement to provide public access to the property for hunting and wildlife watching. This project is for the surveying of the 54,000-acre Ataya property in Knox, Bell and Leslie counties.	Multi	2024-2026	Other			
FILO Stream Mitigation Projects Pool - Bender Hollow Reported to CPBOC on 10/21/2021	Lincoln	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Big Farm Reported to CPBOC on 9/20/2016	Bath	Pool	Revising/Rebidding			
FILO Stream Mitigation Projects Pool - Big Rivers Wetland Reported to CPBOC on 10/21/2021 Comments: Sub completion has been completed; however, final completion will be extended due to a weather delay	Multi	Pool	In Construction	92	02/16/26	
FILO Stream Mitigation Projects Pool - Blue Spring Creek Reported to CPBOC on 4/14/2020	Trigg	Pool	In Construction	96	04/08/26	
FILO Stream Mitigation Projects Pool - Broke Leg Creek Reported to CPBOC on 11/17/2022	Morgan	Pool	In Construction	21	02/14/27	
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 B			
FILO Stream Mitigation Projects Pool - Dodge Gap Jefferson County Memorial Forest	Jefferson	Pool	Design/Phase A			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reported to CPBOC on 5/23/2023						
FILO Stream Mitigation Projects Pool - Eagle Creek Tributary	Union	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Ferguson Creek	Livingston	Pool	Design/Phase A			
Reported to CPBOC on 5/23/2023						
FILO Stream Mitigation Projects Pool - Gabbard Branch	Butler	Pool	Design/Phase B			
Reported to CPBOC on 11/15/2023						
FILO Stream Mitigation Projects Pool - Goose Creek	Casey	Pool	Revising/Rebidding			
Reported to CPBOC on 4/18/2017						
FILO Stream Mitigation Projects Pool - Harrison Fork	Nelson	Pool	In Construction	62	06/30/26	
Reported to CPBOC on 12/14/2023						
FILO Stream Mitigation Projects Pool - Horse Mill	Morgan	Pool	Design/Phase B			
Reported to CPBOC on 1/18/2022						
FILO Stream Mitigation Projects Pool - Ivy Creek	Warren	Pool	Design/Phase A			
Reported to CPBOC on 11/15/2023						
FILO Stream Mitigation Projects Pool - Laurel Gorge Greene Johnson	Elliott	Pool	Complete/Not Closed Out	100	11/01/22	03/31/22
FILO Stream Mitigation Projects Pool - Little Sexton	Multi	Pool	Design/Phase B			
Reported to CPBOC on 5/19/2022						
FILO Stream Mitigation Projects Pool - Mabry Wildlife Management Area 2 Design Build	Elliott	Pool	Complete/Not Closed Out	100	11/01/22	03/31/22
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						
FILO Stream Mitigation Projects Pool - Mart Whitt Fork	Elliott	Pool	Other			
Comments: Monitoring						
FILO Stream Mitigation Projects Pool - Mill Creek	Jefferson	Pool	Design/Phase A			
Reported to CPBOC on 11/17/2022						

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
FILO Stream Mitigation Projects Pool - Morgan County Extension Wetland Reported to CPBOC on 10/21/2021	Morgan	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Mud Camp Reported to CPBOC on 9/29/2022	Cumberland	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Muddygut Branch Reported to CPBOC on 8/26/2025	Johnson	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek I Reported to CPBOC on 1/18/2022	Boone	Pool	Bidding			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek II Reported to CPBOC on 10/21/2021	Boone	Pool	Bidding			
FILO Stream Mitigation Projects Pool - Northern Kentucky Middle Creek III Reported to CPBOC on 10/21/2021	Boone	Pool	Awarding Contract			
FILO Stream Mitigation Projects Pool - Old Trace Creek	Elliott	Pool	Revising/Rebidding			
FILO Stream Mitigation Projects Pool - Possum Hollow Reported to CPBOC on 3/26/2024	Butler	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	Design/Phase C			
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 - Rogers Gap Reported to CPBOC on 10/18/2011	Scott	Pool	Revising/Rebidding			
FILO Stream Mitigation Projects Pool - Rolling Fork WMA - Stillwell Branch Reported to CPBOC on 9/29/2022	Larue	Pool	In Construction	9	02/01/28	
FILO Stream Mitigation Projects Pool - Ross Creek	Multi	Pool	Design/Phase A			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Land Acquisition and Construction Reported to CPBOC on 2/19/2013 and 5/19/2020						
FILO Stream Mitigation Projects Pool - Ross Creek AMP Reported to CPBOC on 11/15/2023	Lee	Pool	Design/Phase B			
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 - Slabcamp Reported to CPBOC on 3/26/2024	Rowan	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Staggs Branch Reported to CPBOC on 9/29/2022	Lewis	Pool	Design/Phase C			
FILO Stream Mitigation Projects Pool - Steep Creek Reported to CPBOC on 11/17/2022	Boone	Pool	Bidding			
FILO Stream Mitigation Projects Pool - Stream Restoration Otter Creek Reported to CPBOC on 10/21/2021	Meade	Pool	Design/Phase B			
FILO Stream Mitigation Projects Pool - Tributary to Twelvemile Creek Reported to CPBOC on 3/26/2024	Campbell	Pool	Design/Phase A			
FILO Stream Mitigation Projects Pool - Whites Creek Reported to CPBOC on 10/21/2021	Boyd	Pool	Revising/Rebidding			
FILO Stream Mitigation Projects Pool - Wolf Run Jefferson County Memorial Forest Reported to CPBOC on 10/21/2021	Jefferson	Pool	Design/Phase B			
Lakes and Streams Branch Building	Franklin	CPBOC-11/01/22	In Construction	9	08/16/26	
Mt. River Farms Property Acquisition Comments: Property Acquisition	Wayne	CPBOC-11/01/25	Other			
Waste Services Realty Property Acquisition Comments: Property Acquisition	Scott	CPBOC-8/01/25	Other			

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Exterior Repair and Restoration	Jefferson	2022-2024	In Construction	52	06/30/26	
* Kentucky Center for the Arts - Facility Renovations House Bill 1 (2024 Regular Session)	Jefferson	Other	In Construction	53	01/08/26	
Comments: Working through issues with Contractor quality of work.						
* Renovate Building to Improve Security	Jefferson	2024-2026	In Construction	5	08/21/26	

Tourism, Arts & Heritage Cabinet/KY Historical Society

* Kentucky Old State Capitol Preservation	Franklin	2024-2026	Planning			

Tourism, Arts & Heritage Cabinet/KY Horse Park

* Barn Repair and Upgrades	Fayette	2022-2024	Construction/Multiple Bid Packs			
* Covered Arena and Rolex Stadium	Fayette	2022-2024	Complete/Not Closed Out	100	10/01/24	10/01/24
Emergency Rolex Stadium Roof Damage	Fayette	CPBOC-9/01/23	Complete/In Warranty	100	03/26/25	03/16/25
* KHP Entertainment Pavilions Renovation House Bill 1 (2024 Regular Session)	Fayette	Other	Design/Phase A			
* KHP Replace Campground Sites and Bathhouse House Bill 1 (2024 Regular Session)	Fayette	Other	Design/Phase A			
* KHP Replace Competition Barns and Stalls House Bill 1 (2024 Regular Session)	Fayette	Other	Construction/Multiple Bid Packs			
* KHP Restaurant Renovation House Bill 1 (2024 Regular Session)	Fayette	Other	Design/Phase A			
* Renovate International Museum of the Horse	Fayette	2022-2024	Construction/Multiple Bid Packs			
* Renovate International Museum of the Horse - House Bill 1 House Bill 1 (2024 Regular Session)	Fayette	Other	Construction/Multiple Bid Packs			
* Replace Roofs - Museum, Gatehouse, Visitor Center	Fayette	2022-2024	Complete/In Warranty	100	05/21/25	05/21/25

Tourism, Arts & Heritage Cabinet/Parks

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Big Bone Lick State Park Nature Center	Boone	2024-2026	In Construction	26	06/16/26	
* Cumberland Falls Lodge Room Upgrade/Reconfiguration Comments: Just beginning demolition and ran into asbestos that requires removal, abatement contract is in place, scheduled mid-March 26 after 10-day EEC notification.	Whitley	2024-2026	In Construction	5	12/23/26	
Fort Boonesborough - Flood Remediation February 2025	Madison	CPBOC-7/01/25	Design/Phase C			
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 Comments: Finishing up punch list items / completion date will be revised as insurance has agreed to redo meeting space where parks had temporary office / in process of getting quotes	Carroll	CPBOC-4/01/23	Construction/Multiple Bid Packs			
* HB 268 Pool - Carter Caves State Resort Park Sewer Upgrades - Phase II Reported to CPBOC on 3/26/2024	Carter	Pool	Complete/In Warranty	100	07/08/25	07/22/25
* HB 268 Pool - Kentucky Dam Village Infrastructure Sewer Upgrades (Phase I) Reported to CPBOC on 12/15/2022	Marshall	Pool	Complete/Not Closed Out	100	03/31/24	06/09/24
* HB 268 Pool - Kingdom Come Water Infrastructure Upgrade Reported to CPBOC on 2/21/2023	Harlan	Pool	In Construction	73	06/30/26	
* HB 268 Pool - Lake Barkley Sewer Infrastructure Upgrade Reported to CPBOC on 2/21/2023	Trigg	Pool	Complete/Not Closed Out	100	05/08/24	05/17/24
* HB 268 Pool - Lake Barkley Water Infrastructure Upgrade Reported to CPBOC on 2/21/2023	Trigg	Pool	Complete/Not Closed Out	100	05/22/24	06/24/24
* HB 268 Pool - Lake Barkley-Lodge Main Building Roof Replace Reported to CPBOC on 9/23/2025	Trigg	Pool	In Construction	8	08/27/26	
* HB 268 Pool - Lake Barkley-Waste Water and Infrastructure Upgrades Phase II Reported to CPBOC on 10/15/2024	Trigg	Pool	Design/Phase C			
* HB 268 Pool - Water and Sewer Upgrades - West	Multi	Pool	Design/Phase C			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reported to CPBOC on 5/18/2021						
* HJR 56 Accommodations Hospitality Upgrades Pool - Accommodations and Hospitality Upgrades - DECA Reported to CPBOC on 6/20/2024	Multi	Pool	Construction/Multiple Bid Packs			
* HJR 56 Bldg Sys Repair and Replacement Pool - Central Office-Multi Park-Bldg Automated Sys Upgrades Reported to CPBOC on 6/20/2024	Statewide	Pool	Design/Phase C			
* HJR 56 Utility Improvements Pool - Central Office - Wastewater Collections Piping - East Parks Reported to CPBOC on 8/29/2024	Multi	Pool	Design/Phase A			
* HJR 56 Utility Improvements Pool - Central Office - Wastewater Collections Piping - West Parks Reported to CPBOC on 8/29/2024	Multi	Pool	Design/Phase A			
* Jenny Wiley Marina Reconstruction Comments: c-h docks are removed, currently dredging channel A-B docks are still in place for boats in water	Floyd	2024-2026	In Construction	7	06/18/26	
* Jenny Wiley New Archery Center Comments: currently awaiting on dredging materials from Marina project to get structures out of flood plain per approved Corp plan	Perry	2024-2026	Design/Phase A			
* Jenny Wiley State Resort Park - Emergency Repairs House Bill 553 (2023 Regular Session) Comments: waiting on steel beams for lodge being manufactured, currently working on structure of D wings	Floyd	Other	In Construction	7	11/30/26	
* JJ Audubon Beach House Conversion	Henderson	2024-2026	Construction/Multiple Bid Packs			
* JJ Audubon New Conference Center Comments: City and County governments are pursuing additional funding.	Henderson	2024-2026	Design/Phase A			
* Kenlake State Resort Park - Grid Resilience	Marshall	CPBOC-2/01/26	Planning			
* Kenlake Structure Refurbishment (Cherokee)	Marshall	2024-2026	In Construction	87	04/26/26	
* Kentucky Dam Village State Resort Park - Grid Resilience	Marshall	CPBOC-2/01/26	Planning			
* Lake Barkley - Lodge Wing Exterior Repair Comments: Weather and found conditions have impacted the schedule.	Trigg	2024-2026	In Construction	9	01/24/27	
* Lake Barkley Fitness Center Upgrades	Trigg	2024-2026	Bidding			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<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>
Comments: First bids were rejected.						
Lake Barkley Lodge Fire Repairs	Trigg	CPBOC-4/01/22	Complete/Not Closed Out	100	02/15/23	02/15/23
* Lake Barkley State Resort Park - Emergency Repairs	Trigg	Other	Construction/Multiple Bid Packs			
House Bill 553 (2023 Regular Session)						
* Parks Maintenance Pools - Central Office-Marina Upgrades-Various Parks Reported to CPBOC on 11/19/2024	Multi	Pool	Design/Phase C			
Comments: this holds AE contract for various marinas as various stages						
* Pennyrile Beach Complex Repair/Upgrade	Christian	2024-2026	Construction/Multiple Bid Packs			
Perryville ADA Accessible Restroom Facility Comments: Weather Delays	Boyle	2024-2026	In Construction	22	04/08/26	
* Wastewater Treatment Upgrades Pool - 2020-2022 - Carter Caves - Sewer Upgrades Phase 3 Reported to CPBOC on 9/26/2024	Carter	Pool	In Construction	3	06/26/27	
* Wastewater Treatment Upgrades Pool - 2020-2022 - KY Dam Water and Infrastructure Upgrades Phase 2 Reported to CPBOC on 9/26/2024	Marshall	Pool	Design/Phase B			
* Yatesville Marina Replacement	Lawrence	2024-2026	In Construction	0	04/15/27	
Comments: Project contract will be extended substantial of 4.15.27 due to long lead times on electrical equipment and impact on Marina occupancy that was agreed upon with all parties PARKS, General Contractor and DECA						

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)	Jefferson	Pool	Complete/Not Closed Out	100	07/15/24	07/15/24
* Backup Power Supply	Jefferson	2024-2026	Bidding			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<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>
* Freedom Hall Sewer Line Replacement	Jefferson	2014-2016	Complete/Not Closed Out	100	08/24/17	08/24/17
* Kentucky Exposition Center Paving Pool - Kentucky Exposition Center Paving Project 2024 Reported to CPBOC on 8/29/2024	Jefferson	Pool	Construction/Multiple Bid Packs			
* Kentucky Exposition Center Redevelopment Plan Phase II	Jefferson	2024-2026	Design/Phase A			
* 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
* Land Acquisition	Jefferson	2024-2026	Awaiting Initiation by Agency			
* Prestonia Grounds and Infrastructure Improvements	Jefferson	2020-2022	Complete/Not Closed Out		02/02/22	02/02/22
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Freedom Hall Acoustic Reported to CPBOC on 4/25/2023	Jefferson	Pool	Complete/In Warranty	100	03/23/25	03/18/25
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Freedom Hall Seating Repl Reported to CPBOC on 4/25/2023	Jefferson	Pool	Construction/Multiple Bid Packs			
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center - Gate Replacements Reported to CPBOC on 4/25/2023	Jefferson	Pool	Construction/Multiple Bid Packs			
* State Fair Board Maintenance Pool - 2022-24 - Kentucky Exposition Center Security Reported to CPBOC on 2/21/2023	Jefferson	Pool	Construction/Multiple Bid Packs			
* State Fair Board Property Improvements - Kentucky Exposition Center Renovation Design Reported to CPBOC on 3/19/2024	Jefferson	Pool	Construction/Multiple Bid Packs			
* Upgrade Air Handling and Filtration System	Jefferson	2024-2026	Awaiting Initiation by Agency			
Transportation Cabinet/Department of Aviation						
Construct Capital City Airport Terminal Building	Franklin	2024-2026	Design/Phase B			
Construct One Aircraft Maintenance Hangar	Franklin	2024-2026	Planning			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Construct Sixteen New T-Hangars	Franklin	2024-2026	Planning			
Construct Two Medium Sized Box Hangars	Franklin	2024-2026	Design/Phase C			

Transportation Cabinet/Department of Highways

* Clark County Eastbound Rest Area Remodel	Clark	CPBOC-10/01/24	Planning			
D-9 Rowan County East and West Bound Renovation	Rowan	CPBOC-1/01/25	Design/Phase C			
* Transportation Warehouse Facility Renovation or Replacement	Franklin	2020-2022	In Construction	85	03/22/26	

Transportation Cabinet/Gen Admin & Support (Transp)

* Construct Ballard County Maintenance Facility and Salt Storage Structure	Ballard	2012-2014	Complete/In Warranty	100	12/13/25	10/31/25
* Construct Boyle County Bridge Crew Facility	Boyle	2022-2024	Complete/In Warranty	100	03/31/25	03/31/25
* Construct Breckinridge County Maintenance and Salt Storage Facility	Breckinridge	2022-2024	Design/Phase A			
* Construct Clay County District 11 Office Reallocation from Construct Manchester (D-11) District Office (\$7.445 million)	Clay	2018-2020	Complete/In Warranty	100	03/09/26	02/17/26
* Construct District 2 Office and Materials Lab	Hopkins	2022-2024	Construction/Multiple Bid Packs			
* Construct Hopkins County Maintenance Facility and Salt Storage Structure	Hopkins	2018-2020	Complete/Not Closed Out	100	08/18/23	01/26/24
* 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			
* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	Muhlenberg	2012-2014	Complete/Not Closed Out		07/08/18	07/05/18
* Construct Union County Maintenance and Salt Storage Facility	Union	2022-2024	Design/Phase C			
* Construct Whitley County Maintenance/Salt Structure	Whitley	2020-2022	In Construction	22	05/21/26	
* District 6 Office and Materials Lab House Bill 490 (2022 Regular Session) amended authorized project amount	Kenton	2020-2022	In Construction	5	08/05/26	
* Permanent Salt Conveyor System - Graves County	Graves	2022-2024	In Construction	99	01/25/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Comments: Project in final closeout						

* 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:** 2026-2 (April)**Print Date:** 04/14/2026

<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			
Kentucky School for the Blind - Evans Hall Emergency Water Damage Restoration	07/28/25	\$6,433.62	Waiting on agency to close out.
* KSD New Elementary Building	03/21/20	\$24,501.45	waiting on agency to close out
* State Schools Roof Repair and Replacement Pool - 2022-24 - Kentucky School for the Deaf Roofs	07/01/24	\$2,560.19	Awaiting Using Agency direction.
Education and Labor Cabinet/KY Educational Television			
* Transmitter and Repack	09/01/20	\$379,042.51	awaiting agency to close
Energy & Environment Cabinet/Environmental Protection			
* State-Owned Dam Repair - Bullock Pen Lake Dam	09/02/22	\$33,333.81	Awaiting Using Agency direction.
Finance and Administration Cabinet/Facilities & Support Services			
* Air Handler Replacement and Repair - Central Lab	06/02/24	\$168,993.60	Awaiting final determinations on Lab renovation project.
* DFSS Maintenance Pool - 2020-2022 and Historic Properties Deferred Maintenance - Berry Hill Mansion	10/09/25	\$7,266.53	Awaiting Using Agency direction.
* DFSS Maintenance Pool - 2020-22 - Capitol Annex Exterior Repairs	12/04/25	\$31,087.64	Awaiting Using Agency direction.
* DFSS Maintenance Pool - 2020-22 - Libraries and Archives HVAC Replacement	10/05/24	\$24,597.00	Awaiting Using Agency direction
* DFSS Maintenance Pools - CHR Central Utility Plant Optimization	10/29/25	\$94,818.45	Awaiting Using Agency direction
* L&N Building Security and Structural Upgrades	04/20/23	\$30,000.00	Waiting on agency to close out
General Government Cabinet/Military Affairs			
Construct Bowman Organizational Maintenance Shop Restoration	08/12/25	\$117,650.00	some issues were found during warranty period. waiting for contractor to correct issues before close out
* DMA Boone National Guard Center Rear Access Control Point	01/07/25	\$22,778.12	Awaiting Using Agency direction
* DMA Bowman Field Annex Readiness Center Interior Restoration	07/04/25	\$117,654.05	Additional warranty work required completion.
* DMA Danville Readiness Center Interior Restoration	08/19/24	\$47,593.11	Awaiting Using Agency direction
* DMA Richmond Readiness Center Interior Modernization	12/09/22	\$22,587.09	Awaiting Using Agency direction
General Government Cabinet/Veterans' Affairs			

QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

Reporting Agency: Finance and Administration Cabinet
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<u>Cabinet/Agency/Project Title</u>	<u>Scheduled Closeout</u>	<u>Account Balance</u>	<u>Explanation - Why has the account not been closed?</u>
Emergency Replacement Nurse Call System - Western KY Veterans' Center	10/19/25	\$202,247.96	Awaiting Using Agency direction
Health and Family Services Cabinet/Behavioral Health			
* Oakwood Replace, Upgrade, and Enhance Generators	02/16/26	\$16,064.00	Awaiting Using Agency direction.
* Renovate/Replace Cottages - Oakwood, Phase I	04/04/23	\$109,653.00	Funds to be used for phase 3
* Western State Hospital-Electrical Upgrade-Phase I	05/26/20	\$20,161.22	Multi-phase project
Justice and Public Safety Cabinet/Corrections			
* Corrections Maintenance Pools - Kentucky State Penitentiary 5 Cellhouse Sewer Repairs	08/20/25	\$91.10	waiting on agency to close out
* Corrections Maintenance Pools - Roederer Correctional Complex Kitchen Drain Line Repair/Replacement	10/30/25	\$9,000.00	Agency to use remaining funds for further kitchen repair
Green River Correctional Complex Fire Building K Power House	11/30/25	\$24,000.00	waiting on agency to close
* Kentucky Correctional Institution for Women-Sewer Plant/Line	12/28/24	\$87,202.00	waiting on agency to close
Justice and Public Safety Cabinet/Criminal Justice Training			
Criminal Justice Training Maintenance Pool - 2020-22 - Schwendeman-Thompson HVAC & Bldng Sys Upgrade	05/02/24	\$79,567.90	Awaiting Using Agency direction
Postsecondary Education Cabinet/Kentucky State University			
Blazer Library Renovation	02/10/26	\$9,945.28	Awaiting Using Agency direction.
Mold Remediation and Mechanical Repairs - The Halls	08/26/20	\$127,108.81	Awaiting Using Agency direction
Renovate Hunter Hall	06/18/24	\$36,615.76	Awaiting Using Agency direction
Postsecondary Education Cabinet/KY Higher Education Assistance Authority			
KHEAA Building - HVAC and Roof Repair	10/18/25	\$103,408.72	Awaiting Using Agency direction
Tourism, Arts & Heritage Cabinet/Fish & Wildlife Resources			
Belvedere Farm Property Acquisition	07/07/24	\$60,298.62	Awaiting Agency approval to close out project.
FILO Stream Mitigation Projects Pool - Laurel Gorge Greene Johnson	04/30/23	\$537,783.73	The project is currently in the required monitoring period. This project is in year 2 of monitoring. The project may be revisited and require more work during or after monitoring.

QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT**Reporting Agency:** Finance and Administration Cabinet**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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 Stream Mitigation Projects Pool - Mabry Wildlife Management Area 2 Design Build	04/30/23	\$1,322,717.90	The project is currently in the required monitoring period. This project is year 2 of monitoring. Project may be revisited once monitoring is complete.
Tourism, Arts & Heritage Cabinet/KY Horse Park			
* Covered Arena and Rolex Stadium	11/01/25	\$122,584.97	Awaiting Using Agency direction
Tourism, Arts & Heritage Cabinet/Parks			
Fort Boonesborough - Parkwide - Flood Reconstruction	06/15/23	\$451,780.94	Park flooded again in Spring of 2025. Awaiting Using Agency direction.;
* HB 268 Pool - Kentucky Dam Village Infrastructure Sewer Upgrades (Phase I)	07/09/25	\$89,369.60	Waiting for agency to close.
* HB 268 Pool - Lake Barkley Sewer Infrastructure Upgrade	06/17/25	\$211,152.69	Waiting for agency to close.
* HB 268 Pool - Lake Barkley Water Infrastructure Upgrade	07/24/25	\$206,039.67	Waiting for agency to close.
Lake Barkley Lodge Fire Repairs	03/15/24	\$976,345.23	Awaiting agency
Tourism, Arts & Heritage Cabinet/State Fair Board			
* Agricultural Development Board - Cardinal Stadium Demolition (Kentucky Exposition Center)	08/29/23	\$3,117.12	waiting on agency to close
* Agricultural Development Board - Entry Gate Remodel (Kentucky Exposition Center)	08/15/25	\$172,282.05	Agency and DECA have been monitoring the work to ensure all systems/components continue to operate properly and do not need any of the remaining funds to use for potential additional controls enhancements. This effort is complete and account can now be closed.
* Freedom Hall Sewer Line Replacement	09/24/18	\$59,400.00	Waiting on agency to close
* Ky International Convention Center Renovation and Expansion	12/01/19	\$44,000.00	waiting on agency to close
* Ky International Convention Center Roof Replacement	04/10/21	\$366,000.00	waiting on agency to close
* Prestonia Grounds and Infrastructure Improvements	03/02/23	\$26,553.29	Agency is evaluating additional work.
Transportation Cabinet/Gen Admin & Support (Transp)			
* Construct Hopkins County Maintenance Facility and Salt Storage Structure	02/26/25	\$20,721.51	Awaiting agency
* Construct Muhlenberg County Maintenance Facility and Salt Storage Structure	08/05/19	\$147,087.82	Awaiting agency

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Eastern Kentucky University						
* Eastern Scholar House Program Expansion House Bill 1 (2024 Regular Session)	Whitley	Other	Planning			
Academic Computing Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			
Administrative Computing Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Madison	2022-2024	Multiple Subprojects			
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)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - 0)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 1) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001 Steam Line Upgrades - Phase 2)	Madison	2022-2024	Complete/Not Closed Out	100	08/31/26	03/01/26
Other Lines						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-projects:						
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 - Rm 54)						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 1) Lower Level Interior	Madison	2022-2024	Complete/Closed Out	100	09/01/25	09/01/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Phase 2) Exterior + Brock	Madison	2022-2024	In Construction	56	07/01/27	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU004 Coates Exterior/Interior Repairs - Rm 54)	Madison	2022-2024	Complete/Closed Out	100	03/01/26	03/01/26
Asset Preservation Pool - 2022-2024 (Sub-project: EKU005 Burrier Exterior Repairs)	Madison	2022-2024	Complete/Closed Out	100	12/31/25	12/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - 0) Sub-projects:	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) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Cammack) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Campbell) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Coates Chiller)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Combs Cooling)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Chiller) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Crabbe Cooling) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Boiler) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Chiller) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Donovan Split Unit) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Fitness/Wellness) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - K-J HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Keen Johnson) - Complete/Closed Out						
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) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Perkins Heating) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Science Bldg Condnsr Pmps)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace AHUs) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Chiller) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Wallace Cooling) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Boilers) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Whitlock Cooling) - Complete/Closed Out						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Adams House)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Burrier)	Madison	2022-2024	Complete/Closed Out		11/30/23	04/25/24
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Coates Chiller)	Madison	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Combs Cooling)	Madison	2022-2024	Complete/Closed Out	100	06/30/25	07/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - K-J HVAC)	Madison	2022-2024	In Construction	71	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Lancaster Watermain)	Madison	2022-2024	Complete/Closed Out	100	09/01/25	09/01/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU006 Infra-Bldg-Sys - Science Bldg Condnsr Pmps)	Madison	2022-2024	In Construction	99	10/31/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Burrier) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Cammack) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Campbell)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates ADA) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Coates) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Combs) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Commonwealth)- Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Keen Johnson)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Rowlett)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Wallace)- Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Whitlock)- Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Campbell)	Madison	2022-2024	Complete/Closed Out	100	11/30/25	11/15/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Keen Johnson)	Madison	2022-2024	In Construction	43	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU007 Elevator Sys - Rowlett)	Madison	2022-2024	Complete/Closed Out	100	07/25/25	07/25/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU008 Pedestrian Access - 0)	Madison	2022-2024	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Campus ADA) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Campus) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Keen Johnson/Powell)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - North Hall)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Perkins)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Powell Plaza)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Ravine/Jones/Moore ADA)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Keen Johnson/Powell)	Madison	2022-2024	Complete/Closed Out	100	08/30/26	11/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - North Hall)	Madison	2022-2024	Complete/Closed Out	100	06/30/26	02/01/26
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Perkins)	Madison	2022-2024	In Construction	75	12/31/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Powell Plaza)	Madison	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: EKV008 Pedestrian Access - Ravine/Jones/Moore ADA)	Madison	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: EKV009 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: EKV010 Electrical Sys - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV010 Electrical Sys - Campus - Arc Flash)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV010 Electrical Sys - Keen Johnson) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV010 Electrical Sys - Parking Emg Phone Boxes)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKV010 Electrical Sys - Campus - Arc Flash)	Madison	2022-2024	In Construction	55	09/30/27	
Asset Preservation Pool - 2022-2024 (Sub-project: EKV010 Electrical Sys - Parking Emg Phone Boxes)	Madison	2022-2024	In Construction	87	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKV011 Roofs - 0)	Madison	2022-2024	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Sub-projects:						
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) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Heat Plant)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Ramsey/Heat Plant)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Alumni Coliseum)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Cammack)	Madison	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Heat Plant)	Madison	2022-2024	In Construction	93	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU011 Roofs - Ramsey/Heat Plant)	Madison	2022-2024	In Construction	99	04/01/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-projects:						
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 - Crabbe Library 303)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Crabbe Library 301/302)						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Rowlett) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Whitlock) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Combs)	Madison	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Commonwealth)	Madison	2022-2024	In Construction	9	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Crabbe Library 301/302)	Madison	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU012 Building Interiors - Crabbe Library 303)	Madison	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - 0)	Madison	2022-2024	Multiple Subprojects			
Sub-project:						
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Maintenance)						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Eastern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: EKU013 Begley DM - Maintenance)	Madison	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - 0) Sub-project: Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - Various) Comments: See: Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - Various)	Madison	2022-2024	Complete/Closed Out	100	12/31/25	12/31/25
Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - Various)	Madison	2022-2024	Complete/Closed Out	100	12/31/25	12/31/25
* Asset Preservation Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			
Athletics Capital Improvements Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			
* Aviation Programs House Bill 1 (2024 Regular Session)	Madison	Other	Planning			
Campus Data Network Pool - 2024-2026 Comments: I believe this should be a different project than the one I have been tracking previously. I was duplicating tracking of 3727	Madison	2024-2026	Complete/Closed Out		12/31/27	12/31/25
* Construct Aviation/Aerospace Instructional Facility Approved pursuant to KRS 45.763 \$1,890,800 in bond funds reallocated from Purchase Aviation Maintenance Technician/Pilot Training Equipment	Madison	2020-2022	Planning			
* Construct New Model Laboratory School CM-at-Risk project delivery method reported to CPBOC on 8/26/2025	Madison	2022-2024	In Construction	5	08/01/28	
* Construct New Model Laboratory School Phase II CM-at-Risk project delivery method reported to CPBOC on 8/26/2025	Madison	2024-2026	Planning			
Construct Student Life Facilities	Madison	2016-2018	In Construction	99	04/30/26	
Improve Campus Pedestrian, Park & Transp Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			
Innovation and Commercialization Pool - 2024-2026	Multi	2024-2026	Awaiting Initiation by Agency			
Maintain/Expand Begley Building	Madison	2024-2026	Awaiting Initiation by Agency			
Miscellaneous Maintenance Pool - 2022-2024 Return Mattox to Residence Hall	Madison	2022-2024	Complete/Closed Out	100	10/28/23	08/28/24
Natural Areas Improvement Pool - 2024-2026	Multi	2024-2026	Awaiting Initiation by Agency			
Property Acquisitions Pool - 2024-2026	Madison	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Eastern Kentucky University**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Renovate Additional University Services Space	Madison	2024-2026	Awaiting Initiation by Agency			
* Renovate Alumni Coliseum	Madison	2022-2024	In Construction	99	06/30/26	
Renovate/Repurpose Commonwealth Hall	Madison	2024-2026	Awaiting Initiation by Agency			
Residence Hall Renovation Pool	Madison	2020-2022	Multiple Subprojects			
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 I - Keene Hall)	Madison	2022-2024	Complete/Closed Out	100	07/31/24	07/31/24
Residence Hall Renovation Pool (Sub-project: Phase I - Palmer Hall)	Madison	2022-2024	Complete/Closed Out	100	06/30/25	03/01/25
Upgrade and Improve Residence Halls Pool - 2024-2026	Madison	2024-2026	Multiple Subprojects			
Sub-projects:						
Upgrade and Improve Residence Halls Pool - 2024-2026 (Sub-project: Phase II - Burnam Hall)						
Upgrade and Improve Residence Halls Pool - 2024-2026 (Sub-project: Phase II - Sullivan Hall)						
Upgrade and Improve Residence Halls Pool - 2024-2026 (Sub-project: Phase II - Burnam Hall)	Madison	2024-2026	In Construction	99	06/30/26	
Upgrade and Improve Residence Halls Pool - 2024-2026 (Sub-project: Phase II - Sullivan Hall)	Madison	2024-2026	Cancelled			
Upgrade Campus Infrastructure	Madison	2024-2026	Complete/Not Closed Out	79	12/31/25	12/31/25
Approved pursuant to KRS 45.763						
Comments: Multiple projects						

* 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: Eastern Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	Scheduled		
	Closeout	Account Balance	Explanation - Why has the account not been closed?
Postsecondary Education Cabinet/Eastern Kentucky University			
Asset Preservation Pool - 2022-2024 (Sub-project: EKU001	04/01/27	\$109,424.68	Have not completed draw or balancing. Project recently completed
Steam Line Upgrades - Phase 2)			
Upgrade Campus Infrastructure	01/31/27	\$1.00	See this for instead: Asset Preservation Pool - 2022-2024 (Sub-project: EKU019 Campus IT Upgrade - Various)
			Please delete completion date on this one.

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Morehead State University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Morehead State University						
* Asset Preservation Pool - 2022-2024	Rowan	2022-2024	In Construction	98	06/30/26	
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Academic-Athletic Center Life Safety)						
Asset Preservation Pool - 2022-2024 (Sub-project: Camden-Carroll Library Electrical/HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: Camden-Carroll Library Renovation)						
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communication Infrastructure Phase 2)						
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communication Infrastructure)						
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communications, Wireless)						
Asset Preservation Pool - 2022-2024 (Sub-project: Cooper Hall Renovation)						
Asset Preservation Pool - 2022-2024 (Sub-project: Eagle Lake Apartment Renovations)						
Asset Preservation Pool - 2022-2024 (Sub-project: Ginger Hall Renovation)						
Asset Preservation Pool - 2022-2024 (Sub-project: Mignon Complex Renovations)						
Asset Preservation Pool - 2022-2024 (Sub-project: Nunn Hall Renovation)						
Asset Preservation Pool - 2022-2024 (Sub-project: Water Treatment Sediment Basin)						
Asset Preservation Pool - 2022-2024 (Sub-project: Academic-Athletic Center Life Safety)	Rowan	2022-2024	In Construction	99	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Camden-Carroll Library Electrical/HVAC)	Rowan	2022-2024	Construction/Multiple Bid Packs			
Asset Preservation Pool - 2022-2024 (Sub-project: Camden-Carroll Library Renovation)	Rowan	2022-2024	Complete/Closed Out	100	08/15/24	10/01/24
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communication Infrastructure Phase 2)	Rowan	2022-2024	In Construction	93	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communication Infrastructure)	Rowan	2022-2024	Complete/Closed Out		03/15/24	03/14/24
Asset Preservation Pool - 2022-2024 (Sub-project: Campus Communications, Wireless)	Rowan	2022-2024	Complete/In Warranty	100	10/01/24	03/20/25
Asset Preservation Pool - 2022-2024 (Sub-project: Cooper Hall Renovation)	Rowan	2022-2024	Complete/In Warranty		03/17/25	05/21/25
Asset Preservation Pool - 2022-2024 (Sub-project: Eagle Lake Apartment Renovations)	Rowan	2022-2024	In Construction	96	08/01/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Ginger Hall Renovation)	Rowan	2022-2024	In Construction	97	06/30/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Morehead State University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: Mignon Complex Renovations)	Rowan	2022-2024	In Construction	90	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Nunn Hall Renovation)	Rowan	2022-2024	Complete/In Warranty	100	12/30/25	12/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: Water Treatment Sediment Basin)	Rowan	2022-2024	In Construction	70	06/30/26	
* Asset Preservation Pool - 2024-2026	Rowan	2024-2026	In Construction	20	06/30/27	
Sub-projects:						
Asset Preservation Pool - 2024-2026 (Sub-project: Breckinridge Hall Renovation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Campus Comm Infrastructure Phase 3)						
Asset Preservation Pool - 2024-2026 (Sub-project: Campus Elevator Upgrades)						
Asset Preservation Pool - 2024-2026 (Sub-project: Fields Hall Renovation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Library 2nd Floor)						
Asset Preservation Pool - 2024-2026 (Sub-project: Normal Hall Raze and Replace)						
Asset Preservation Pool - 2024-2026 (Sub-project: Space Science Fiber Upgrade)						
Asset Preservation Pool - 2024-2026 (Sub-project: Vet Tech Lab Renovation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Water Testing Lab Renovation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Wetherby Drainage Remediation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Breckinridge Hall Renovation)	Rowan	2024-2026	In Construction	60	12/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Campus Comm Infrastructure Phase 3)	Rowan	2024-2026	In Construction	62	06/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Campus Elevator Upgrades)	Rowan	2024-2026	In Construction	30	06/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Fields Hall Renovation)	Rowan	2024-2026	In Construction	90	06/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Library 2nd Floor)	Rowan	2024-2026	Complete/In Warranty	100	09/30/25	09/30/25
Asset Preservation Pool - 2024-2026 (Sub-project: Normal Hall Raze and Replace)	Rowan	2024-2026	In Construction	12	12/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Space Science Fiber Upgrade)	Rowan	2024-2026	Complete/In Warranty	100	06/30/25	06/30/25
Asset Preservation Pool - 2024-2026 (Sub-project: Vet Tech Lab Renovation)	Rowan	2024-2026	In Construction	75	12/31/25	
Comments: Punch list items being completed in 3rd quarter 2026.						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Morehead State University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2024-2026 (Sub-project: Water Testing Lab Renovation)	Rowan	2024-2026	Complete/In Warranty	100	09/29/25	09/29/25
Asset Preservation Pool - 2024-2026 (Sub-project: Wetherby Drainage Remediation)	Rowan	2024-2026	Complete/In Warranty	100	12/30/25	12/30/25
Capital Renewal and Maintenance Pool - Auxiliary	Rowan	2020-2022	Awaiting Initiation by Agency			
* Construct Multi-Disciplinary Classroom Building	Rowan	2024-2026	In Construction	16	06/30/27	
Construct New Residence Hall	Rowan	2022-2024	Awaiting Initiation by Agency			
Construct New Residence Hall #1	Rowan	2024-2026	In Construction	70	07/01/26	
Construct New Residence Hall #2	Rowan	2024-2026	Awaiting Initiation by Agency			
* Construct Science and Engineering Building CM-GC project delivery method reported to CPBOC on 1/30/2024	Rowan	2022-2024	In Construction	38	05/06/27	
* Morehead Deep Space Array House Bill 1 (2024 Regular Session)	Rowan	Other	Awaiting Initiation by Agency			
Renovate Cartmell 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			

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Murray State University
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Murray State University						
Acquire Agriculture Research Farm Land	Calloway	2024-2026	Awaiting Initiation by Agency			
Acquire Property	Calloway	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Calloway	2022-2024	Multiple Subprojects			
Sub-projects:						
Match coming from Historic Building Preservation Pool agency bond proceeds, except for White Hall projects						
Asset Preservation Pool - 2022-2024 (Sub-project: Applied Science Renovations - Agriculture)						
Asset Preservation Pool - 2022-2024 (Sub-project: Biology Building Cooling Tower Replacement)						
Asset Preservation Pool - 2022-2024 (Sub-project: Carman Animal Health HVAC Upgrades) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: Carr Hall Emergency Generator Replacement)						
Asset Preservation Pool - 2022-2024 (Sub-project: Carr Hall HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: CFSB Center Auxiliary Generator)						
Asset Preservation Pool - 2022-2024 (Sub-project: Curris Center Interior Refresh) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts HVAC Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts Interior Stair 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: Pogue Library HVAC and Electrical Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: Racer Arena HVAC)						
Asset Preservation Pool - 2022-2024 (Sub-project: Waterfield HVAC Phase II) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: Wells Hall HVAC Upgrades)						
Asset Preservation Pool - 2022-2024 (Sub-project: White Hall Air Handling Unit Replacement) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: White Hall Boiler Replacement) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: White Hall Hydronic Piping Replacement)						
Asset Preservation Pool - 2022-2024 (Sub-project: Applied Science Renovations - Agriculture)	Calloway	2022-2024	Complete/In Warranty	100	12/02/25	01/01/26
Asset Preservation Pool - 2022-2024 (Sub-project: Biology Building Cooling Tower Replacement)	Calloway	2022-2024	Complete/In Warranty	100	07/19/25	06/19/25
Asset Preservation Pool - 2022-2024 (Sub-project: Carr Hall Emergency Generator Replacement)	Calloway	2022-2024	Complete/Closed Out	100	04/18/24	07/31/24
Asset Preservation Pool - 2022-2024 (Sub-project: Carr Hall HVAC)	Calloway	2020-2022	Complete/In Warranty	100	11/22/25	11/22/25
Asset Preservation Pool - 2022-2024 (Sub-project: CFSB Center Auxiliary Generator)	Calloway	2022-2024	Design/Phase B			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Murray State University
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts HVAC Upgrades)	Calloway	2022-2024	Complete/In Warranty	100	08/15/25	09/15/25
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts Interior Stair Renovations)	Calloway	2022-2024	Complete/Not Closed Out	100	08/19/24	08/01/24
Asset Preservation Pool - 2022-2024 (Sub-project: Fine Arts HVAC Upgrades)	Calloway	2022-2024	Complete/In Warranty	100	12/09/25	01/09/26
Asset Preservation Pool - 2022-2024 (Sub-project: Hancock HVAC Renovations)	Caldwell	2022-2024	Complete/Not Closed Out	100	03/01/25	02/01/25
Asset Preservation Pool - 2022-2024 (Sub-project: Pogue Library HVAC and Electrical Upgrades) Comments: Old existing roof vents have to be removed due to creating a chimney effect.	Calloway	2022-2024	In Construction	99	12/09/25	
Asset Preservation Pool - 2022-2024 (Sub-project: Racer Arena HVAC)	Calloway	2020-2022	Complete/In Warranty	100	11/22/25	11/22/25
Asset Preservation Pool - 2022-2024 (Sub-project: Wells Hall HVAC Upgrades)	Calloway	2022-2024	Design/Phase B			
Asset Preservation Pool - 2022-2024 (Sub-project: White Hall Hydronic Piping Replacement)	Calloway	2022-2024	Complete/In Warranty	100	08/11/25	07/11/25
* Asset Preservation Pool - 2024-2026 Sub-projects:	Calloway	2024-2026	Multiple Subprojects			
Asset Preservation Pool - 2024-2026 (Sub-project: Alexander Hall Chiller Repl & Building Upgrades)						
Asset Preservation Pool - 2024-2026 (Sub-project: Blackburn Building Window Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: Carr Hall Window Replacements)						
Asset Preservation Pool - 2024-2026 (Sub-project: Central Plant Boiler Controls)						
Asset Preservation Pool - 2024-2026 (Sub-project: Central Plant Chiller #2 & Chill Water Upgrade)						
Asset Preservation Pool - 2024-2026 (Sub-project: Collins Industry & Tech Bldg Generator & AHU #5)						
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Doyle Fine Arts)						
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Expo Center)						
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Hancock Biological)						
Asset Preservation Pool - 2024-2026 (Sub-project: Electrical Infrastructure Upgrades)						
Asset Preservation Pool - 2024-2026 (Sub-project: Expo Center Boiler Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: General Services Chiller Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: Mason Hall Renovations - Nursing)						
Asset Preservation Pool - 2024-2026 (Sub-project: Science Complex - Biology Boiler Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: Wilson Hall HVAC Upgrades)						
Asset Preservation Pool - 2024-2026 (Sub-project: Wrathier Hall Window Repl & Exterior Envelope)						
Asset Preservation Pool - 2024-2026 (Sub-project: Alexander Hall Chiller Repl & Building Upgrades)	Calloway	2024-2026	In Construction	70	02/01/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Murray State University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Comments: One stairwell remaining for stair treat and lighting replacement and boiler replacement.						
Asset Preservation Pool - 2024-2026 (Sub-project: Blackburn Building Window Replacement)	Calloway	2024-2026	In Construction	60	01/22/26	
Comments: Weather delays and working around building occupants has delayed the process.						
Asset Preservation Pool - 2024-2026 (Sub-project: Carr Hall Window Replacements)	Calloway	2024-2026	Design/Phase B			
Asset Preservation Pool - 2024-2026 (Sub-project: Central Plant Boiler Controls)	Calloway	2024-2026	Complete/In Warranty	99	10/15/25	10/15/25
Asset Preservation Pool - 2024-2026 (Sub-project: Central Plant Chiller #2 & Chill Water Upgrade)	Calloway	2024-2026	In Construction	85	04/16/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Collins Industry & Tech Bldg Generator & AHU #5)	Calloway	2024-2026	In Construction	85	05/16/26	
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Doyle Fine Arts)	Calloway	2024-2026	In Construction	95	12/31/25	
Comments: Finishing connection between Johnson Theater and FA tower and Penthouse for elevator controls						
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Expo Center)	Calloway	2024-2026	Awarding Contract			
Asset Preservation Pool - 2024-2026 (Sub-project: E&G Fire Alarm Replacement - Hancock Biological)	Calloway	2024-2026	Design/Phase C			
Asset Preservation Pool - 2024-2026 (Sub-project: Electrical Infrastructure Upgrades)	Calloway	2024-2026	Awarding Contract			
Asset Preservation Pool - 2024-2026 (Sub-project: Expo Center Boiler Replacement)	Calloway	2024-2026	Design/Phase C			
Asset Preservation Pool - 2024-2026 (Sub-project: General Services Chiller Replacement)	Calloway	2024-2026	In Construction	85	06/21/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Mason Hall Renovations - Nursing)	Calloway	2024-2026	Design/Phase C			
Asset Preservation Pool - 2024-2026 (Sub-project: Science Complex - Biology Boiler Replacement)	Calloway	2024-2026	Complete/In Warranty	100	11/23/25	12/19/25
Asset Preservation Pool - 2024-2026 (Sub-project: Wilson Hall HVAC Upgrades)	Calloway	2024-2026	Design/Phase B			
Asset Preservation Pool - 2024-2026 (Sub-project: Wrather Hall Window Repl & Exterior Envelope)	Calloway	2024-2026	In Construction	20	04/16/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Murray State University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - Residence Halls	Calloway	2024-2026	Awaiting Initiation by Agency			
Athletic Facilities Improvements Pool - 2024-2026	Calloway	2024-2026	Multiple Subprojects			
Sub-project: Athletic Facilities Improvements Pool - 2024-2026 (CFSB Center Lower Bowl Seating Replacement)						
Athletic Facilities Improvements Pool - 2024-2026 (CFSB Center Lower Bowl Seating Replacement)	Calloway	2024-2026	In Construction	5	10/30/26	
* Construct Learning Commons with Housing	Calloway	2024-2026	In Construction	10	12/01/26	
Construct New Auxiliary Services Building	Calloway	2024-2026	Awaiting Initiation by Agency			
* Construct New Breathitt Veterinary Center	Christian	2014-2016	Multiple Subprojects			
Sub-projects: Construct New Breathitt Veterinary Center (Sub-project: Construct Brick Monument Style Sign) 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) - Complete/Closed Out						
Construct New Breathitt Veterinary Center (Sub-project: Construct Brick Monument Style Sign)	Christian	2014-2016	Bidding			
Construct Residential Housing P3 project delivery method reported to CPBOC on 10/21/2021	Calloway	2020-2022	Cancelled			
* Construct School of Nursing and Health Professional Building	Calloway	2022-2024	In Construction	60	06/10/26	
Construct Veterinary Technician Program Facility House Bill 1 (2024 Regular Session)	Calloway	Other	Bidding			
Construct/Renovate Dining Facility	Calloway	2024-2026	Awaiting Initiation by Agency			
Curris Center Roof Replacement	Calloway	CPBOC-4/01/25	Complete/In Warranty	100	07/30/25	07/16/25
Enhance Dining Facility	Calloway	2024-2026	Planning			
* Renovate Cybersecurity Building House Bill 1 (2024 Regular Session)	Calloway	Other	Design/Phase C			
Renovate Residence Hall Electrical System	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall HVAC System	Calloway	2020-2022	Awaiting Initiation by Agency			
Renovate Residence Hall Interior	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)	Calloway	2020-2022	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Murray State University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Sub-projects:						
Replace Campus Comm Infrastructure (Fiber Ring)	(Sub-project: Phase I)	- Complete/Closed Out				
Replace Campus Comm Infrastructure (Fiber Ring)	(Sub-project: Phase II)					
Replace Campus Comm Infrastructure (Fiber Ring) (Sub-project: Phase II)	Calloway	2022-2024	Complete/Closed Out	100	08/01/24	08/30/24
Replace College Courts Apartments	Calloway	2024-2026	Awaiting Initiation by Agency			
Replace Residence Hall Domestic Water Piping	Calloway	2020-2022	Awaiting Initiation by Agency			
Replace Susan E. Bauernfeind Wellness Center Pool HVAC Unit and Building Automation Systems Controls	Calloway	CPBOC-2/01/26	A/E Selection			

* 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: Murray State University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	Scheduled Closeout	Account Balance	Explanation - Why has the account not been closed?
Postsecondary Education Cabinet/Murray State University			
Asset Preservation Pool - 2022-2024 (Sub-project: Doyle Fine Arts Interior Stair Renovations)	09/01/25	\$215,162.09	Reviewing additional egress improvements
Asset Preservation Pool - 2022-2024 (Sub-project: Hancock HVAC Renovations)	03/01/26	\$112,500.00	Ensuring all warranty issues are taken care of with roof top units before closing.
Renovation of Blackburn Science Building	05/29/22	\$684,735.58	Reviewing options for additional HVAC upgrades

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Northern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Northern Kentucky University						
Acquire Land/Master Plan 2010-2012	Campbell	2010-2012	Planning			
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						
* Asset Preservation Pool - 2022-2024	Campbell	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: Civic Center Systems Replacement)						
Asset Preservation Pool - 2022-2024 (Sub-project: Herrmann Science Center Capital Renewal)						
Asset Preservation Pool - 2022-2024 (Sub-project: Misc. University Center Renovation)						
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)						
Asset Preservation Pool - 2022-2024 (Sub-project: Civic Center Systems Replacement)	Campbell	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Herrmann Science Center Capital Renewal)	Campbell	2022-2024	In Construction	46	08/31/27	
Asset Preservation Pool - 2022-2024 (Sub-project: Misc. University Center Renovations)	Campbell	2022-2024	Complete/In Warranty	100	08/31/25	08/15/25
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Fine Arts Center Phase II)	Campbell	2022-2024	Complete/In Warranty	100	01/20/26	01/20/26
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Nunn Hall)	Campbell	2022-2024	Complete/In Warranty	100	08/01/25	08/08/25
Asset Preservation Pool - 2022-2024 (Sub-project: Renew/Renovate Steely Library)	Campbell	2022-2024	In Construction	10	09/01/26	
* Asset Preservation Pool - 2024-2026	Campbell	2024-2026	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Northern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Sub-projects:						
Asset Preservation Pool - 2024-2026 (Sub-project: Administrative Center Space Modernization)						
Asset Preservation Pool - 2024-2026 (Sub-project: Kentucky Hall Facade Restoration)						
Asset Preservation Pool - 2024-2026 (Sub-project: Regents Hall HVAC Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: Regents Hall Restroom/Plumbing Renovation)						
Asset Preservation Pool - 2024-2026 (Sub-project: Renew/Upgrade Power Plant Equipment)						
Asset Preservation Pool - 2024-2026 (Sub-project: Replace Admin Center Plumbing Construction)						
Asset Preservation Pool - 2024-2026 (Sub-project: Replace Intramural Field Turf)						
Asset Preservation Pool - 2024-2026 (Sub-project: Restore University Drive Garage)						
Asset Preservation Pool - 2024-2026 (Sub-project: Restore Welcome Center Garage)						
Asset Preservation Pool - 2024-2026 (Sub-project: Steely HVAC Replacement)						
Asset Preservation Pool - 2024-2026 (Sub-project: Student Union Roof Restoration)						
Asset Preservation Pool - 2024-2026 (Sub-project: Upgrade Campus Fire Alarm System)						
Asset Preservation Pool - 2024-2026 (Sub-project: Administrative Center Space Modernization)	Campbell	2024-2026	Design/Phase A			
Asset Preservation Pool - 2024-2026 (Sub-project: Kentucky Hall Facade Restoration)	Campbell	2024-2026	Design/Phase C			
Asset Preservation Pool - 2024-2026 (Sub-project: Regents Hall HVAC Replacement)	Campbell	2024-2026	In Construction	96	06/01/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Regents Hall Restroom/Plumbing Renovation)	Campbell	2024-2026	Complete/In Warranty	100	01/15/26	01/15/26
Asset Preservation Pool - 2024-2026 (Sub-project: Renew/Upgrade Power Plant Equipment)	Campbell	2024-2026	In Construction	70	10/01/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Replace Admin Center Plumbing Construction)	Campbell	2024-2026	In Construction	32	08/31/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Replace Intramural Field Turf)	Campbell	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: Restore University Drive Garage)	Campbell	2024-2026	Bidding			
Asset Preservation Pool - 2024-2026 (Sub-project: Restore Welcome Center Garage)	Campbell	2024-2026	Complete/In Warranty	100	08/01/25	11/15/25
Asset Preservation Pool - 2024-2026 (Sub-project: Steely HVAC Replacement)	Campbell	2024-2026	In Construction	7	03/31/27	
Asset Preservation Pool - 2024-2026 (Sub-project: Student Union Roof Restoration)	Campbell	2024-2026	Complete/In Warranty	100	10/01/25	12/01/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Northern Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2024-2026 (Sub-project: Upgrade Campus Fire Alarm System)	Campbell	2024-2026	In Construction	15	10/01/26	
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/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) - Complete/Closed Out 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) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Install Univ Suites LED Lights) - Complete/Closed Out 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) - Complete/Closed Out 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) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Replace Callahan Boilers #2 & #3) - Complete/Closed Out Construct/Acquire New Residence Hall 2016-2018 (Sub-project: Univ. Suites Boilers & Thermostats) - Complete/Closed Out 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) - Complete/Closed Out 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: Univ. Suites Exterior Façade Repairs) Asset Preservation Pool - 2022-2024 funds will also be used	Campbell	2016-2018	Complete/Closed Out	100	05/01/24	03/18/24
* Enhance Online Programs	Statewide	2024-2026	In Construction	30	12/31/28	
* Expand Herrmann Science Center CM-GC project delivery method reported to CPBOC on 3/26/2024	Campbell	2022-2024	In Construction	46	08/31/27	
Expand/Renovate Soccer Complex Senate Bill 91 (2024 Regular Session)	Campbell	Other	Planning			

QUARTERLY CAPITAL PROJECTS STATUS REPORT
Reporting Agency: Northern Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Reconstruct Outdoor Tennis Complex	Campbell	CPBOC-5/01/25	In Construction	38	06/30/26	
* Renew/Renovate Landrum Academic Center Senate Bill 91 (2024 Regular Session)	Campbell	Other	Design/Phase B			
Renew/Repair Parking Garage Pool	Campbell	2024-2026	Awaiting Initiation by Agency			
Renovate Nunn Hall Phase I	Campbell	2024-2026	Complete/In Warranty	100	07/31/25	11/18/25
Renovate Residence Halls	Campbell	2020-2022	Awaiting Initiation by Agency			
* Renovate/Expand Civic Center for Northern Kentucky Medical Examiner and KSP Crime Lab Relocation CM-GC project delivery method reported to CPBOC on 3/19/2026	Campbell	2024-2026	Design/Phase C			
Replace Event Center Technology Approved pursuant to KRS 45.763	Campbell	2024-2026	Awaiting Initiation by Agency			
Replace Recreation Field Turf Asset Preservation Pool - 2024-2026 authorization will be used instead	Campbell	2022-2024	Awaiting Initiation by Agency			

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/University of Kentucky						
Acquire Data Center Hardware	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire E&G Enterprise 1	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire E&G Enterprise 2	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire Information Technology Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
Acquire Land	Statewide	2024-2026	Multiple Subprojects			
Sub-projects:						
Acquire Land (Sub-project: 3604 Georgetown Road) - 12/03/2024 - FCR 13 - Complete/Closed Out						
Acquire Telemedicine/Virtual ICU	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Administrative Facility	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Clinical/Research Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Elevator Systems - UK HealthCare Parking Structure 8 - New Elevator - 9/16/2022 - FCR 11	Fayette	2022-2024	Complete/Closed Out	100	10/01/24	10/01/24
Acquire/Improve Golf Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 1	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 2	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Medical/Administrative Facility 3 - UKHC King's Daughters Emergency Department, Imaging, Entrance) 6/13/2024 - FCR 19; 6/13/2024 - FCR 19; 12/03/2024 - FCR 21	Boyd	2022-2024	In Construction	88	07/17/26	
Acquire/Improve Medical/Administrative Facility 4	Undetermine	2024-2026	Awaiting Initiation by Agency			
Acquire/Improve Service Core Systems	Fayette	2024-2026	Multiple Subprojects			
Sub-projects:						
Acquire/Improve Service Core Systems (Sub-project: Modernize Elevators in the Ctr for Robotics/Mfg) - 9/13/2024 - FCR 15						
Acquire/Improve Service Core Systems - UK HealthCare	Fayette	2024-2026	Multiple Subprojects			
Sub-projects:						
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Modernize 3 Elevators at Pav WH) - 12/13/2022 - FCR 18						
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Modernize Elevators at KY Clinic) - 12/13/2022 - FCR 14						
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Replace Five Elevators at Pav H) - 12/02/2025 - FCR 14						
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Replace Four Elevators at Pav H) - 2/23/2024 - FCR 19						

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Modernize 3 Elevators at Pav WH)	Fayette	2024-2026	In Construction	61	06/07/26	
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Modernize Elevators at KY Clinic)	Fayette	2022-2024	Design/Phase C			
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Replace Five Elevators at Pav H)	Fayette	2024-2026	Bidding			
Acquire/Improve Service Core Systems - UK HealthCare (Sub-project: Replace Four Elevators at Pav H)	Fayette	2022-2024	Cancelled			
Acquire/Improve Service Core Systems (Sub-project: Modernize Elevators in the Ctr for Robotics/Mfg)	Fayette	2024-2026	In Construction	99	04/10/26	
Acquire/Improve Svc Core Systems - King's Daughters Med Ctr	Undetermined	2024-2026	Awaiting Initiation by Agency			
Acquire/Partnership Medical System 1 Radiation Oncology Medical Practice - 4/25/2025 - FCR 10	Undetermined	2024-2026	Complete/Closed Out		07/01/25	07/01/25
Acquire/Partnership Medical System 2	Undetermined	2024-2026	Awaiting Initiation by Agency			
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) - Complete/Closed Out	Fayette	2022-2024	Multiple Subprojects			
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 - Complete/Closed Out 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-project: Network Infrastructure Upgrade)	Fayette	2020-2022	In Construction	85	06/30/26	
ADA Compliance Pool - 2024-2026	Fayette	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Fayette	2022-2024	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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: 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) - 6/17/2022 - FCR 19; 12/05/2023 - FCR 10						
Asset Preservation Pool - 2022-2024 (Sub-project: Moloney Building Repairs) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: Moloney Roof Repairs)						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovations for Office and Support Services)						
Asset Preservation Pool - 2022-2024 (Sub-project: Bosworth Hall Renovations)	Fayette	2022-2024	Complete/Closed Out	100	12/16/24	12/16/24
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 0)	Fayette	2022-2024	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 1) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 2) - Complete/Closed Out						
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) - Complete/Closed Out						
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) - Complete/Closed Out						
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) - Complete/Closed Out						
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) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 14) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 10) Panama Canal Steam and Condensate Infrastructure Repair	Fayette	2022-2024	Complete/In Warranty	100	04/18/25	04/18/25
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 12) Memorial Coliseum Steam Chilled Water and Ductbank	Fayette	2022-2024	Complete/In Warranty	100	04/02/25	04/02/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 3) Fine Arts-Guignol Windows	Fayette	2022-2024	Complete/Closed Out	100	08/16/24	08/16/24
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 4) Memorial Coliseum Miscellaneous Building Systems	Fayette	2022-2024	Complete/Closed Out	100	07/08/24	07/08/24
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 6) Lafferty Hall/Fine Arts Guignol Building HVAC	Fayette	2022-2024	Complete/Closed Out	100	08/16/24	08/16/24
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 7) Medium Voltage Distribution Upgrades	Fayette	2022-2024	Complete/In Warranty	100	05/13/25	05/13/25
Asset Preservation Pool - 2022-2024 (Sub-project: FY23 Various Infrastructure/System Improvements 9) Huguelet and Washington Avenue Steam	Fayette	2022-2024	Complete/Closed Out	100	09/24/24	09/24/24
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 0) Sub-projects: Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 1) Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 2) Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 3)	Fayette	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 1) Shawneetown Stormwater Improvements	Fayette	2022-2024	Cancelled			
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 2) Central Heating Boiler Replacement	Fayette	2022-2024	In Construction	30	06/02/26	
Asset Preservation Pool - 2022-2024 (Sub-project: FY24 Various Infrastructure/System Improvements 3) De-bottleneck Chilled Water	Fayette	2022-2024	In Construction	48	06/02/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Miller Hall)	Fayette	2022-2024	Complete/In Warranty	100	06/04/25	06/04/25
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Multi-Disciplinary Science Building)	Fayette	2022-2024	Complete/In Warranty	100	10/28/25	10/28/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Patterson Office Tower)	Fayette	2022-2024	In Construction	48	05/29/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Improve Pence Hall)	Fayette	2022-2024	Complete/In Warranty	100	07/17/25	07/17/25
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) CM-GC project delivery method reported to CPBOC on 4/25/2023	Fayette	2022-2024	In Construction	85	05/06/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Moloney Roof Repairs)	Fayette	2022-2024	Complete/Closed Out	100	08/23/24	08/23/24
Asset Preservation Pool - 2022-2024 (Sub-project: Renovations for Office and Support Services)	Fayette	2022-2024	Complete/Closed Out	100	07/19/24	07/19/24
* Asset Preservation Pool - 2024-2026 Sub-projects: Asset Preservation Pool - 2024-2026 (Sub-project: Anderson Hall Tower HVAC Renovation - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: College of Nursing Renovation) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: Dickey Hall Renovation) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 0) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 0) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: Hilary J. Boone Center Renovation) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: MI King Renovation) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: Renovate Taylor Education Building) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: TH Morgan Biological Sciences Renovation) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: WT Young Basement Renovation) - 12/03/2024 - FCR 20	Fayette	2024-2026	Multiple Subprojects			
Asset Preservation Pool - 2024-2026 (Sub-project: Anderson Hall Tower HVAC Renovation)	Fayette	2024-2026	Awaiting Initiation by Agency			
Asset Preservation Pool - 2024-2026 (Sub-project: College of Nursing Renovation)	Fayette	2024-2026	Awaiting Initiation by Agency			
Asset Preservation Pool - 2024-2026 (Sub-project: Dickey Hall Renovation)	Fayette	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 0) Sub-projects: Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 1) Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 2)	Fayette	2024-2026	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 1) Repair CUP Deaerator Tank	Fayette	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: FY25 Various Infrastructure/System Improvements 2) Upper Street Sanitary Crossing	Fayette	2024-2026	Complete/In Warranty	100	02/03/26	02/03/26
Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 0) Sub-projects: Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 1) - 12/03/2024 - FCR 20 Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 2) - 12/03/2025 - FCR 20	Fayette	2024-2026	Multiple Subprojects			
Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 1) Replace CUP Deaerator Tank	Fayette		Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: FY26 Various Infrastructure/System Improvements 2) Replace Two CUP Burners in Boilers	Fayette	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: Hilary J. Boone Center Renovation)	Fayette	2024-2026	Awaiting Initiation by Agency			
Asset Preservation Pool - 2024-2026 (Sub-project: MI King Library Renovation)	Fayette	2024-2026	Design/Phase B			
Asset Preservation Pool - 2024-2026 (Sub-project: Renovate Taylor Education Building)	Fayette	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: TH Morgan Biological Sciences Renovation)	Fayette	2024-2026	Awaiting Initiation by Agency			
Asset Preservation Pool - 2024-2026 (Sub-project: WT Young Basement Renovation)	Fayette	2024-2026	Design/Phase C			
Cancer Treatment Center/Ambulatory Outpatient Center (combined auth)	Fayette	2020-2022	In Construction	42	10/29/27	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Authorizations for the following projects have been combined (6/13/2024 - FCR 16) and reported to CPBOC on 10/15/2024: Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center - Phase 1 (combined auth) - \$500 million in restricted funds and \$50 million with third party financing Approved pursuant to KRS 45.763 Construct Cancer/Ambulatory Facility Phase 2 - \$350 million in restricted funds CM-GC project delivery method reported to CPBOC on 4/25/2023 Design-build project delivery method for Thermal Utility Tunnel reported to CPBOC on 5/23/2024						
Construct Academic Building	Fayette	2024-2026	Design/Phase A			
Makerspace Building - Design Phase - 4/25/2025 - FCR 8 CM-at-Risk project delivery method reported to CPBOC on 2/19/2026						
Construct Academic Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Agriculture Federal Research Facility 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Agriculture Federal Research Facility II	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Agriculture Research Facility (combined auth)	Fayette	2022-2024	In Construction	61	11/19/26	
Authorizations for the following projects have been combined (4/25/2024 - FCR 11) and reported to CPBOC on 6/20/2024: Construct Agriculture Research Facility 1 (2022) - \$20 million in restricted funds Construct Agriculture Research Facility 1 (2024) - \$200 million in bond funds and \$30 million in restricted funds Construct/Relocate/Replace Greenhouses - \$50 million in restricted funds CM-GC project delivery method reported to CPBOC on 9/27/2023						
Construct Agriculture Research Facility 1	Fayette	2022-2024	Combined Authorities			
See Construct Agriculture Research Facility (combined auth)						
* Construct Agriculture Research Facility 1	Fayette	2024-2026	Awaiting Initiation by Agency			
6/16/2023 - FCR 9 See Construct Agriculture Research Facility (combined auth) CM-GC project delivery method reported to CPBOC on 9/27/2023						
Construct Agriculture Research Facility 2	Woodford	2022-2024	Combined Authorities			
See Construct Meat Facility and Food Development Center (combined auth)						
Construct Agriculture Research Facility 2	Undetermine	2024-2026	Bidding			
Greenhouse, Headhouse and Renovation of Existing Seedhouse - 9/13/2024 - FCR 10						
Construct Agriculture Research Facility 3	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct Ambulatory Facility - UK HealthCare	Fayette	2020-2022	Combined Authorities			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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 - Phase 1 (combined auth)						
Construct Athletics Hall of Fame Plaza	Fayette	2024-2026	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 Sub-projects: Construct Beam Institute I and II (combined auth) (Sub-project: Maturation Building) - Complete/Closed Out Construct Beam Institute I and II (combined auth) (Sub-project: Still Building)	Fayette	2020-2022	Multiple Subprojects			
Construct Beam Institute I and II (combined auth) (Sub-project: Still Building)	Fayette	2020-2022	Complete/Closed Out	100	01/03/24	01/03/24
Construct Building Systems - Hamburg	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Cancer/Ambulatory Facility Phase 2 Cancer Treatment Center/Ambulatory Outpatient Center (combined auth)	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Childcare Center Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct College of Medicine Building Design Phase - 5/4/2021 - FCR 13	Fayette	2020-2022	Awaiting Initiation by Agency			
Construct Cross Country Trail	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Digital Village Building 3 Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Equine/Horticulture Campus	Undetermined	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* 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	In Construction	59	01/22/27	
Construct Hotel/Conference Center Approved pursuant to KRS 45.763	Fayette	2024-2026	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/Closed Out	100	12/12/23	12/12/23
Construct Kroger Field Fan Experience District 6/13/2025 - FCR 21 Comments: This project is being completed with the P3 delivery method.	Fayette		Other			
Construct Meat Facility and Food Development Center (combined auth) Authorizations for the following projects have been combined (9/13/2024 - FCR 9) and reported to CPBOC on 10/15/2024: Construct Agriculture Research Facility 2 (2022) - \$10 million in restricted funds Construct Meats/Food Development Center - \$90 million in restricted funds Meats and Food Development Center - Design Phase - 12/05/2023 - FCR 21 CM-at-Risk project delivery method reported to CPBOC on 4/23/2024	Fayette	2024-2026	In Construction	74	09/10/26	
Construct Meats/Food Development Center See Construct Meat Facility and Food Development Center (combined auth)	Undetermine	2024-2026	Combined Authorities			
Construct Medical Facility - King's Daughters Medical Center Medical Office Building - 2/21/2025 - FCR 11	Undetermine	2024-2026	Design/Phase B			
Construct Metal Arts/Digital Media Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Multi-Use Living Complex Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Office Park at Coldstream Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Parking/Transportation System - Hamburg Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Patient Care Facility (combined auth)	Fayette	2002-2004	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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						
Construct Patient Care Facility (combined auth) (Sub-project 1J: Fit-up Pavilion A Basement/Etc.)	Fayette	2002-2004	Complete/In Warranty	100	03/21/25	03/21/25
Construct Police Headquarters	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Retail/Parking Facilities 1 & 2 (Cancer/Ambulatory Facility)-UK HealthCare (combined auth)	Fayette	2022-2024	Other			
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 with third-party financing Construct Retail/Parking Facility 2 - \$75 million with third-party financing CPBOC approved development agreement on 5/23/2024 Comments: This project is being completed with the P3 delivery method.						
Construct Retail/Parking Facility 1 Approved pursuant to KRS 45.763	Fayette	2022-2024	Combined Authorities			
Construct Retail/Parking Facilities 1 and 2 - 9/15/2023 - FCR 13 See Construct Retail/Parking Facilities 1 & 2 (Cancer/Ambulatory Facility)-UK HealthCare (combined auth)						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
Construct Retail/Parking Facility 1 Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Retail/Parking Facility 2 Approved pursuant to KRS 45.763 Construct Retail/Parking Facilities 1 and 2 - 9/15/2023 - FCR 13 See Construct Retail/Parking Facilities 1 & 2 (Cancer/Ambulatory Facility)-UK HealthCare (combined auth)	Fayette	2022-2024	Combined Authorities			
Construct Retail/Parking Facility 2 Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Service Core Systems - Hamburg	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Site/Civil Infrastructure - Hamburg	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct State Street Medical Facilities See Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center (combined auth)	Fayette	2022-2024	Combined Authorities			
Construct Support Services Building Environmental Quality Management Center - 6/13/2024 - FCR 20 CM-at-Risk project delivery method reported to CPBOC on 7/31/2024	Fayette	2024-2026	In Construction	56	08/15/26	
Construct Teaching Pavilion	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct Tennis Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct UK HealthCare Medical Transport Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct UKHC Cancer Treatment Center and Ambulatory Outpatient Center - Phase 1 (combined auth) See Cancer Treatment Center/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 - \$400 million in restricted funds and \$50 million with third party financing Approved pursuant to KRS 45.763 Construct State Street Medical Facilities - \$100 million in restricted funds CM-GC project delivery method reported to CPBOC on 4/25/2023 Design-build project delivery method for Thermal Utility Tunnel reported to CPBOC on 5/23/2024	Fayette	2020-2022	Combined Authorities			
Construct Utilities Infrastructure - Hamburg Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct West End Zone Club Space 6/13/2025 - FCR 25	Fayette	2024-2026	Bidding			
Construct/Fit-up Retail Space	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Construct/Improve Academic/Research Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Alumni Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Ambulatory Care	Undetermined	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Athletics Facility 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Sub-project: Construct/Improve Athletics Facility 2 (Sub-project: Multi-Use Facility - Predesign) - 9/12/2025 - FCR 11						
Construct/Improve Athletics Facility 2 (Sub-project: Multi-Use Facility - Predesign)	Fayette	2024-2026	A/E Selection			
Sub-project: Construct/Improve Athletics Facility 2 (Sub-project: Multi-Use Facility - Predesign) - 9/12/2025 - FCR 11						
Construct/Improve Athletics Facility I	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Athletics Surfaces 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Athletics Surfaces 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Athletics Surfaces 3	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Dental Sciences Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Dining Facilities Approved pursuant to KRS 45.763	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Enterprise Data Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Greek Housing Delta Gamma - 2/19/2021 - FCR 9; 12/13/2022 - FCR 11 CM-at-Risk project delivery method reported to CPBOC on 3/15/2021	Fayette	2022-2024	Complete/Closed Out	100	02/23/24	02/23/24
Construct/Improve Greek Housing	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Gymnastics Practice Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Innovation Complex Approved pursuant to KRS 45.763	Fayette	2024-2026	A/E Selection			
Construct/Improve KDMC Medical Transport Facility	Boyd	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Library Depository Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Machine Laboratory	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Admin Facility 5	Undetermined	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Admin Facility 6	Undetermined	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Construct/Improve Medical/Admin Facility 7	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Admin Facility 8	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Admin Facility 9 Approved pursuant to KRS 45.763	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Administrative Facility 1 - UKHC Medical Office Bld/Design - 4/28/2023 - FCR 13 P3 project delivery method reported to CPBOC on 1/30/2024 P3 - 2/23/2024 - FCR 25 Approved pursuant to KRS 45.763 Comments: This project is being completed with the P3 delivery method.	Fayette	2022-2024	Other			
Construct/Improve Medical/Administrative Facility 2 Approved pursuant to KRS 45.763	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Administrative Facility 3 - UKHC Sub-projects: Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Const.) - 9/12/2025 - FCR 10 Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Design) - 4/28/2023 - FCR 14	Fayette	2022-2024	Multiple Subprojects			
Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Const.)	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Medical/Administrative Facility 3 - UKHC (Sub-project: Expand Patient Care/Design) CM-GC project delivery method reported to CPBOC on 1/30/2024	Fayette	2022-2024	Design/Phase C			
Construct/Improve Medical/Administrative Facility 4	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Office Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Parking 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Parking II	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Patient Support Facility	Undetermine	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Recreation Quad 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Research Administration Space	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Research Data Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Research Space	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Construct/Improve Student Housing Approved pursuant to KRS 45.763 12/05/2023 - FCR 22 CPBOC approved development agreement on 5/23/2024 Comments: This project is being completed with the P3 delivery method.	Fayette	2024-2026	Other			
Construct/Improve Student Success/Academic Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Transformative Learning Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Improve Utilities Infrastructure - UK HealthCare Approved pursuant to KRS 45.763 See Utilities Infrastructure Improvements (combined auth)	Fayette	2024-2026	Combined Authorities			
Construct/Improve Wildcat Coal Lodge	Fayette	2024-2026	Awaiting Initiation by Agency			
Construct/Relocate/Replace Greenhouses See Construct Agriculture Research Facility (combined auth)	Fayette	2024-2026	Combined Authorities			
Decommission Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Emergency Replacement (RCARS) Sub-projects: Emergency Replacement (RCARS) (Sub-project: Multi-Purpose Building) - 12/05/2023 - FCR 18 Emergency Replacement (RCARS) (Sub-project: Pavilion Building) - 12/05/2023 - FCR 18	Breathitt	CPBOC-6/01/24	Multiple Subprojects			
Emergency Replacement (RCARS) (Sub-project: Multi-Purpose Building)	Breathitt	CPBOC-6/01/24	Complete/In Warranty	100	12/03/25	12/03/25
Emergency Replacement (RCARS) (Sub-project: Pavilion Building)	Breathitt	CPBOC-6/01/24	Complete/Closed Out	100	11/18/24	11/18/24
Emergency Replacement of Air Handling Unit Coils 4/28/2023 - FCR 17	Fayette	CPBOC-6/01/23	Complete/Closed Out	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	In Construction	98	04/17/26	
Expand Arboretum Visitor Center Comments: FCRI5 Approved 12/2/25	Fayette	2024-2026	Planning			
Expand KGS Well Sample and Core Repository	Fayette	2024-2026	Awaiting Initiation by Agency			
Facilities Renewal and Modernization See Facilities Renewal and Modernization (combined auth)	Fayette	2020-2022	Combined Authorities			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Facilities Renewal and Modernization (combined auth)	Fayette	2022-2024	Multiple Subprojects			
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) - 6/17/2022 - FCR 18; 12/05/2023 - FCR 10 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 - Complete/Closed Out Facilities Renewal and Modernization (combined auth) (Sub-project: Deaerators) - 2/19/2021 - FCR 5; 6/16/2023 - FCR 11 - Complete/Closed Out Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Interior Fit-Up) - 6/17/2022 - FCR 18 - Complete/Closed Out Facilities Renewal and Modernization (combined auth) (Sub-project: Frazee Phase II) - 6/17/2022 - FCR 18 - Complete/Closed Out 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 - Complete/Closed Out 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) - 6/21/2019 - FCR 19; 12/10/2019 - FCR 11; 4/28/2023 - FCR 22; 12/05/2023 - FCR 10						
Facilities Renewal and Modernization (combined auth) (Sub-project: Barnhart Building)	Fayette	2020-2022	Complete/In Warranty	100	02/06/26	02/06/26
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	Complete/Not Closed Out	100	04/16/24	04/16/24
Facilities Renewal and Modernization (combined auth) (Sub-project: Memorial Coliseum)	Fayette	2020-2022	Complete/Not Closed Out	100	02/18/25	02/18/25
Use of \$23 million in private funds reported to CPBOC on 4/25/2023 Use of \$3.3 million in private funds reported to CPBOC on 10/21/2025						
Facilities Renewal and Modernization (combined auth) (Sub-project: Renew/Modernize Cooper House)	Fayette	2020-2022	Complete/Not Closed Out	100	11/16/22	11/16/22
Facilities Renewal and Modernization (combined auth) (Sub-project: Reynolds Building #1 Phase II)	Fayette	2020-2022	Complete/Closed Out	100	02/23/24	02/23/24
Facilities Renewal and Modernization (combined auth) (Sub-project: Scovell Hall)	Fayette	2020-2022	In Construction	70	04/24/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
CM-GC project delivery method reported to CPBOC on 6/22/2023						
Facilities Renewal and Modernization 2 See Facilities Renewal and Modernization (combined auth)	Fayette	2022-2024	Combined Authorities			
Implement Land Use Plan 1	Statewide	2024-2026	Awaiting Initiation by Agency			
Implement Land Use Plan 2 Sub-project: Acquire Land (Sub-project: Holly Enterprises) - 9/13/2024 - FCR 8 - Complete/Closed Out	Out-Of-State	2024-2026	Awaiting Initiation by Agency			
Implement Patient Communication System	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Academic and Technical Science Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Academic Facility 1	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 1 Expand Carol Martin Gatton Business and Economics Building - Design Phase - 4/25/2025 - FCR 9 Use of private funds reported to CPBOC on 6/24/2025	Undetermined	2024-2026	Design/Phase B			
Improve Academic/Administrative Space 2	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 3	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Academic/Administrative Space 4	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Admin/Medical Facility - King's Daughters Med Ctr	Boyd	2024-2026	Awaiting Initiation by Agency			
Improve Anderson Tower	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Angliana Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Athletics Facility 1 Kroger Field Stadium Maintenance - 6/13/2025 - FCR 17	Fayette	2024-2026	In Construction	21	07/29/26	
Improve Athletics Facility 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Athletics Facility 3	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Athletics Facility 4 Track and Field Complex - Resurface Outdoor Track - 2/23/2024 - FCR 23	Fayette	2022-2024	Complete/Closed Out	100	09/22/24	09/22/24
Improve Athletics Facility 4	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Athletics Facility 5	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Barnhart Building	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
This authorization may be used in addition to Facilities Renewal and Modernization project allocation depending upon condition of building						
Improve Baseball Facility Phase II	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Boone Tennis Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Building Electrical Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Building Mechanical Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
* Improve Building Shell Systems William T. Young Library Roof Replacement - 6/13/2025 - FCR 14	Fayette	2024-2026	In Construction	1	09/18/26	
Improve Building Systems - King's Daughters Medical Center	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Building Systems - UK HealthCare (2022) 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; 2/23/2024 - FCR 18	Fayette	2022-2024	Multiple Subprojects			
Improve Building Systems - UK HealthCare (2022) (Sub-project: Good Samaritan Emergency Generator)	Fayette	2022-2024	In Construction	98	05/31/26	
Improve Building Systems - UK HealthCare (2022) (Sub-project: Replace AHU 3 at Pav WH)	Fayette	2022-2024	In Construction	80	07/11/26	
Improve Building Systems - UK HealthCare (2024) Sub-projects: Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace AHU 1 at KY Clinic) - 2/23/2024 - FCR 18 (prior authorization) Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace Windows at Pav H) - 2/23/2024 - FCR 18 (prior authorization) Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace AHU OPI at Pav H) - 2/21/2025 - FCR 9 Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace Electrical Panels at Gill) - 2/21/2025 - FCR 9 Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace HVAC at Nursing Bridge) - 2/21/2025 - FCR 9 Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace Water Heat Exchangers @ Pav A) - 2/21/2025 - FCR 9	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace AHU 1 at KY Clinic)	Fayette	2022-2024	In Construction	8	07/24/26	
Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace AHU OPI at Pav H)	Fayette	2024-2026	Design/Phase C			
Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace Electrical Panels at Gill)	Fayette	2024-2026	Design/Phase C			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Improve Building Systems - UK Healthcare (2024) (Sub-project: Replace HVAC at Nursing Bridge) https://www.uky.edu/trustees/sites/www.uky.edu.trustees/files/FCR%209%20Improve%20Building%20Systems%20-%20UKHC.pdf Replacement of the HVAC system in the nursing bridge, which connects the second floor of Pavilion H to the Kentucky Clinic. The existing HVAC system does not meet the needs of peak heating or cooling seasons and will be replaced with a robust system sized to condition the space in all seasons. The work will also include new building automation system controls.	Fayette	2024-2026	Planning			
Improve Building Systems - UK Healthcare (2024) (Sub-project: Replace Water Heat Exchangers @ Pav A)	Fayette	2024-2026	Design/Phase C			
Improve Building Systems - UK HealthCare (2024) (Sub-project: Replace Windows at Pav H)	Fayette	2022-2024	Complete/In Warranty	100	07/21/25	07/21/25
Improve CAFE Motor Pool Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Campus Core Quadrangle Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Campus Infrastructure	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Campus Infrastructure Upgrade Hospital Drive Water Line - 12/05/2023 - FCR 19; 2/21/2025 - FCR 8	Fayette	2022-2024	Complete/In Warranty	100	05/26/25	05/26/25
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 - Complete/Closed Out Improve Campus Parking and Transportation System (Sub-project: 2024 Maintenance) - 4/25/2024 - FCR 10 Improve Campus Parking and Transportation System (Sub-project: Parking Structure 2 Renovations) - 9/16/2022 - FCR 8 - Complete/Closed Out Improve Campus Parking and Transportation System (Sub-project: Wildcat Wheels) - 4/25/2024 - FCR 9	Fayette	2022-2024	Multiple Subprojects			
Improve Campus Parking and Transportation System Approved pursuant to KRS 45.763 Sub-projects: Improve Campus Parking and Transportation System (Sub-project: 2025 Maintenance) - 9/13/2024 - FCR 14 Improve Campus Parking and Transportation System (Sub-project: 2026 Maintenance) - 12/02/2025 - FCR 13 Improve Campus Parking and Transportation System (Sub-project: South Campus Parking and Rec Space) - 6/13/2024 - FCR 15 See Improve Campus Parking and Transportation System (South Campus) (combined auth)	Fayette	2024-2026	Multiple Subprojects			
Improve Campus Parking and Transportation System (South Campus) (combined auth)	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Authorizations for the following projects have been combined (6/13/2024 - FCR 15) and reported to CPBOC on 12/19/2024: Improve Campus Parking and Transportation System - \$100 million with third party financing (the \$100 million in restricted funds will not be combined) Approved pursuant to KRS 45.763 Improve Johnson Center - \$75 million in agency bonds Use of third party financing rather than agency bonds reported to CPBOC on 12/19/2024 CPBOC approved development agreement on 4/28/2025						
Improve Campus Parking and Transportation System (Sub-project: 2024 Maintenance)	Fayette	2022-2024	Complete/In Warranty	100	06/20/25	06/20/25
Improve Campus Parking and Transportation System (Sub-project: 2025 Maintenance)	Fayette	2024-2026	Complete/In Warranty	100	12/08/25	12/08/25
Improve Campus Parking and Transportation System (Sub-project: 2026 Maintenance)	Fayette		Bidding			
Improve Campus Parking and Transportation System (Sub-project: South Campus Parking and Rec Space) Comments: This project is being completed through the P3 delivery method.	Fayette	2024-2026	Other			
Improve Campus Parking and Transportation System (Sub-project: Wildcat Wheels)	Fayette	2022-2024	Complete/In Warranty	100	03/03/25	03/03/25
Improve Center for Applied Energy Research (CAER) Facilities Sub-projects: Improve Center for Applied Energy Research (CAER) Facilities (Sub-project: Carbon Fiber) - 6/17/2022 - FCR 23 (prior authorization); 6/13/2024 - FCR 14 Initially reported as Improve CAER Facilities (Sub-project: Carbon Fiber Development Facility) - 2/21/2020 - FCR 10 Improve Center for Applied Energy Research (CAER) Facilities (Sub-project: Outreach and Education) - 9/13/2024 - FCR 11; 9/12/2025 - FCR 8	Fayette	2024-2026	Multiple Subprojects			
Improve Center for Applied Energy Research (CAER) Facilities (Sub-project: Carbon Fiber)	Fayette	2024-2026	Complete/In Warranty	100	12/30/25	12/30/25
Improve Center for Applied Energy Research (CAER) Facilities (Sub-project: Outreach and Education)	Fayette	2024-2026	Design/Phase C			
Improve Central Plants Approved pursuant to KRS 45.763 See Utilities Infrastructure Improvements (combined auth)	Fayette	2024-2026	Combined Authorities			
Improve Chemistry/Physics Building Phase 3	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Civil/Site Infrastructure	Fayette	2022-2024	Complete/Closed Out	100	06/07/24	06/07/24

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Kirwan Blanding Site Remediation - 12/05/2023 - FCR 15						
Improve Clinical/Ambulatory Services Facilities	Fayette	2024-2026	Multiple Subprojects			
Sub-projects:						
Improve Clinical/Ambulatory Services Facilities	(Sub-project: Kentucky Clinic Starbucks) - 6/13/2024 - FCR 17					
Improve Clinical/Ambulatory Services Facilities	(Sub-project: Pediatric ENT Clinic) - 12/02/2025 - FCR 12					
Improve Clinical/Ambulatory Services Facilities	(Sub-project: Replace Two Elevators at KY Clinic) - 6/13/2024 - FCR 18					
Improve Clinical/Ambulatory Services Facilities (Sub-project: Kentucky Clinic Starbucks)	Fayette	2024-2026	Complete/Not Closed Out	100	02/26/25	02/26/25
Improve Clinical/Ambulatory Services Facilities (Sub-project: Pediatric ENT Clinic)	Fayette	2024-2026	A/E Selection			
Improve Clinical/Ambulatory Services Facilities (Sub-project: Replace Two Elevators at KY Clinic)	Fayette	2024-2026	Planning			
Improve Coldstream Research Campus	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Cooper House	Fayette	2024-2026	Awaiting Initiation by Agency			
Prior authorization moved to Facilities Renewal and Modernization (Sub-project: Renew/Modernize Cooper House) - 6/17/2021 - FCR 9; 6/15/2023 - FCR 11						
Improve Counseling Center Space	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve DLAR Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Electrical Infrastructure	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Enterprise Cable Infrastructure	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Enterprise Networking 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Enterprise Networking 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Fine Arts Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Fume Hood Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Funkhouser Building	Fayette	2022-2024	Cancelled			
Approved pursuant to KRS 45.763 6/17/2022 - FCR 24 (Design) CM-GC project delivery method reported to CPBOC on 1/30/2024						
Improve Gray Design Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Health Sciences Research Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Hilary J. Boone Center	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Improve Indoor/Outdoor Track	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Jacobs Science Building 6/17/2022 - FCR 20	Fayette	2022-2024	Complete/Closed Out	100	06/20/24	06/20/24
Improve Jacobs Science Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Joe Craft Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Joe Craft Football Practice Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Johnson Center See Improve Campus Parking and Transportation System (South Campus) (combined auth)	Fayette	2024-2026	Combined Authorities			
Improve Kastle Hall	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve King Library Replace Substation and Electrical Upgrades - 9/16/2022 - FCR 10	Fayette	2022-2024	Complete/In Warranty	100	04/02/25	04/02/25
Improve King Library	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve King's Daughters Medical Center Medical Pavilion	Greenup	2024-2026	Awaiting Initiation by Agency			
Improve Kroger Field 1 Renovate Corner Suites and Elevators - 6/13/2025 - FCR 18 CM-at-Risk project delivery method reported to CPBOC on 10/21/2025	Fayette	2024-2026	In Construction	19	07/31/26	
Improve Kroger Field 2 2025 Stadium Maintenance - 2/21/2025 - FCR 12	Fayette	2024-2026	Complete/In Warranty	100	12/08/25	12/08/25
Improve Kroger Field Stadium Ribbon Board and Lighting Upgrades - 2/23/2024 - FCR 22	Fayette	2022-2024	Complete/Closed Out	100	08/23/24	08/23/24
Improve Lancaster Aquatic Center 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Lancaster Aquatic Center 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Lexington Theological Seminary Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Library Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Life Safety Construct Safe Shelters at West Kentucky 4-H Camp and Lake Cumberland 4-H Camp - 12/03/2024 - FCR 22	Multi	2024-2026	Awaiting Initiation by Agency			
Improve Markey Cancer Center Facilities Ben F. Roach Cancer Care Facility - UK HealthCare - 9/15/2023 - FCR 15 (prior authorization)	Fayette	2024-2026	Complete/In Warranty	100	11/19/25	11/19/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Improve McVey Hall	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Mechanical Infrastructure Cooling Plant 1 Controls - 6/13/2025 - FCR 15	Fayette	2024-2026	Design/Phase C			
Improve Medical Center Library	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 1 - UKKD Medical Center	Boyd	2024-2026	Multiple Subprojects			
Sub-projects:						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Cardiovascular Operating Room) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Labor and Delivery Unit) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Laboratory - Design) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Main Operating Room - Design) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Patient Tower - Design) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Pediatric Unit and Nursing Station) - 2/20/2026 - FCR 12						
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Cardiovascular Operating Room)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Labor and Delivery Unit)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Laboratory - Design)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Main Operating Room - Design)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Patient Tower - Design)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 1 - UKKD Medical Center (Sub-project: Pediatric Unit and Nursing Station)	Boyd	2024-2026	A/E Selection			
Improve Medical Facility 10 - King's Daughters Medical Center		2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 2 - King's Daughters Medical Center	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 3	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 3 - King's Daughters Medical Center	Undetermined	2024-2026	A/E Selection			
Health Park - 2/21/2025 - FCR 10						
Improve Medical Facility 4	Undetermined	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Improve Medical Facility 4 - King's Daughters Medical Center	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 5	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 5 - King's Daughters Medical Center	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 6	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 6 - King's Daughters Medical Center	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 7	Undetermine	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 7 - King's Daughters Medical Center	Out-Of-Stat	2024-2026	Awaiting Initiation by Agency			
Ohio Campus - Design - 2/20/2026 - FCR 11						
Improve Medical Facility 8 - King's Daughters Medical Center	Out-Of-Stat	2024-2026	Awaiting Initiation by Agency			
Improve Medical Facility 9 - King's Daughters Medical Center	Out-Of-Stat	2024-2026	Awaiting Initiation by Agency			
Improve Medical Plaza	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Memorial Coliseum	Fayette	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Facilities Renewal and Modernization project allocation depending upon condition of building						
Improve Memorial Coliseum	Fayette	2018-2020	Complete/Not Closed Out	100	02/18/25	02/18/25
Design - 2/22/2019 - FCR 8						
Improve Memorial Hall	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Mineral Industries Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Moloney Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Multi-Disciplinary Science Building	Fayette	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building						
Improve Nursing Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Nutter Training Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Oswald Building	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Improve Parking Garage 1	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Parking Garage 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Parking Structure 2 Enterprise Data Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Parking/Transp Systems-King's Daughters Med Ctr	Undetermined	2024-2026	Awaiting Initiation by Agency			
Sub-project: Improve Parking/Transp Systems-King's Daughters Med Ctr (Sub-project: 500 25th Street) - 9/12/2025 - FCR 5						
Improve Parking/Transp Systems-King's Daughters Med Ctr (Sub-project: 500 25th Street)	Boyd	2024-2026	Awaiting Initiation by Agency			
Improve Parking/Transportation Systems - UK HealthCare	Fayette	2024-2026	Awaiting Initiation by Agency			
Approved pursuant to KRS 45.763 Chandler Expansion Parking Structure - 6/13/2025 - FCR 16						
Improve Parking/Transportation Systems UK HealthCare	Fayette	2020-2022	Complete/In Warranty	100	07/25/25	07/25/25
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						
Improve Patterson Office Tower	Fayette	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building						
Improve Pence Hall	Fayette	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Asset Preservation Pool 2022-2024 project allocation depending upon condition of building						
Improve Peterson Service Building	Fayette	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Asset Preservation Pool - 2022-2024 project allocation depending upon condition of building						
Improve Sanders-Brown Building	Fayette	2020-2022	Combined Authorities			
See Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth)						
Improve Sanders-Brown Center on Aging/Neuroscience Facilities (combined auth)	Fayette	2020-2022	Complete/In Warranty	100	07/29/25	07/29/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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 with third party financing Approved pursuant to KRS 45.763 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	2024-2026	Awaiting Initiation by Agency			
This authorization may be used in addition to Facilities Renewal and Modernization project allocation depending upon condition of building						
Improve Seaton Center	Fayette	2022-2024	Complete/Not Closed Out	100	12/30/24	12/30/24
Life Safety Upgrades - 4/28/2023 - FCR 23						
Improve Seaton Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Senior Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Singletary Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Site/Civil Infrastructure	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Site/Civil Infrastructure - King's Daughters Med Ctr	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Site/Civil Infrastructure - UK HealthCare	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Soccer/Softball Facility	Fayette	2024-2026	Complete/In Warranty	100	02/19/26	02/19/26
6/13/2025 - FCR 19						
Improve Spindletop Hall Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve State Street Medical Facilities	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Student Center Space 2	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Student Center Space 3	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Student Services Space I	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Student Services Space II	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Student Services Space III	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Kentucky**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Improve Sturgill Development Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Taylor Education Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve UK HealthCare Facilities - UK Chandler Hospital Observation Unit - 4/28/2023 - FCR 12	Fayette	2022-2024	Awaiting Initiation by Agency			
Improve UK HealthCare Facilities - UK Chandler Hospital Sub-projects: Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Endoscopy Renovation) - 4/28/2023 - FCR 12; 9/12/2025 - FCR 9 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Obstetrical Pav HA) - 4/28/2023 - FCR 12; 9/12/2025 - FCR 9 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Operating Room Expansion) - 4/28/2023 - FCR 12; 9/12/2025 - FCR 9 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A 9th Floor Post Partum) - 4/28/2023 - FCR 12; 9/12/2025 - FCR 9 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Emergency Dept Entrance) - 2/23/2024 - FCR 21 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Helipad Fire Suppressn) - 2/23/2024 FCR 20 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav H Infusion Center Reloctn) - 9/15/2023 - FCR 14; 9/13/2024 - FCR 12 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav G Cath Lab #2) - 9/13/2024 - FCR 13 Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Bsmnt Cntrl Scope) - 12/03/2024 - FCR 19 CM-at-Risk project delivery method reported to CPBOC on 8/29/2024 for various projects including Pavilion A Endoscopy Expansion, Pavilion HA and Pavilion A Obstetrical, and Pavilion A Operating Rooms	Fayette	2024-2026	Multiple Subprojects			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Endoscopy Renovation)	Fayette	2024-2026	In Construction	77	05/05/26	
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Observation Unit)	Fayette	2022-2024	Complete/Closed Out	100	09/17/24	09/17/24
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Obstetrical Pav HA)	Fayette	2024-2026	Bidding			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Operating Room Expansion)	Fayette	2024-2026	In Construction	44	12/22/26	
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A 9th Floor Post Partum)	Fayette	2024-2026	Complete/In Warranty	100	02/26/26	02/26/26
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Bsmnt Cntrl Scope)	Fayette	2024-2026	Design/Phase C			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Emergency Dept Entrance)	Fayette	2024-2026	Design/Phase B			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav A Helipad Fire Suppressn) Comments: Project is not moving forward at this time.	Fayette	2024-2026	Cancelled			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav G Cath Lab #2)	Fayette	2024-2026	Bidding			
Improve UK HealthCare Facilities - UK Chandler Hospital (Sub-project: Pav H Infusion Center Reloctn)	Fayette	2024-2026	Complete/In Warranty	100	01/21/26	01/21/26
Improve UK HealthCare IT Systems 12/03/2024 - FCR 18	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve University Storage Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Utilities Infrastructure-King's Daughters Med Ctr Approved pursuant to KRS 45.763	Undetermined	2024-2026	Awaiting Initiation by Agency			
Improve Vaughan Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve W.T. Young Facility Modernize Four Elevators - 12/13/2023 - FCR 12	Fayette	2022-2024	Complete/In Warranty	100	03/31/25	03/31/25
Improve W.T. Young Facility	Fayette	2024-2026	Awaiting Initiation by Agency			
Improve Whalen Building & Bay Facility - Ky Adv Mfg	Fayette	2024-2026	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	2024-2026	Awaiting Initiation by Agency			
Improve Willard Medical Education/Science Building	Fayette	2024-2026	Awaiting Initiation by Agency			
Lease/Purchase Campus IT System	Fayette	2024-2026	Awaiting Initiation by Agency			
Lease/Purchase Enterprise Call Center System	Fayette	2024-2026	Awaiting Initiation by Agency			
Lease/Purchase Enterprise Infrastructure	Fayette	2024-2026	In Construction	67	06/30/26	
Lease/Purchase Enterprise IT Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
Lease/Purchase Enterprise Network Security	Fayette	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Lease/Purchase Enterprise Voice Infrastructure	Fayette	2024-2026	Awaiting Initiation by Agency			
Lease/Purchase High Performance Computer	Fayette	2024-2026	Awaiting Initiation by Agency			
Purchase/Construct CO2 Capture Process Plant Approved pursuant to KRS 45.763 9/16/2022 - FCR 4 (prior authorization)	Undetermined	2024-2026	Cancelled			
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 - Complete/Closed Out Renew/Modernize Facilities (Sub-project: Modernize Frazee Hall) - 12/10/2019 - FCR 11 - Complete/Closed Out 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: 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	Complete/Not Closed Out	100	04/16/24	04/16/24
Renew/Modernize Facilities (Sub-project: Reynolds Building #1 Design)	Fayette	2018-2020	Complete/Closed Out	100	02/23/24	02/23/24
Renew/Modernize Facilities (Sub-project: Reynolds Building #1 Phase I)	Fayette	2018-2020	Awaiting Initiation by Agency			
Renovate Carnahan House	Fayette	2024-2026	Awaiting Initiation by Agency			
Renovate Space for a Testing Center	Fayette	2024-2026	Awaiting Initiation by Agency			
Renovate/Improve Nursing Units	Undetermined	2024-2026	Awaiting Initiation by Agency			
Renovate/Upgrade HealthCare Facilities See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Combined Authorities			
Renovate/Upgrade HealthCare Facilities (Agency Bonds) See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2016-2018	Combined Authorities			
Renovate/Upgrade HealthCare Facilities 2 See Renovate/Upgrade UK HealthCare Facilities (combined auth)	Fayette	2014-2016	Combined Authorities			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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						
Renovate/Upgrade UK Healthcare Facilities (combined auth) (Sub-project 1I: Fit-up 12th Floor)	Fayette	2014-2016	Complete/Closed Out	100	12/08/23	12/08/23
Repair Critical Infrastructure/Building Systems	Fayette	2024-2026	Awaiting Initiation by Agency			
Repair/Upgrade/Expand Central Plants	Fayette	2020-2022	Cancelled			
Expand Central Plant - Design - 9/10/2021 - FCR 6						
Replace Basketball Playing Floors	Fayette	2024-2026	Awaiting Initiation by Agency			
Replace Princeton Ancillary Buildings	Caldwell	CPBOC-4/01/23	Multiple Subprojects			
Sub-projects: Replace Princeton Ancillary Buildings (Sub-project: Field Research Building) - 12/13/2022 - FCR 9 Replace Princeton Ancillary Buildings (Sub-project: Greenhouse/Headhouse) - 2/23/2024 - FCR 24 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; 2/23/2024 - FCR 24						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Kentucky

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Replace Princeton Ancillary Buildings (Sub-project: Field Research Building)	Caldwell	CPBOC-4/01/23	Complete/In Warranty	100	04/08/25	04/08/25
Replace Princeton Ancillary Buildings (Sub-project: Greenhouse/Headhouse)	Caldwell		In Construction	87	04/24/26	
Replace Princeton Ancillary Buildings (Sub-project: Princeton Farm Shop)	Caldwell	CPBOC-4/01/23	Complete/In Warranty	100	04/08/25	04/08/25
Replace Princeton Ancillary Buildings (Sub-project: Residence Hall)	Caldwell	CPBOC-4/01/23	Complete/In Warranty	100	04/23/25	04/23/25
Replace UKHC IT Systems 1 Single Enterprise Electronic Health Record - 4/30/2019 - FCR 10	Fayette	2018-2020	In Construction	85	06/30/28	
Upgrade/Renovate/Expand Research Labs 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 - Complete/Closed Out	Fayette	2022-2024	Multiple Subprojects			
Upgrade/Renovate/Expand Research Labs Center for Clinical and Transitional Science Enterprise Data Center Expansion - 4/25/2025 - FCR 7 Use of federal funds reported to CPBOC on 6/24/2025	Fayette	2024-2026	Design/Phase C			
Upgrade/Renovate/Expand Research Labs (Sub-project: Biosafety Lab Renovation - HSRB)	Fayette	2022-2024	Complete/Closed Out	100	09/20/24	09/20/24
Utilities Infrastructure Improvements (combined auth) Authorizations for the following projects have been combined (9/13/2024 - FCR 16) and reported to CPBOC on 10/15/2024: Construct/Improve Utilities Infrastructure UK HealthCare - \$200 million in restricted funds and \$200 million with third party financing Approved pursuant to KRS 45.763 Improve Central Plants - \$200 million in restricted funds and \$200 million with third party financing Approved pursuant to KRS 45.763 P3 project delivery method reported to CPBOC on 10/15/2024	Fayette	2024-2026	Awaiting Initiation by Agency			

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

Reporting Agency: University of Kentucky
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	Scheduled Closeout	Account Balance	Explanation - Why has the account not been closed?
Postsecondary Education Cabinet/University of Kentucky			
Facilities Renewal and Modernization (combined auth) (Sub-project: Campus Enabling Infrastructure)	05/16/25	\$10,000.00	warranty issue
Facilities Renewal and Modernization (combined auth) (Sub-project: Memorial Coliseum)	03/18/26	\$45,000.00	completing final closeout items
Facilities Renewal and Modernization (combined auth) (Sub-project: Renew/Modernize Cooper House)	12/16/23	\$12,000.00	ongoing warranty issue
Improve Clinical/Ambulatory Services Facilities (Sub-project: Kentucky Clinic Starbucks)	03/26/26	\$8,000.00	final controls integration ongoing
Improve Memorial Coliseum	03/18/26	\$45,000.00	completing final closeout items
Improve Seaton Center	01/30/26	\$10,000.00	addressing final closeout issues
Renew/Modernize Facilities (Sub-project: Campus Enabling Infrastructure Phase II)	05/16/25	\$10,000.00	warranty issue

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/University of Louisville						
ADA Building Upgrade Pool - 2024-2026 Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Arts and Sciences Reinvention Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024 CM-at-Risk project delivery method reported to CPBOC on 5/19/2022 Sub-projects:	Jefferson	2022-2024	Multiple Subprojects			
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) - Complete/Closed Out						
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) - Complete/Closed Out						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 5)						
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 6) - Complete/Closed Out						
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	95	06/30/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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	75	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 0)	Jefferson	2022-2024	Multiple Subprojects			
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 10) J. B. Speed School (Electrical and HVAC)	Jefferson	2022-2024	Complete/In Warranty	100	12/30/25	03/24/26
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 11) Natural Sciences (Electrical and HVAC)	Jefferson	2022-2024	Complete/In Warranty	100	12/30/25	03/01/26
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 12) School of Medicine Tower and Health Sciences (Electrical)	Jefferson	2022-2024	In Construction	10	12/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 2) Replace HVAC Various Buildings (House Bill 1)	Jefferson	2022-2024	In Construction	90	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 3) Schneider Hall (HVAC and Remediation)	Jefferson	2022-2024	Complete/In Warranty	100	12/30/25	01/30/26
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 5) School of Music (HVAC)	Jefferson	2022-2024	Complete/Closed Out	100	02/28/25	12/15/24
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 7) Belknap (Steam and Chilled Water Tunnels, Phase 1)	Jefferson	2022-2024	Complete/Closed Out	100	05/30/25	11/30/24
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 8) Belknap (Electrical - Grawemeyer Hall)	Jefferson	2022-2024	In Construction	15	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: HVAC/Electrical/Plumbing 9) Life Sciences (Electrical and HVAC)	Jefferson	2022-2024	In Construction	30	01/31/27	
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 0)	Jefferson	2022-2024	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 1) Belknap (Campus Access Control Systems)	Jefferson	2022-2024	In Construction	95	06/30/26	
Asset Preservation Pool - 2022-2024 (Sub-project: Life Safety Systems 2) Health Sciences (Campus Access Control Systems)	Jefferson	2022-2024	In Construction	95	06/30/26	
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	Complete/In Warranty	100	12/31/25	11/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: Refresh and Refurbishments 2) Natural Sciences	Jefferson	2022-2024	Complete/In Warranty	100	03/24/26	03/24/26
* Asset Preservation Pool - 2024-2026	Multi	2024-2026	In Construction	20	12/31/28	
Belknap 3rd Street Improvements	Jefferson	2022-2024	In Construction	75	12/31/27	
Belknap Brandeis Corridor Improvements	Jefferson	2022-2024	Design/Phase B			
Comments: Corrected status from Construction to Design. Consultant on contract completed the first phase of design and working on the second phase of design. This project involved Louisville Metro and KIPDA.						
Build Out Space for UofL Departments in P3 Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Campus Code Improvement Pool - 2024-2026 Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Capital Renewal for Athletic Venues Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
* Center for Rural Cancer Education and Research House Bill 1 (2024 Regular Session)	Bullitt	Other	In Construction	25	08/31/26	
College of Education HVAC Upgrade	Jefferson	2020-2022	Complete/Closed Out	100	06/30/24	06/28/24
Construct Athletic Grounds Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Athletics Office Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Louisville**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Construct Athletics Village Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Belknap 3rd Street Improvements	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Belknap Stormwater Mitigation Improvement Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Belknap Stormwater Mitigation Improvements Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Connector Speed School to Research Park	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Football Practice Field Lighting Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
* Construct Health Sciences Simulation Ctr & Collaboration Hub	Jefferson	2024-2026	In Construction	5	12/31/29	
Construct HSC Parking Structure II	Jefferson	2004-2006	Complete/Not Closed Out	100	11/30/09	12/15/09
Construct Indoor Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
* Construct Multidisciplinary Engineering Building 1 - Speed School Addition	Jefferson	2022-2024	In Construction	98	06/30/26	
Construct Natatorium Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct P3 Housing Complex Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Practice Bubble Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Resident Hall	Jefferson	2024-2026	Bidding			
Construct STEM Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Construct Student Commons & Recreational Fields	Jefferson	2024-2026	Awaiting Initiation by Agency			
Demolish and Construct Golf Maintenance/Chemical Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Demolish Resident Halls Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand and Renovate Athletic Parking Lots Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand and Renovate Marshall Center Complex Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand and Renovate Tailgate Space Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand and Renovate Wright Natatorium Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand Basketball/Lacrosse Practice Facility Approved pursuant to KRS 45.763 Design-Build project delivery method reported to CPBOC on 7/21/2022 Kueber Center Renovation	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand Ekstrom Library	Jefferson	CPBOC-7/01/23	Complete/In Warranty	100	12/30/25	02/01/26
Expand Patterson Stadium/Construct Indoor Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand Ulmer Softball Stadium/Construct Indoor Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Expand, Replace and Maintain Grass Practice Fields Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Frazier Rehab, Renovation, Build-Out and Equip Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	90	12/31/26	
Improve Housing Facilities Pool	Jefferson	2022-2024	Complete/Closed Out	100	06/30/24	06/30/24
Improve Housing Facilities Pool - 2024-2026 Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	60	06/30/26	
Medical Tower - 55A Vivarium	Jefferson	CPBOC-11/01/20	Complete/In Warranty	100	12/31/25	11/30/25
Modernize Campus Infrastructure Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	5	02/01/28	
Modernize Steam and Chill Water Plant	Jefferson	2024-2026	In Construction	45	06/30/27	

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Louisville**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Purchase Computer Processing System and Storage	Jefferson	2022-2024	Complete/Closed Out	100	06/30/24	06/28/24
Purchase Computer Processing System and Storage Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	10	12/31/27	
Purchase Computing for Research Infrastructure Approved pursuant to KRS 45.763	Jefferson	2024-2026	Complete/In Warranty	100	06/30/26	03/01/26
Purchase Content Management System	Jefferson	2022-2024	Complete/Closed Out	100	12/30/24	02/03/25
Purchase Content Management System Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Purchase Fiber Infrastructure Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Purchase Land	Jefferson	2024-2026	In Construction	45	06/30/26	
Purchase Networking System Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Purchase Networking System	Jefferson	2022-2024	Complete/In Warranty	100	12/30/25	01/31/26
Purchase Next Generation/ERP Support System Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	95	06/30/26	
Purchase Next Generation/ERP Support System	Jefferson	2020-2022	Complete/Closed Out	100	12/31/24	11/30/24
Purchase Residence Housing Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	In Construction	50	06/30/26	
Purchase Security and Firewall Infrastructure Approved pursuant to KRS 45.763	Jefferson	2024-2026	Complete/Closed Out	100	08/30/24	08/13/24
Regional Biocontainment Laboratory Pressurization Upgrade	Jefferson	2020-2022	Complete/In Warranty	100	12/30/25	02/28/26
Renovate and Expand ACC Network Studio Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate and Expand Lee Street Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	Design/Phase A			
Renovate and Update Student/Athlete Dormitory Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Bass Rudd Tennis Center	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Approved pursuant to KRS 45.763						
Renovate Cardinal Football Stadium Approved pursuant to KRS 45.763	Jefferson	2024-2026	Design/Phase A			
Renovate Cardinal Park Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Cardinal Stadium Club Upgrades Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Chemistry Fume Hoods, Phase II	Jefferson	2022-2024	In Construction	99	05/31/26	
Renovate College of Business Academic Space	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate College of Education Academic Space Pool-2024-2026 Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Dental School Administrative Space	Jefferson	2022-2024	In Construction	85	06/30/26	
Renovate Dental School Space Approved pursuant to KRS 45.763	Jefferson	2024-2026	Bidding			
Renovate Exterior Envelope Replacement-55A	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Garvin Brown Boathouse Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Golf Club - Shelby County Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Gross Anatomy Lab Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Interfaith Center Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate L&N Arena Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Lynn Soccer Stadium Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Miller IT Building Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** University of Louisville**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Renovate Music School Building	Jefferson	2022-2024	Complete/Closed Out	100	06/30/24	10/01/24
Renovate Natural Sciences Building	Jefferson	2022-2024	Complete/In Warranty	100	12/30/25	03/01/26
Renovate Parking Structures	Jefferson	2020-2022	Complete/Closed Out	100	12/30/23	03/01/24
Renovate Parking Structures Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Patterson Baseball Stadium Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate School of Nursing Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Thornton's Academic Center Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate Trager Football Practice Facility Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Renovate, Resurface and Repair Parking Lot Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Artificial Turf Field IV Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Artificial Turf Field V Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Building Mechanical/Electrical/Plumbing Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Cardinal Stadium Seats Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Electronic Video Boards Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Fiber Pathway from ACC Studio to Venues Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Replace Physical Access Control System	Jefferson	2022-2024	In Construction	95	06/30/26	
Replace Seats in Athletic Venues Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: University of Louisville
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Resurface and Repair Parking Lots	Jefferson	2022-2024	In Construction	50	06/30/26	
Structural Improvement Pool - 2024-2026 Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Update and Replace Equipment in ACC Network Studio Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Update and Replace Technology in Athletic Venues Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Update Green Health Sciences Campus Courtyard Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Upgrade Plumbing and Sanitary Lines Dental School Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			
Workday Enhancements - Post Implementation Approved pursuant to KRS 45.763	Jefferson	2024-2026	Awaiting Initiation by Agency			

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT - SUPPLEMENT

Reporting Agency: University of Louisville
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	Scheduled	Account Balance	Explanation - Why has the account not been closed?
	Closeout		
Postsecondary Education Cabinet/University of Louisville			
Construct HSC Parking Structure II	01/15/11	\$398,342.82	Continuing to evaluate the build-out space to determine the best option for space renovation and use.

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT
Reporting Agency: Western Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Western Kentucky University						
Acquire Fixtures, Furniture, and Equipment Diddle Arena	Warren	2024-2026	Awaiting Initiation by Agency			
Acquire Furn, Fixtures, & Equip for Hilltopper Fieldhouse	Warren	2024-2026	Awaiting Initiation by Agency			
Add Club Seating at Diddle Arena	Warren	2024-2026	Awaiting Initiation by Agency			
* Asset Preservation Pool - 2022-2024	Warren	2022-2024	Planning			
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) - Complete/Closed Out						
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 Gary Ransdell Hall)						
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	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: E.A. Diddle Arena Roof)	Warren	2022-2024	Complete/Not Closed Out	100	10/31/24	10/11/24
Asset Preservation Pool - 2022-2024 (Sub-project: Exterior Lighting)	Warren	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Fiber Optic Cabling System)	Warren	2022-2024	Planning			
Asset Preservation Pool - 2022-2024 (Sub-project: Henry Hardin Cherry Hall Renovation)	Warren	2022-2024	Construction/Multiple Bid Packs			
CM-at-Risk project delivery method reported to CPBOC on 11/19/2024						
Use of \$45 million for Asset Preservation Pool - 2024-2026 reported to CPBOC on 9/26/2024						

QUARTERLY CAPITAL PROJECTS STATUS REPORT
Reporting Agency: Western Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2022-2024 (Sub-project: High Voltage Distribution System)	Warren	2022-2024	Complete/In Warranty	100	10/31/25	06/30/25
Asset Preservation Pool - 2022-2024 (Sub-project: Modernize Campus Access Control)	Warren	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Center for Research and Development)	Warren	2022-2024	Complete/Not Closed Out	100	03/28/25	02/11/25
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Gary Ransdell Hall)	Warren	2022-2024	Design/Phase A			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Gordon Wilson Hall)	Warren	2022-2024	Design/Phase C			
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Jody Richards Hall) Formerly Mass Media & Technology Hall	Warren	2022-2024	In Construction	95	06/30/26	
Comments: The space was opened in the Fall, Planning, Design and Construction are working on some additional scope items that will be completed once school is out for the summer.						
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Kentucky Museum)	Warren	2022-2024	Design/Phase A			
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			
* Asset Preservation Pool - 2024-2026	Warren	2024-2026	Multiple Subprojects			
Sub-projects:						
Asset Preservation Pool - 2024-2026 (Sub-project: AA1 (Annex) Roof Refurbishment)						
Asset Preservation Pool - 2024-2026 (Sub-project: FAC Roof Refurbishment)						
Asset Preservation Pool - 2024-2026 (Sub-project: Glasgow)						
Asset Preservation Pool - 2024-2026 (Sub-project: High Voltage Underground (Phase XIV))						
Asset Preservation Pool - 2024-2026 (Sub-project: Innovation Campus (CRD) HVAC System Replacements)						
Asset Preservation Pool - 2024-2026 (Sub-project: Innovation Campus (CRD) Roofing Renewal)						
Asset Preservation Pool - 2024-2026 (Sub-project: Jody Richards Hall Data Center Upgrades)						
Asset Preservation Pool - 2024-2026 (Sub-project: Modernize Wetherby Administration HVAC System)						
Asset Preservation Pool - 2024-2026 (Sub-project: Preserve Parking Structure #1, #2, and #3)						
Asset Preservation Pool - 2024-2026 (Sub-project: Renovation College High Hall)						
Asset Preservation Pool - 2024-2026 (Sub-project: Replacing Chillers/Towers Engr & BiolSci Bldg)						
Asset Preservation Pool - 2024-2026 (Sub-project: South Campus Roof Sections 4 & 5 Plus Canopies)						

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Western Kentucky University

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Asset Preservation Pool - 2024-2026 (Sub-project: AAl (Annex) Roof Refurbishment)	Warren	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: FAC Roof Refurbishment)	Warren	2024-2026	Complete/In Warranty	100	08/29/25	07/25/25
Asset Preservation Pool - 2024-2026 (Sub-project: Glasgow)	Warren	2024-2026	In Construction	60	06/30/26	
Comments: In final phase of replacement of various mechanical systems						
Asset Preservation Pool - 2024-2026 (Sub-project: High Voltage Underground (Phase XIV))	Warren	2024-2026	In Construction	55	12/11/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Innovation Campus (CRD) HVAC System Replacements)	Warren	2024-2026	In Construction	46	06/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Innovation Campus (CRD) Roofing Renewal)	Warren	2024-2026	Construction/Multiple Bid Packs			
Asset Preservation Pool - 2024-2026 (Sub-project: Jody Richards Hall Data Center Upgrades)	Warren	2024-2026	In Construction	60	06/30/26	
Asset Preservation Pool - 2024-2026 (Sub-project: Modernize Wetherby Administration HVAC System)	Warren	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: Preserve Parking Structure #1, #2, and #3)	Warren	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: Renovation College High Hall)	Warren	2024-2026	Design/Phase A			
Asset Preservation Pool - 2024-2026 (Sub-project: Replace Chillers/Towers Engr & BiolSci Bldg)	Warren	2024-2026	Planning			
Asset Preservation Pool - 2024-2026 (Sub-project: South Campus Roof Sections 4 & 5 Plus Canopies)	Warren	2024-2026	Complete/In Warranty	100	09/30/25	08/15/25
Construct Baseball Grandstand	Warren	2024-2026	Awaiting Initiation by Agency			
Construct Football Press Box	Warren	2024-2026	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	Complete/In Warranty	100	07/18/25	08/11/25
Construct Parking Structure IV	Warren	2022-2024	Awaiting Initiation by Agency			
Construct South Plaza	Warren	2024-2026	Awaiting Initiation by Agency			
Construct, Renovate and Improve Athletic Facilities	Warren	2020-2022	Multiple Subprojects			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Western Kentucky University
 Report Quarter: 2026-2 (April)
 Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
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) CM-at-Risk project delivery method reported to CPBOC on 1/24/2023						
Construct, Renovate and Improve Athletic Facilities (Sub-project: Hilltopper Fieldhouse)	Warren	2022-2024	In Construction	93	10/15/25	
Comments: Ribbon Cutting was held on March 24, 2026						
Construct, Renovate and Improve Athletic Facilities (Sub-project: Houchens-Smith Stadium Press Box)	Warren	2022-2024	Complete/Not Closed Out	100	09/06/24	09/06/24
Demolish Garrett Conference Center/Improve Site	Warren	2020-2022	Complete/Closed Out	100	08/30/24	07/31/24
Enhance Avenue of Champions Streetscaping	Warren	2024-2026	Awaiting Initiation by Agency			
Expand Track and Field Facilities	Warren	2024-2026	Awarding Contract			
Install New Turf on Athletic Fields	Warren	2024-2026	Awaiting Initiation by Agency			
Purchase Property for Campus Expansion	Warren	2024-2026	Awaiting Initiation by Agency			
Purchase Property/Parking and Street Improvements	Warren	2024-2026	Awaiting Initiation by Agency			
Remove and Replace Student Housing at Farm	Warren	2024-2026	Awaiting Initiation by Agency			
Renovate and Expand Clinical Education Complex	Warren	2024-2026	Awaiting Initiation by Agency			
Renovate Center for Research and Development Phase 1	Warren	2024-2026	Awaiting Initiation by Agency			
Renovate South Campus	Warren	2024-2026	Awaiting Initiation by Agency			
Renovate State/Normal Street Properties	Warren	2024-2026	Awaiting Initiation by Agency			
Renovate/Expand Cliff Todd Center	Warren	2024-2026	Planning			
Use of \$6 million in private funds reported to CPBOC on 8/29/2024						
* Replace Academic Complex	Warren	2024-2026	Design/Phase B			
CM-at-Risk project delivery method reported to CPBOC on 9/26/2024						

* 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: Western Kentucky University
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	Scheduled Closeout	Account Balance	Explanation - Why has the account not been closed?
Postsecondary Education Cabinet/Western Kentucky University			
Asset Preservation Pool - 2022-2024 (Sub-project: E.A. Diddle Arena Roof)	11/11/25	\$45,590.98	Remaining balance has not been transferred out of project account.
Asset Preservation Pool - 2022-2024 (Sub-project: Renovation Center for Research and Development)	03/11/26	\$9,050.36	WKU is evaluating replacing the 1960's electrical switchgear in one of the occupied spaces of the facility. The project authority has \$398,631 in capacity to address this problem if needed.
Construct, Renovate and Improve Athletic Facilities (Sub-project: Houchens-Smith Stadium Press Box)	10/06/25	\$633,838.71	Accounting needs to move funding to Fieldhouse project

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/KY Community and Technical College System						
Acquire and Improve Parking Lots - Jefferson CTC	Multi	2020-2022	Complete/Not Closed Out	100	07/15/23	07/15/23
* Asset Preservation Pool - 2022-24 - ADA Upgrades - Somerset Community College Reported to CPBOC on 1/30/2024	Multi	Pool	Complete/Closed Out	100	01/04/25	01/04/25
* Asset Preservation Pool - 2022-24 - Ashland Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Closed Out		01/02/24	01/02/24
* Asset Preservation Pool - 2022-24 - Big Sandy Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/In Warranty	91	07/22/25	07/22/25
* Asset Preservation Pool - 2022-24 - Chiller Replacement-Big Sandy CTC, Pikeville Reported to CPBOC on 10/15/2024	Pike	Pool	Complete/In Warranty	99	07/03/25	06/11/25
* Asset Preservation Pool - 2022-24 - Fire Alarm Upgrades-Big Sandy CTC Reported to CPBOC on 6/20/2024	Multi	Pool	Complete/In Warranty	99	02/26/26	02/26/26
* Asset Preservation Pool - 2022-24 - Gateway Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Not Closed Out	100	11/19/24	11/19/24
* Asset Preservation Pool - 2022-24 - Gateway CTC Mechanical Equipment and Controls Reported to CPBOC on 7/31/2023	Multi	Pool	In Construction	99	07/01/26	
* Asset Preservation Pool - 2022-24 - Henderson CC Student Center Relocation and Demolition Reported to CPBOC on 7/31/2023	Henderson	Pool	Complete/Closed Out	100	01/19/25	01/19/25
* Asset Preservation Pool - 2022-24 - HVAC Replacements-Bluegrass CTC Reported to CPBOC on 6/20/2024	Fayette	Pool	In Construction	25	06/02/26	
* Asset Preservation Pool - 2022-24 - HVAC Upgrades - Hazard Community and Technical College Reported to CPBOC on 1/30/2024 Comments: Liquidated Damages are being assessed.	Perry	Pool	In Construction	98	12/14/25	

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** KY Community and Technical College System**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
* Asset Preservation Pool - 2022-24 - Jefferson CTC Safety/Security Upgrades Reported to CPBOC on 12/19/2024	Multi	Pool	Complete/In Warranty	99	08/15/25	08/15/25
* Asset Preservation Pool - 2022-24 - KCTCS East Colleges Fire Alarm Upgrades Group Two Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/In Warranty	99	08/28/25	08/28/25
* Asset Preservation Pool - 2022-24 - KCTCS West Colleges Fire Alarm Upgrades Group One Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/In Warranty	99	11/17/25	11/27/25
* Asset Preservation Pool - 2022-24 - Maysville Community and Technical College Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Closed Out	100	08/09/24	08/09/24
* Asset Preservation Pool - 2022-24 - Maysville Community and Technical College Upgrade Fire Alarms Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Closed Out	100	06/30/24	06/30/24
* Asset Preservation Pool - 2022-24 - Mechanical Equipment and Controls - Henderson Community College Reported to CPBOC on 2/27/2024	Henderson	Pool	Complete/In Warranty	99	08/15/25	08/15/25
* Asset Preservation Pool - 2022-24 - Owensboro CTC - Downtown Campus Roof Replacement Reported to CPBOC on 11/20/2025	Daviess	Pool	In Construction	0	07/15/26	
* Asset Preservation Pool - 2022-24 - Renovate Academic Building - Hopkinsville Community College Reported to CPBOC on 9/27/2023	Christian	Pool	Complete/In Warranty	99	02/13/26	02/13/26
* Asset Preservation Pool - 2022-24 - Renovate Administration Building - Bluegrass CTC Reported to CPBOC on 1/30/2024 Comments: Liquidated damages being assessed.	Fayette	Pool	In Construction	96	02/25/26	
* Asset Preservation Pool - 2022-24 - Renovate Edgewood Campus-Gateway CTC Reported to CPBOC on 6/20/2024	Kenton	Pool	In Construction	55	10/03/26	
* Asset Preservation Pool - 2022-24 - Renovate Jolly Classroom Center - Hazard CTC	Perry	Pool	In Construction	60	05/05/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
Reported to CPBOC on 1/30/2024						
* Asset Preservation Pool - 2022-24 - Renovate Main Building Phase II-Ashland CTC	Boyd	Pool	In Construction	65	08/24/26	
* Asset Preservation Pool - 2022-24 - Renovate Main Campus Buildings - Southcentral Kentucky CTC Reported to CPBOC on 1/30/2024	Warren	Pool	Complete/In Warranty	95	10/19/25	10/19/25
* Asset Preservation Pool - 2022-24 - Renovate Pineville Campus - Southeast Kentucky CTC Reported to CPBOC on 2/27/2024	Bell	Pool	In Construction	99	03/31/26	
* Asset Preservation Pool - 2022-24 - Renovate Science Building Labs-Elizabethtown CTC Reported to CPBOC on 6/20/2024	Hardin	Pool	Design/Phase C			
* Asset Preservation Pool - 2022-24 - Renovate Science Labs-Jefferson CTC Reported to CPBOC on 6/20/2024	Jefferson	Pool	In Construction	5	06/05/26	
* Asset Preservation Pool - 2022-24 - Renovate Technical Campus - Madisonville Community College Reported to CPBOC on 1/30/2024	Hopkins	Pool	Complete/In Warranty	100	09/30/25	07/22/25
* Asset Preservation Pool - 2022-24 - Renovate/Construct Transportation Training Center-Ashland CTC Reported to CPBOC on 6/20/2024	Boyd	Pool	Complete/In Warranty	99	02/13/26	02/13/26
* Asset Preservation Pool - 2022-24 - Replace Hartford Building Phase I - Jefferson CTC Reported to CPBOC on 9/27/2023	Jefferson	Pool	Complete/In Warranty	99	10/14/25	10/14/25
* Asset Preservation Pool - 2022-24 - Replace HVAC System Phase I, Main Campus - Owensboro CTC Reported to CPBOC on 1/30/2024	Daviess	Pool	Complete/In Warranty	100	05/06/25	05/06/25
* Asset Preservation Pool - 2022-24 - Replace Switchgear Downtown Campus-Owensboro CTC Reported to CPBOC on 6/20/2024	Daviess	Pool	In Construction	78	06/30/26	
* Asset Preservation Pool - 2022-24 - Replace Windows and Doors - Somerset Community College Reported to CPBOC on 1/30/2024	Multi	Pool	Complete/In Warranty	99	09/25/25	09/25/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Asset Preservation Pool - 2022-24 - Roof Replacements - Bluegrass Community and Technical College Reported to CPBOC on 1/30/2024	Fayette	Pool	Complete/In Warranty	100	04/14/25	04/14/25
* Asset Preservation Pool - 2022-24 - Somerset CC Renovate or Replace Laurel South Campus Reported to CPBOC on 12/19/2024	Laurel	Pool	Design/Phase B			
* Asset Preservation Pool - 2022-24 - Somerset Community College Life Safety Upgrades Reported to CPBOC on 7/31/2023	Multi	Pool	In Construction	50	05/07/26	
* Asset Preservation Pool - 2022-24 - Somerset Community College Upgrade HVAC South Campus Reported to CPBOC on 7/31/2023	Pulaski	Pool	Complete/Not Closed Out	100	01/06/25	01/06/25
* Asset Preservation Pool - 2022-24 - Southeast Kentucky CTC Mechanical Equipment Upgrades Reported to CPBOC on 7/31/2023	Multi	Pool	In Construction	93	05/06/26	
* Asset Preservation Pool - 2022-24 - Southeast Kentucky CTC Roof Replacements Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Closed Out	100	06/17/24	06/17/24
* Asset Preservation Pool - 2022-24 - Upgrade Life and Fire Safety - Owensboro CTC Reported to CPBOC on 9/27/2023	Multi	Pool	In Construction	98	03/31/26	
* Asset Preservation Pool - 2022-24 - Water Infiltration Remediation - Maysville CTC Reported to CPBOC on 9/27/2023	Multi	Pool	Complete/In Warranty	99	08/15/25	09/11/25
* Asset Preservation Pool - 2022-24 - West Kentucky CTC Parking Lots and Sidewalks Reported to CPBOC on 7/31/2023	Multi	Pool	Complete/Not Closed Out	100	11/21/24	11/21/24
* Asset Preservation Pool - 2022-24 - West Kentucky CTC Renovate Main Campus Reported to CPBOC on 7/31/2023	McCracken	Pool	Complete/In Warranty	100	07/21/25	07/21/25
* Asset Preservation Pool - 2024-26 - Ashland CTC - Relocate/Expand Cosmetology Program Reported to CPBOC on 1/22/2025	Boyd	2024-2026	In Construction	15	11/19/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
* Asset Preservation Pool - 2024-26 - Big Sandy CTC - HVAC Upgrades Reported to CPBOC on 7/29/2025	Johnson	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Big Sandy CTC - Replace Roofs Reported to CPBOC on 4/28/2025	Johnson	2024-2026	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Big Sandy CTC - Upgrade Safety and Security Reported to CPBOC on 7/29/2025	Floyd	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Elizabethtown CTC - Culinary Arts Relocation Reported to CPBOC on 10/21/2025	Hardin	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Elizabethtown CTC - Upgrade/Replace Switchgear Reported to CPBOC on 4/28/2025	Hardin	2024-2026	Awarding Contract			
* Asset Preservation Pool - 2024-26 - Gateway CTC - Upgrade Mechanical Equipment Phase II Reported to CPBOC on 10/21/2025	Multi	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Gateway CTC - Upgrade Security Technology Reported to CPBOC on 1/22/2025	Multi	2024-2026	In Construction	60	04/01/26	
* Asset Preservation Pool - 2024-26 - Hazard CTC - Repair/Replace Roofs Reported to CPBOC on 4/28/2025	Perry	2024-2026	In Construction	0	09/11/26	
* Asset Preservation Pool - 2024-26 - Hopkinsville CC - Replace HVAC-Technology Center Reported to CPBOC on 1/22/2025	Madison	2024-2026	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Jefferson CTC - Replace Hartford Building Phase II - Design Only Reported to CPBOC on 1/22/2025	Jefferson	2024-2026	Design/Phase B			
* Asset Preservation Pool - 2024-26 - Madisonville CC - Replace Roofs Reported to CPBOC on 7/29/2025	Multi	Pool	In Construction	0	05/23/26	

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
* Asset Preservation Pool - 2024-26 - Maysville CTC - Parking/Exterior Upgrades Reported to CPBOC on 4/28/2025	Mason	2024-2026	Awarding Contract			
* Asset Preservation Pool - 2024-26 - Owensboro CTC - HVAC Upgrades Phase II Reported to CPBOC on 7/29/2025	Daviess	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Somerset CC - Replace South Campus HVAC Phase II Reported to CPBOC on 10/21/2025	Pulaski	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Somerset CC - South Campus Exterior Upgrades Reported to CPBOC on 7/29/2025	Pulaski	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Southeast KY CTC - Mechanical Equipment Upgrades Phase II Reported to CPBOC on 7/29/2025	Multi	Pool	Design/Phase C			
* Asset Preservation Pool - 2024-26 - Southeast KY CTC - Replace Whitesburg Bridge Reported to CPBOC on 1/22/2025	Letcher	2024-2026	Awarding Contract			
* Asset Preservation Pool - 2024-26 - West KY CTC - Upgrade ADA/Life Safety Reported to CPBOC on 1/22/2025	McCracken	2024-2026	In Construction	9	08/31/26	
Bluegrass CTC Newtown Administration Building Expansion Comments: Liquidated damages are being assessed.	Fayette	CPBOC-4/01/23	In Construction	96	02/25/26	
Construct Fire Academy Dormitory - Fire Commission	Muhlenberg	2024-2026	Design/Phase C			
Construct Fire Academy Maintenance Building - Fire Comm.	Muhlenberg	2024-2026	Design/Phase C			
Construct Fire Commission Five Story Training Drill Tower	Muhlenberg	2020-2022	Complete/Not Closed Out	100	12/23/24	12/10/24
Construct Fire Commission NRPC Classroom Building	Muhlenberg	2020-2022	Complete/Closed Out	100	01/19/25	02/08/24
Construct Multicultural Ctr Atrium Enclosure - Jefferson CTC	Jefferson	2024-2026	Awaiting Initiation by Agency			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: KY Community and Technical College System

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
Construct National Responder Preparedness Center Parking Lot (Driving Course) - Fire Commission	Muhlenberg	2018-2020	Complete/Closed Out	100	10/08/24	10/08/24
* Construct On-Site Training Center - Hardin County Senate Bill 5 (2021 Extraordinary Session)	Hardin	Other	Complete/Not Closed Out	100	03/28/24	03/28/24
Construct Parking Garage - Jefferson CTC	Jefferson	2022-2024	Complete/In Warranty	99	02/25/26	02/25/26
Construct Quadrangle and Green Space - Jefferson CTC	Jefferson	2024-2026	In Construction	10	07/13/26	
* Construct Student/Classroom [Instructional Facility] - Bluegrass CTC Newtown	Fayette	2022-2024	In Construction	8	05/19/27	
* Efficient Operations and Innovation Plan - Jefferson CTC Replace Hartford Hall Phase II Reported to CPBOC on 9/23/2025	Jefferson	2024-2026	Design/Phase B			
* Efficient Operations and Innovation Plan - Somerset CC Replace Laurel South Campus Phase II Reported to CPBOC on 9/23/2025	Laurel	2024-2026	Design/Phase B			
* Efficient Operations and Innovation Plan - Southcentral KY CTC Replace Glasgow Campus Reported to CPBOC on 9/23/2025	Barren	2024-2026	Design/Phase A			
Emergency Building Repairs, Southeast Kentucky Community and Technical College	Letcher	CPBOC-11/01/22	Complete/In Warranty	100	05/21/25	05/21/25
Expand Culinary Arts Program - Elizabethtown CTC	Hardin	2024-2026	Awaiting Initiation by Agency			
* Expand Leitchfield Campus - Elizabethtown CTC	Grayson	2022-2024	In Construction	10	07/15/26	
Maysville Community and Technical College Montgomery Campus Welding Lab Renovation	Montgomery	CPBOC-12/01/24	In Construction	0	08/04/26	
Nursing Program Renovation - Big Sandy Community and Technical College, Pikeville	Pike	CPBOC-10/01/23	Complete/In Warranty	99	02/25/26	02/25/26
* Renov Occupational Tech. Ph II-Elizabethtown CTC	Hardin	2024-2026	Design/Phase A			
Renovate Advance Manufacturing and Construction Center - Hazard CTC	Perry	2020-2022	Complete/In Warranty	99	08/01/25	08/01/25
Renovate Industrial Education Building - Hazard CTC	Perry	2020-2022	Complete/In Warranty	95	08/22/25	08/22/25
Renovate Newtown Campus North Buildings - Bluegrass CTC	Fayette	2020-2022	Complete/Not Closed Out	100	11/22/24	11/22/24

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** KY Community and Technical College System**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
* Renovate Occupational Technical Building Phase I - Elizabethtown CTC	Hardin	2022-2024	In Construction	36	09/08/26	
Roof Replacement, Franklin Simpson Center - Southcentral Kentucky Community and Technical College	Franklin	CPBOC-10/01/23	Design/Phase C			
Science Building Expansion - Elizabethtown Community and Technical College	Hardin	CPBOC-1/01/24	Design/Phase C			
Signage - Southcentral Kentucky Community and Technical College	Warren	CPBOC-10/01/23	Complete/Closed Out	100	09/18/24	09/18/24
Upgrade Newtown Campus Buildings and Infrastructure - Bluegrass	Fayette	2016-2018	Complete/Closed Out	100	12/27/21	12/27/21

* 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:** KY Community and Technical College System**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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/KY Community and Technical College System			
Acquire and Improve Parking Lots - Jefferson CTC	08/15/24	\$15,188.90	Funds will be used for future acquisitions.
* Asset Preservation Pool - 2022-24 - Gateway Community and Technical College Roof Replacements	12/19/25	\$92,010.00	Will be closing once final encumbrances are paid out.
* Asset Preservation Pool - 2022-24 - Somerset Community College Upgrade HVAC South Campus	02/06/26	\$7,248.00	Will be closing out in March.
* Asset Preservation Pool - 2022-24 - West Kentucky CTC Parking Lots and Sidewalks	12/21/25	\$70,093.75	Closing out in March.
Construct Fire Commission Five Story Training Drill Tower	01/10/26	\$76,011.00	Will be closing out in March.
* Construct On-Site Training Center - Hardin County	04/28/25	\$288,437.00	Remaining funds being spent on equipment.
Renovate Newtown Campus North Buildings - Bluegrass CTC	12/22/25	\$803,361.00	Waiting on encumbrances to be liquidated so project can be closed out.

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

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Commonwealth Office of Technology**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Department of Education/Operations and Support Services						
* Education Finance Application Budgeted Amount - \$2,500,000 Comments: Expenditure:\$2035612; % Complete:45%	Statewide	2022-2024	Execution & Control Phase			
* Education Finance Application Phase 2 Budgeted Amount - \$2,000,000 Comments: Expenditure:\$0; % Complete:5%	Statewide	2024-2026	Execution & Control Phase			
Education and Labor Cabinet/General Administration						
Claims Payment Management System Budgeted Amount - \$2,460,000	Statewide	2018-2020	Closeout Phase		10/31/22	10/31/22
Labor Market Data Technologies for Job Matching Budgeted Amount - \$6,636,000	Statewide	2022-2024	Closeout Phase		01/02/24	01/02/24
Education and Labor Cabinet/KY Educational Television						
KET Next Gen Conversion Budgeted Amount - \$13,000,000	Statewide	CPBOC-9/01/21	Closeout Phase		06/23/25	06/23/25
* Public Safety Emergency Warning and Alerting Budgeted Amount - \$1,500,000 Comments: Expenditure:\$1243466.75; % Complete:83%	Statewide	2022-2024	Execution & Control Phase			
Education and Labor Cabinet/Workforce Development						
Replace Unemployment Insurance System Budgeted Amount - \$96,750,000 \$10 million reallocated from \$20 million bond funded Legacy Retirement System authorization Comments: Expenditure:\$29524385.02; % Complete:55%	Statewide	2018-2020	Execution & Control Phase			
Replace Vocational Rehabilitation Case Management System Budgeted Amount - \$3,180,000	Statewide	2024-2026	Closeout Phase		12/10/25	12/10/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Commonwealth Office of Technology**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<u>Cabinet/Agency/Project Title</u>	<u>County</u>	<u>Initial Auth</u>	<u>Status</u>	<u>Constr % Compl</u>	<u>Contract Compl</u>	<u>Actual Subst</u>
Replace WIOA/CDO Case Management System Budgeted Amount - \$3,250,000	Statewide	2024-2026	Closeout Phase		12/10/25	12/10/25

Education and Labor Cabinet/Workforce Investment

Case Management System Budgeted Amount - \$4,620,000 Comments: Expenditure:\$493650; % Complete:73%	Statewide	CPBOC-7/01/21	Execution & Control Phase

Finance and Administration Cabinet/Commonwealth Office of Technology

Hybrid - Cloud Service Architecture Budgeted Amount - \$3,000,000	Statewide	2022-2024	Planning Phase
* Kentucky Business OneStop (KyBOS) Phase IV Budgeted Amount - \$4,128,000 Comments: Expenditure:\$0; % Complete:0%	Statewide	2022-2024	Planning Phase
* Replace and Modernize Legacy Systems and Legacy System Retirement - DLG - The City Budgeted Amount - \$1,611,200 Reported to CPBOC on 9/26/2024 Comments: Expenditure:\$302657.5; % Complete:21%	Statewide	Pool	Execution & Control Phase

Finance and Administration Cabinet/Controller

* eMARS Upgrade and Systems Enhancements Budgeted Amount - \$14,000,000 Comments: Expenditure:\$11349838.48; % Complete:80%	Statewide	2022-2024	Execution & Control Phase
* Upgrade & Enhancement eMARS Systems Budgeted Amount - \$3,500,000 Comments: Expenditure:\$319971; % Complete:16%	Statewide	2024-2026	Planning Phase

Finance and Administration Cabinet/General Administration

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology

Report Quarter: 2026-2 (April)

Print Date: 04/14/2026

<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>
* Business One-Stop Portal - Phase III Budgeted Amount - \$12,000,000 Comments: Expenditure:\$5547500; % Complete:72%	Statewide	2016-2018	Execution & Control Phase			
Finance and Administration Cabinet/Revenue						
* Integrated Tax System Budgeted Amount - \$92,500,000 Comments: Expenditure:\$49968891.39; % Complete:44%	Statewide	2018-2020	Execution & Control Phase			
General Government Cabinet/Agriculture						
AGR Inspection and Licensing Project Budgeted Amount - \$2,118,000 Initiated under prior 2020-2022 authorization Comments: Expenditure:\$1585129.09; % Complete:42%	Statewide	2022-2024	Execution & Control Phase			
General Government Cabinet/Attorney General						
* Upgrade Technology Budgeted Amount - \$2,000,000 Comments: Expenditure:\$1791804.44; % Complete:65%	Statewide	2020-2022	Execution & Control Phase			
General Government Cabinet/KY Communications Network Authority						
* KentuckyWired Critical Infrastructure Purchases Budgeted Amount - \$12,432,000 Comments: Expenditure:\$8532690.35; % Complete:25%	Statewide	2024-2026	Execution & Control Phase			
* KentuckyWired Critical Infrastructure Upgrades Budgeted Amount - \$12,927,000 Comments: Expenditure:\$2810699.27; % Complete:25%	Statewide	2024-2026	Execution & Control Phase			
* Next Generation Kentucky Information Highway Budgeted Amount - \$454,462,400	Statewide	2014-2016	Execution & Control Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT**Reporting Agency:** Commonwealth Office of Technology**Report Quarter:** 2026-2 (April)**Print Date:** 04/14/2026

<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>
Comments: Expenditure:\$433973739; % Complete:99%						
General Government Cabinet/Registry of Election Finance						
* System Modernization Budgeted Amount - \$1,836,000 Comments: Expenditure:\$397027.43; % Complete:2%	Statewide	2016-2018	Execution & Control Phase			
Health and Family Services Cabinet/Community Based Services						
The Workers Information System (TWIST) Case File Digitization Budgeted Amount - \$10,000,000	Statewide	2022-2024	Closeout Phase		10/10/24	10/10/24
* The Workers Information System (TWIST) Modernization Budgeted Amount - \$18,993,000 Comments: Expenditure:\$8362011.9; % Complete:99%	Statewide	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:\$186816; % Complete:0%	Statewide	2022-2024	Initiation Phase			
Health and Family Services Cabinet/Public Health						
Scan and Image Historical Records Budgeted Amount - \$5,750,000 Comments: Expenditure:\$5685806.75; % Complete:96%	Statewide	2018-2020	Execution & Control Phase			
Vital Statistics Digitized System Budgeted Amount - \$2,700,000	Statewide	2018-2020	Closeout Phase		10/18/24	10/18/24
WIC Modernization Budgeted Amount - \$10,756,000	Statewide	2020-2022	Closeout Phase		10/16/24	10/16/24

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

<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>
Justice and Public Safety Cabinet/Public Advocacy						
* Case Management System Budgeted Amount - \$1,650,000 Comments: Expenditure:\$621072.4; % Complete:15%	Statewide	2022-2024	Planning Phase			
Justice and Public Safety Cabinet/State Police						
* Emergency Radio System Replacement, Phase II See Two-Way Radio System Replacement (combined auth) Budgeted Amount - \$52,450,000	Statewide	2020-2022	Execution & Control Phase			
* Emergency Radio System Replacement, Phase III See Two-Way Radio System Replacement (combined auth) Budgeted Amount - \$80,909,000	Statewide	2022-2024	Execution & Control Phase			
* Two-Way Radio System Replacement (combined auth) Budgeted Amount - \$216,359,000 Authorizations for the following projects have been combined: Two-Way Radio System Replacement, Phase I (2018-2020) - \$35,100,000 in bond funds Emergency Radio System Replacement, Phase II (2020-2022) - \$52,450,000 in bond funds Emergency Radio System Replacement, Phase III (2022-2024) - \$80,909,000 in bond funds \$47,900,000 in additional bond funds (2024-2026)	Statewide	2018-2020	Execution & Control Phase			
* Two-Way Radio System Replacement, Phase I See Two-Way Radio System Replacement (combined auth) Budgeted Amount - \$35,100,000 Comments: Expenditure:\$137011828.35; % Complete:67%	Statewide	2018-2020	Execution & Control Phase			
* Upgrade Telecommunicator Technology Budgeted Amount - \$2,200,000 Comments: Expenditure:\$938221.08; % Complete:65%	Statewide	2024-2026	Execution & Control Phase			
Postsecondary Education Cabinet/Council on Postsecondary Education						
* Upgrade Kentucky Regional Optical Network Infrastructure Enhancement Budgeted Amount - \$1,000,000	Statewide	2022-2024	Closeout Phase		06/23/25	06/23/25

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
Postsecondary Education Cabinet/Kentucky State University						
Fiber Infrastructure Budgeted Amount - \$2,888,000	Franklin	CPBOC-9/01/23	Initiation Phase			
Postsecondary Education Cabinet/KY Community and Technical College System						
Upgrade IT Infrastructure - Gateway CTC Budgeted Amount - \$1,500,000	Multi	2020-2022	Execution & Control Phase			
Public Protection Cabinet/Housing, Buildings and Construction						
Modernize Application System Budgeted Amount - \$3,588,000 Comments: Expenditure:\$420592.5; % Complete:69%	Statewide	2024-2026	Execution & Control Phase			
Tourism, Arts & Heritage Cabinet/KY Heritage Council						
* Records Digitization Budgeted Amount - \$1,000,000 Reallocation from Historical Society's Historical Society Digital Initiatives	Statewide	2020-2022	Closeout Phase		07/01/24	07/01/24
Tourism, Arts & Heritage Cabinet/State Fair Board						
* Replace IT Infrastructure Budgeted Amount - \$2,100,000	Jefferson	2024-2026	Planning Phase			
Transportation Cabinet/Gen Admin & Support (Transp)						
* AASHTOWare Budgeted Amount - \$3,600,000 Initiated under prior 2020-2022 authorization Comments: Expenditure:\$5121128.06; % Complete:82%	Statewide	2022-2024	Execution & Control Phase			
Facilities Technology Modernization Budgeted Amount - \$1,450,000 Comments: Expenditure:\$716729.72; % Complete:100%	Statewide	CPBOC-4/01/21	Execution & Control Phase			

QUARTERLY CAPITAL PROJECTS STATUS REPORT

Reporting Agency: Commonwealth Office of Technology
Report Quarter: 2026-2 (April)
Print Date: 04/14/2026

Cabinet/Agency/Project Title	County	Initial Auth	Status	Constr % Compl	Contract Compl	Actual Subst
* Replace Kentucky Driver Licensing System Budgeted Amount - \$31,500,000 Comments: Expenditure:\$19266297.53; % Complete:60%	Statewide	2012-2014	Execution & Control Phase			
* Transportation Enterprise Database II Budgeted Amount - \$3,000,000 Comments: Expenditure:\$548455.78; % Complete:11%	Statewide	2016-2018	Execution & Control Phase			
Transportation Cabinet/Vehicle Regulation						
* International Registration Plan System Upgrade Budgeted Amount - \$2,500,000 Comments: Expenditure:\$2040863.85; % Complete:100%	Statewide	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).

April 13, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, 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 Funke Frommeyer, Representative McPherson and Honorable Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45.760(5), the University of Kentucky (UK) hereby reports the purchase of the following items of research 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 servo-hydraulic actuator system with integrated data acquisition has been purchased from MTS. The actuator system is designed for rigorous structural and durability materials testing applications. The system will be used for controlled testing of concrete and steel components under static, dynamic, seismic, fatigue and multi-axial loading configurations. The research equipment was purchased with federal funds from a National Science Foundation grant for a total cost of \$668,648. The item will be located at F. Paul Anderson Tower at UK's main campus in Lexington, Kentucky.
- An OTV-S500 strobe tower with ear, nose and throat (ENT) kit has been purchased from Olympus. The strobe tower is a compact medical imaging system providing bright, high-definition views during patient examinations and procedures. The special lighting and strobe effects allows physicians to observe and diagnose ENT conditions. The medical equipment was purchased with UK restricted funds for a total cost of \$246,525.26. The item will be located at UK HealthCare's Kentucky Clinic in Lexington, Kentucky.

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

Sincerely,



Angela Martin
Vice President for Financial Planning and Chief Budget Officer

cc: Elizabeth Baker
Teresa Centers
Kristen Cheser



April 10, 2026

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

RE: \$3,185,000 Corbin Independent School District Finance Corporation
School Building Revenue Bonds, Series of 2026

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', 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:	\$3,185,000	
District	Corbin Independent School District	
Issue Name:	School Building Revenue Bonds, Series 2026	
Purpose:	High School Athletic Improvements	
Projected Sale Date:	Q2 2026	
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: "Aa3"	
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>

Estimated par amount of Bonds:

% Share of total Bonds:

Estimated average annual debt service:

Estimated debt service reserve:

SFCC Portion	Local Portion	Total
\$0	\$3,185,000	\$3,185,000
0.00%	100.00%	100.00%
\$0	\$232,339	\$232,339
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, etc

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$25,740	\$25,740
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$18,350	\$18,350
\$0	\$63,700	\$63,700
\$0	\$0	\$0
\$0	\$107,790	\$107,790

Anticipated Interest Rates:

5 Years: 3.050% 10 Years: 3.550% 15 Years: 4.050%

20 Years: 4.250%

Notes: No Tax Increase required

School District Name:
Project:
Probable Cost Breakdown
Date:

Corbin Independent School District
High School Athletic Improvements
(Administration/Athletics/Instructional)
04.10.2026

	Total Project 100%	Administration Percentage	Athletic 75%	Instructional 25%
	\$ 3,077,210.00	\$ -	\$ 2,307,907.50	\$ 769,302.50
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Construction Cost	\$ 3,077,210.00	\$ -	\$ 2,307,907.50	\$ 769,302.50
Soft Costs (Architect/CM Fees)	\$ -	\$ -	\$ -	\$ -
Total Project Cost	\$ 3,077,210.00	\$ -	\$ 2,307,907.50	\$ 769,302.50
Plus: Cost of Issuance Including Bond Discount & Bond Rounding	\$ 107,790.00	\$ -	\$ 80,842.50	\$ 26,947.50
Less: Cash Contribution(s)	\$ -	\$ -	\$ -	\$ -
Amount Bonded for Construction Project	\$ 3,185,000.00	\$ -	\$ 2,388,750.00	\$ 796,250.00



March 13, 2026

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

Dear Ms. Russell:

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

\$10,230,000 (estimated)
Floyd County Board of Education, Kentucky
General Obligation Bonds, Series 2026

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,

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

Michael George
Managing Director

Enclosure
David Malone
Tiffany Warrix Campbell

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$10,230,000 (estimated)
Issue Name:	Floyd County Board of Education, General Obligation Bonds, Series 2026
Purpose:	Central office repairs, land acquisition, multi-purpose athletic facility and other district wide athletic and general improvements.
Projected Sale Date of Bonds:	5/20/2026
First Call Date:	May 1, 2035
Method of Sale:	Competitive
Place/Time of Sale:	SFCC/11:00 AM ET
Bond Rating:	Moody's "Aa3" (Enhanced)
Bond Counsel:	Steptoe & Johnson
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:	\$0.00	\$10,230,000.00	\$10,230,000.00
% Share of total Bonds:	0%	100%	100%
Est. average annual debt service:	\$0.00	\$872,029.00	\$872,029.00
Estimated debt service reserve:	\$0.00	-0-	-0-
Estimated Cost of Issuance ¹			
Fiscal Agent, Bond Counsel:	\$0.00	\$ 45,500.00	\$45,500.00
Advertisements, Printing, etc.	\$0	\$0.00	\$0.00
Special Tax Counsel	\$0	\$0	\$0.00
Paying Agent	\$0.00	\$ 4,000.00	\$4,000.00
Bond Rating	\$0.00	\$ 31,000.00	\$31,000.00
Escrow Verification	\$0	\$0	\$0.00
Underwriter's Discount	\$0.00	\$ 153,450.00	\$153,450.00
Credit Enhancement	\$0	\$0	\$0.00
Total Cost of Issuance:	\$0.00	\$233,950.00	\$233,950.00

Anticipated Interest Rates:²

5 Year - 2.65%	10 Year - 3.21%	15 Year - 3.81%
20 Year - 4.55%		

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

² Estimated yields.

School District Name:
Project:
Probable Cost Breakdown
Date:

Floyd County School District
Central office roof repairs, land acquisition and various athletic and improvement projects
(Administration/Athletics/Instructional)
3/13/2026

	Total Project 100%	Administration Percentage	Athletic Percentage	Instructional Percentage
Land acquisition, multipurpose facility, other improvements	\$ 8,759,686.11	\$ -	\$ 8,759,686.11	\$ -
Central office roof repairs	\$ 2,731,440.89	\$ 2,731,440.89	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Total Construction Cost	\$ 11,491,127.00	\$ 2,731,440.89	\$ 8,759,686.11	\$ -
Soft Costs (Architect/CM Fees)	\$ 931,713.00	\$ 221,468.18	\$ 710,244.82	\$ -
Total Project Cost	\$ 12,422,840.00	\$ 2,952,909.07	\$ 9,469,930.93	\$ -
Plus: Cost of Issuance Including Bond Discount & Bond Rounding	\$ 238,254.85	\$ 56,633.18	\$ 181,621.67	
Less: Cash Contribution(s)*	\$ 2,431,094.85	\$ 1,797,551.25	\$ 633,543.60	\$ -
Amount Bonded for Construction Project	\$ 10,230,000.00	\$ 1,211,991.00	\$ 9,018,009.00	\$ -

* Includes insurance funds and the reoffering premium

Statement of Indebtedness

1.	The assessed valuation of all the taxable property in the School District as estimated by the last certified assessment is:	\$2,098,708,046
2.	Date of last certified audit:	June 30, 2025
3.	The total of all bonds, notes, and other obligations of the district currently issued and outstanding, including the present issue of \$10,230,000.	\$63,205,000
4.	Statutory debt limit for General Obligation bonds as set forth in KRS 66.041:	\$41,974,161
5.	District bonding potential as set forth in 702 KAR 3:020:	\$28,000,000
6.	The total of bonds, notes, and other obligations of the district currently issue subject to the 2% statutory limit including the present issue of \$10,230,000.	\$18,525,000
7.	Does this issue include a special appropriation grant from the Commonwealth of Kentucky? If so, please state the amount and purpose of the grant.	No



University of Kentucky
Procurement Services

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
www.uky.edu

March 19, 2026

Senator Shelley Funke Frommeyer, Co-Chair,
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Re: Request for Proposal UK-3050.0-1-26
Project Name: Asset Preservation Pool – Margaret I King Library Renovation

Dear Senator Frommeyer, Representative McPherson and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45A.180(2), the University of Kentucky reports its intent to use the CM at Risk project delivery method for the *Asset Preservation Pool – Margaret I King Library Renovation* capital project. A copy of the Request for Proposals (RFP) is included with this letter.

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

Sincerely,

Barry Swanson
Barry Swanson (Mar 19, 2026 14:31:57 EDT)

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

CC: Kevin Locke
CPM Business Office



University of
Kentucky®
Procurement Services

Request for Proposal

UK-3050.0-1-26

Project # 3050.0
CM Services for
Asset Preservation Pool
Margaret I King Library Renovation

Proposal Due Date – 1/16/2026



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-3050.0-1-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	12/17/2025	UNIVERSITY OF KENTUCKY
Title:	Asset Preservation Pool Margaret I King Library Renovation	PROCUREMENT SERVICES
Purchasing Officer:	Tabitha McFarland	411 S LIMESTONE
Phone:	859-257-1063	ROOM 322 PETERSON SERVICE BLDG.
Email:	Tabitha.mcfarland@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/16/2026 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:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 University Information.....	8
2.4 Sustainability	10
2.5 Economic Inclusion and Procurement.....	10
3.0 PROPOSAL REQUIREMENTS.....	11
3.1 Key Event Dates (prevailing time in Lexington, KY)	11
3.2 Offeror Communication	11
3.3 Pre-Proposal Conference	11
3.4 Offeror Presentations	12
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	12
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer.....	14
3.9 Acceptance or Rejection and Award of Proposal	14
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	14
3.13 Restrictions on Communications with University Staff	15
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	15
3.19 No Contingent Fees.....	15
3.20 Proposal Addenda and Rules for Withdrawal.....	16
3.21 Requirement To Perform Vendor Onboarding and Registration.....	16
4.0 PROPOSAL FORMAT AND CONTENT	16
4.1 Proposal Information and Criteria	16
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	17

4.4	Executive Summary and Proposal Overview	17
4.5	Criteria 1 - Offeror Qualifications	18
4.6	Criteria 2 – Services Defined	18
4.7	Criteria 3 – Financial Proposal.....	19
4.8	Criteria 4 – Evidence of Successful Performance and Implementation Schedule	19
4.9	Criteria 5 – Other Additional Information.....	19
5.0	EVALUATION CRITERIA PROCESS.....	19
6.0	OTHER CONDITIONS	21
6.1	Contract Term	21
6.2	Effective Date	22
6.3	Competitive Negotiation	22
6.4	Appearance Before Committee	22
6.5	Additions, Deletions or Contract Changes	22
6.6	Contractor Cooperation in Related Efforts	22
6.7	Entire Agreement	23
6.8	Governing Law	23
6.9	Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act	23
6.10	Termination for Convenience.....	23
6.11	Termination for Non-Performance	23
6.12	Funding Out	24
6.13	Prime Contractor Responsibility.....	24
6.14	Assignment and Subcontracting	24
6.15	Permits, Licenses, Taxes.....	25
6.16	Attorneys' Fees	25
6.17	Royalties, Patents, Copyrights and Trademarks	25
6.18	Indemnification	25
6.19	Insurance	26
6.20	Method of Award	26
6.21	Reciprocal Preference	26
6.22	Reports and Auditing	26
6.23	Confidentiality.....	27
6.24	Conflict of Interest	27
6.25	Personal Service Contract Policies.....	27

6.26 Copyright Ownership and Title to Designs and Copy	27
6.27 University Brand Standards	28
6.28 Printing Statutes	28
6.29 Requirement for Contract Administration Fee	28
6.30 Payment Terms	28
7.0 SCOPE OF SERVICES	29
7.1 Services Defined - Overview	29
7.2 Optional Services	31
8.0 FINANCIAL OFFER SUMMARY	32

Attachment A – General Conditions, CM At Risk

Attachment B – Sample Affidavit, Agreement, Performance, and Payment Bonds

Attachment C – Special Conditions, CM At Risk

Attachment D – Schedule

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

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

The total scope of this project is currently **\$59,000,000** with a total maximum construction budget of approximately **\$43,800,000**, to include costs for Construction Management Services as well as for the award of trade contracts. The contract established for construction management services will be of a pure agency relationship through Phase 4 Bidding, and then convert to a “LUMP SUM, AT RISK” contract. Contract award contingent on Board of Trustees approval.

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

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

2.2 Background Information

As the first library at the University of Kentucky, the Margaret I King Library was originally constructed in 1909. The first addition was completed in 1931, with the second addition on the south side of the building in 1963, and the third addition in 1974. This library was the main university library until the William T. Young Library opened in 1998. The library currently houses the university’s special collections.

The focus of this project will be to create a student-centered renovation as the first phase of a holistic transformation of M.I. King Library. Improvements to accessibility, connectivity, and internal circulation will serve as the cornerstone of this initiative, acting as a unifying design element to reconnect the existing building to the addition. Modernization of building systems, including HVAC, electrical, and plumbing, will ensure the facility meets contemporary standards. Restroom facilities will be upgraded to enhance convenience, comfort, and access for all users. The first and second floors will be reimagined as a student-focused hub, featuring classrooms, tutoring centers, student success programs, student study spaces, offices, and library services to promote academic achievement. Minor improvements may occur on other floors to better support existing library departments and accommodate additional programs as needed.

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 — 160 years strong — is to advance Kentucky in everything we do.

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. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight 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 \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 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 carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

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 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science 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 Research 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 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK 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.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult 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. 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 homes 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. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight urgent care centers.

The University of Kentucky Board of Trustees on Friday, April 26, 2024, approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store and an outpatient center. Additionally, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare managed six hospitals with more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community.

Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

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.

More information about UK can be found at this [this website](#).

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 Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support 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 Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates (prevailing time in Lexington, KY)

Release of RFP	12/17/2025
Pre-Proposal Conference (Optional)	12/22/2025 @10AM
Deadline for Written Questions	01/06/2026 @1PM
Final Addendum (On or about)	01/09/2026
RFP Proposals Due	01/16/2026 @3PM
Offeror Presentations*	02/03/2026 Time TBD

*Projected dates

3.2 Offeror Communication

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

All addenda and updates will be communicated through 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 12/22/2025 at 10 a.m. Lexington Kentucky time. Interested offerors will meet in-person at:

Conference room 226
Peterson Service Building
400 S. Limestone
Lexington, KY 40506

Prospective contractors will be given an opportunity to ask questions and clarify the University's expectations.

A site visit will follow.

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

- At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions 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.

Include in your proposal all relevant and important information which will help the selection committee evaluate your firm for this project. UK reserves the right to make a selection from proposals without conducting interviews.

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

3.6 Proposed Deviations from the RFP

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

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

3.7 **Proposal Submission and Deadline**

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

- **Technical Proposal:** One (1) copy on an electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), one (1) original printed submittal, and four (4) printed copies. A total of six physical objects should be in the offeror's envelope.
- The University strongly encourages Offerors to identify the original technical proposal as the "Purchasing Copy" by label, stamp, or other clearly visible means. Should any deviations between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.

Do not password-protect the electronic storage device

- **Financial Proposal:** is discussed in Sections 4.7 and 5.

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to the 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 Procurement Services as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to economic inclusion demographics for their company. Further, should any company or economic inclusion information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

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 should 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 should 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.

4.5 Criteria 1 - Offeror Qualifications

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

Our supply chains and business partnerships are an important aspect of this work. In your proposal, (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 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

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

- e) Describe your firm's strategy to promote local trade, contractor, and vendor participation this project.
- f) Acknowledge that your strategy does not require CCIP or SDI coverage.
- g) Confirm that your subcontracts and/or trade packages will not contain provisions that obscure competitive pricing, distort CM fees, unduly transfer risk, or otherwise impair the Owner's ability to hold the CM responsible for project delivery

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 examples of schedules your firm has generated in support of projects of the size and complexity of this project.

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.

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.

<u>Criteria Description</u>	<u>Phase 1 Criteria Weight</u>
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:

<u>Rank</u>	<u>Phase 1 Score</u>
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 that receives low points for Phase 1 may be eliminated from further consideration regardless of the number of proposals received. The committee reserves the right to advance additional firms to Phase 2 in the event of a tie score or by decision of the committee.

Phase 2: Finalist Presentations and Non-Price Total Score Evaluation Process and Scoring

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

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

Phase 2, Step 1: Finalist Presentations Scoring

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

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

Phase 2, Step 2: Non-Price Total Score

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

Phase 3: Financial Proposal Score

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

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

Best and Final Offer (BAFO):

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

BAFOs are Financial Proposals and are scored identically.

Basis of Award: Offeror's Total Score

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

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 OTHER CONDITIONS

Refer to Attachment C – Special Conditions CM at Risk

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 CM performance, continuing University need, and adequate funding, upon satisfactory completion 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 date(s) 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, 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

The successful Contractor shall procure and maintain, at its expense, the minimum insurance coverages detailed in Section 42 of the Special Conditions, 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 <https://brand.uky.edu/>. 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, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to

University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards. Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

N/A

6.29 Requirement for Contract Administration Fee

N/A

6.30 Payment Terms

See Attachment A – General Conditions, CM at Risk.

7.0 SCOPE OF SERVICES

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

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

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

7.1 Services Defined - Overview

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

7.1.1 Detailed Services Defined

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

The CM shall:

1. Prepare required detailed construction cost estimates at each phase of design (I, II, III) to support the design process. The project will include bid alternates. Additional cost estimating will be required to determine costs of the alternates.
2. Participate in Phase I, II, & III Schematic Design, Design Development, and Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, scheduling and document development. In addition, the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
3. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents

7.1.2 Bid and Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to 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 percentage of 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) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 5) 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.
- 6) 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 coordination and 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.
- 7) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 8) 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.
- 9) 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.

10) 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.

11) Utilize eComm for reporting and retrieval of project information.

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

7.1.4 Post Construction Phase Services

The CM shall:

1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents

2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.

3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents

7.2 Optional Services

Any proposal that does not address the scope of services described in 7.1 may be rejected as non-responsive. The University may, at its sole discretion, consider optional services or alternate proposals after review of base proposal(s). A financial offer for optional services and/or alternate proposals must be clearly labeled as such and will be submitted in the same manner and timeframe as the base offer.

8.0 FINANCIAL OFFER SUMMARY

The **financial offer is not required to be included in the first phase submittal**. It will be requested from firms which are selected to participate in Phase 2 of the selection process.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services required for the project phases indicated in the table below. Indicate the corresponding percentage of construction cost in column B. If there is a discrepancy between the amount in column A and the percentage in column B, column A will prevail and will be converted to a percentage.

The “Financial Score” used in the selection process will be based on the “Total Cost for the Project” (see below) although an initial contract will be awarded for Design Phase Services only. Bidding, construction, and post-construction phase services will later be added by amendment to the initial contract (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2, Step 3).

This financial proposal is based on a construction cost of \$43,800,000, an estimated date of September 14, 2026, for the completion of design, a bidding phase, and 510 DAYS for the construction phase to substantial completion.

	Column A Lump Sum Cost	Column B Percent of construction cost
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	\$	%

* As each trade package is added to the Construction Manager’s purchase order, the associated costs from the financial proposal will be added according to the percentage indicated in Column B.

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

Contents

ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - CONSULTANT	5
ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS.....	7
ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE.....	8
ARTICLE 5 - SHOP DRAWINGS	8
ARTICLE 6 - LAYING OUT WORK	9
ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS	10
ARTICLE 8 - TEMPORARY UTILITIES.....	10
ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES	11
ARTICLE 10 - ROYALTIES AND PATENTS.....	12
ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES	12
ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC.....	14
ARTICLE 13 - BLASTING	15
ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES.....	15
ARTICLE 15 - HAZARDOUS MATERIALS.....	16
ARTICLE 16 - INSPECTION OF WORK	17
ARTICLE 17 - SUPERINTENDENT - SUPERVISION.....	18
ARTICLE 18 - CHANGES IN THE WORK	19
ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION.....	21
ARTICLE 20 - CONCEALED CONDITIONS.....	22
ARTICLE 21 - DELAYS AND EXTENSION OF TIME.....	23
ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT	26
ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT	27
ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER	27
ARTICLE 25- OWNER'S RIGHT TO STOP WORK	27
ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONSTRUCTION MANAGER.....	28
ARTICLE 27 - SUSPENSION OF WORK.....	29
ARTICLE 28 - TIME OF COMPLETION.....	30
ARTICLE 29 - LIQUIDATED DAMAGES	31
ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER.....	32
ARTICLE 31 - AUDITS	35
ARTICLE 32 - PROGRESS & SCHEDULING	36

ARTICLE 33 - USE OF COMPLETED PORTIONS	37
ARTICLE 34 - INDEMNIFICATION	37
ARTICLE 35 - INSURANCE	38
ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS	39
ARTICLE 37 - DAMAGED FACILITIES	39
ARTICLE 38 - CLAIMS & DISPUTE RESOLUTION.....	40
ARTICLE 39 - CLAIMS FOR DAMAGE.....	41
ARTICLE 40 - LIENS.....	41
ARTICLE 41 - ASSIGNMENT	41
ARTICLE 42 - SEPARATE CONTRACTS	42
ARTICLE 43 - CONSTRUCTION MANAGER/SUB-CONTRACTOR RELATIONSHIP.....	42
ARTICLE 44 - CASH ALLOWANCE	43
ARTICLE 45 - PROJECT SITE LIMITS	43
ARTICLE 46 - CLEAN UP.....	43
ARTICLE 47 - POINTS OF REFERENCE	44
ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT	44
ARTICLE 49 - TEST AND INSPECTION.....	45
ARTICLE 50 - WARRANTY	45
ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/17) .	47
ARTICLE 52 - APPRENTICES.....	47
ARTICLE 53 - GOVERNING LAW	47
ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT	47
ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS	47

**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 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 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 benchmarks 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. 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 Manager 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

TABLE OF CONTENTS

Contents

ARTICLE 01 GENERAL INFORMATION.....	3
ARTICLE 02 PERMITS AND FEES	3
ARTICLE 03 (NOT USED)	3
ARTICLE 04 CONSULTANT.....	3
ARTICLE 05 GEOTECHNICAL REPORT NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.....	3
ARTICLE 06 TIME FOR COMPLETION	3
ARTICLE 07 LIQUIDATED DAMAGES	3
ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS	4
ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS	18
ARTICLE 10 PROGRESS MEETINGS	18
ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE	19
ARTICLE 12 WALK-THROUGH	22
ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE.....	23
ARTICLE 14 FIELD OFFICE	23
ARTICLE 15 TELEPHONE SERVICE.....	23
ARTICLE 16 CONSTRUCTION FENCE	23
ARTICLE 17 PROJECT SIGN.....	24
ARTICLE 18 PARKING	25
ARTICLE 19 SANITARY FACILITIES	25
ARTICLE 20 RULES OF MEASUREMENT	25
ARTICLE 21 ALLOWANCES	26
ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS.....	26
ARTICLE 23 SEQUENCE OF CONSTRUCTION	27
ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS.....	28
ARTICLE 25 UTILITIES.....	28
ARTICLE 26 CLEANING AND TRASH REMOVAL	29
ARTICLE 27 BLASTING.....	30
ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK	31
ARTICLE 29 UNRELATED PROJECTS	31
ARTICLE 30 OWNER SUPPLIED MATERIALS.....	31
ARTICLE 31 REMOVED ITEMS.....	31
ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION	32
ARTICLE 33 UK ITS COMMUNICATIONS AND NETWORK SYSTEMS	33
ARTICLE 34 EMERGENCY VEHICLE ACCESS.....	33
ARTICLE 35 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES	33
ARTICLE 36 SURVEYS, RECORDS, and REPORTS.....	34
ARTICLE 37 SMOKING IS PROHIBITED	34

010000S01- Special Conditions – Construction Manager at Risk

ARTICLE 38 ALTERNATES	35
ARTICLE 39 FIELD CONSTRUCTED MOCK UPS	35
ARTICLE 40 PROJECT COORDINATION VIA COMPUTER.....	36
ARTICLE 41 HOT WORK PERMITS	37
ARTICLE 42 INSURANCE.....	37
ARTICLE 43 KEY ACCESS.....	38
ARTICLE 44 CEILING CLEARANCE.....	38
ARTICLE 45 METAL ANCHORS.....	39
ARTICLE 46 LOADING DOCK	39
ARTICLE 47 CONSTRUCTION PATH.....	39
ARTICLE 48 HOSPITAL PROJECT PROCEDURE.....	39
ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL	39
ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY	39
ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION	39
ARTICLE 52 APPEARANCE.....	39
ARTICLE 53 HIPAA (The Health Insurance Portability and Accountably Act)	39
ARTICLE 54 SAFETY & FIRE PROCEDURES	39
ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)	39
ARTICLE 56 TREE PROTECTION STANDARDS	39
ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE	39
ARTICLE 58 COVID-19 POLICY.....	46

010000S01- Special Conditions – Construction Manager at Risk

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 (NOT USED)

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 Gensler or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

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

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be 510 consecutive calendar days for construction from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of One thousand and thirty six dollars (\$1,036.00) 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

010000S01- Special Conditions – Construction Manager at Risk

that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of Two hundred and eighty eight Dollars (\$288.00) for each consecutive calendar day until Final Completion is reached.

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 submittals (product data, shop drawings, etc.) are to be submitted electronically by the contractor. Submittals shall be uploaded to UK E-Communication®. They shall be original PDFs (not scans). They shall be color and searchable. Documents shall be marked up, clearly indicating exactly what products, materials, optional accessories, etc. are intended to be provided.

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

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

8.1.5 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.

8.1.6 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.

8.1.7 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

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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 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. 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.

010000S01- Special Conditions – Construction Manager at Risk

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 of responsibility for errors or omissions in the Shop Drawings.

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 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

010000S01- Special Conditions – Construction Manager at Risk

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	

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>

010000S01- Special Conditions – Construction Manager at Risk

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.

8.7.3 SUBMISSIONS – OWNER TRAINING VIDEOS

8.7.3.1 Owner training shall be provided for all new and modified electrical and mechanical systems. Video recordings shall be made for each training session. All training videos must be provided to UK Project Coordinator prior to Final Completion.

8.9 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.9.1 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.

8.9.2 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.

8.9.3 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.

8.10 SUBMISSIONS - SAP EQUIPMENT LIST

8.10.1 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

010000S01- Special Conditions – Construction Manager at Risk

for individual locations as noted in Attachment A – Unifomat Component List. Information is to be provided as follows (MCPD or CPD will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

8.10.2 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

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

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

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

8.11 SUBMISSIONS – MAINTENANCE MATERIALS

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

010000S01- Special Conditions – Construction Manager at Risk

ARTICLE 8.9 Attachment A – Uniformat 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

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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	

010000S01- Special Conditions – Construction Manager at Risk

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

010000S01- Special Conditions – Construction Manager at Risk

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 MCPD or CPPD.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

9.2 The University will provide two sets of the ‘Official Contract Documents’ book to the successful Construction Manager. One set is to be for his office and the other set is for the jobsite.

9.3 All drawings, specifications, and copies, thereof, prepared by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

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

010000S01- Special Conditions – Construction Manager at Risk

secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 Construction Manager shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Owner's Project Manager
- (2) The Consultant.
- (3) Construction Manager.
- (4) Subcontractors.
- (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.

010000S01- Special Conditions – Construction Manager at Risk

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

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

010000S01- Special Conditions – Construction Manager at Risk

Work, and shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

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

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

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

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

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.

010000S01- Special Conditions – Construction Manager at Risk

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

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

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

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

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

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

010000S01- Special Conditions – Construction Manager at Risk

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

ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE (NOT USED)

ARTICLE 14 FIELD OFFICE

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

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

ARTICLE 15 TELEPHONE SERVICE

15.1 Construction Manager shall arrange through UK ITS 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 UK ITS 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,

010000S01- Special Conditions – Construction Manager at Risk

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 of 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 blue 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

010000S01- Special Conditions – Construction Manager at Risk

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.)**

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 so 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.

010000S01- Special Conditions – Construction Manager at Risk

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 of 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 Fire Protection (JCFP) for procurement of fire alarm systems. JCFP will provide an allowance for this project which includes design/CAD, state submittal fees, equipment, shipping, commissioning/acceptance testing, and installation of alarm wiring and device trim out. JCFP will be a sub-contractor under the General Contractor.

21.4.1 The Construction Manager shall include an allowance of \$ To Be Determined for the work by Johnson Controls Fire Protection in the appropriate trade contractor’s scope of work.

21.4.2 The electrical contractor is to provide and install conduits back boxes, and 120V circuits per the approved JCFP drawings. All conduits will include a pull string. JCFP will furnish and install all fire alarm 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:

010000S01- Special Conditions – Construction Manager at Risk

22.1.1 Reasonable errors & omissions in the Construction Manager's bidding and scoping processes.

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

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

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

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 NOT USED

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

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

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

010000S01- Special Conditions – Construction Manager at Risk

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 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The Construction Manager shall provide for all temporary taps, hoses, lines, boxes, lighting, and installation of the same for construction operations. Electricity shall not be used for heating purposes or for welding. In the event that the Construction Manager is wasteful with these utilities, the Owner shall charge the Construction Manager accordingly.

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 are 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. Unit costs for campus are as follows:

25.1.1 Steam is \$17.50/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

25.1.2 Chilled Water is \$17.00/million BTU (1000 lb.) measured through the building BTU meter.

25.1.3 Electricity is \$0.09/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.

010000S01- Special Conditions – Construction Manager at Risk

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.

25.2 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 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.

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.

010000S01- Special Conditions – Construction Manager at Risk

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 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.

010000S01- Special Conditions – Construction Manager at Risk

ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. The following is the list of material that has been pre-ordered:

1. **To Be Determined**
2. **To Be Determined**

30.2 All Pre-Ordered Material was specified to be shipped to the **(To Be Determined)**. It will be the Construction Manager's responsibility to receive and offload the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the Construction Manager is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

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.

010000S01- Special Conditions – Construction Manager at Risk

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. **IDENTIFY LOCATION IF POSSIBLE, PRIOR TO PUTTING OUT FOR BID.**

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.

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.

010000S01- Special Conditions – Construction Manager at Risk

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 UK ITS COMMUNICATIONS AND NETWORK SYSTEMS

33.1

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 UK ITS-Communications and Network Systems’ Standards, and closely coordinated with UK ITS-Communications and Network Systems.

ARTICLE 34 EMERGENCY VEHICLE ACCESS

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

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

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

010000S01- Special Conditions – Construction Manager at Risk

Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Construction Manager, all protected smoke detectors will be uncovered and tested.

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

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

36.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Construction Manager will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The Construction Manager shall calculate and measure from the 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.

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.

010000S01- Special Conditions – Construction Manager at Risk

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.

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.

010000S01- Special Conditions – Construction Manager at Risk

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.

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.

010000S01- Special Conditions – Construction Manager at Risk

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.

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

010000S01- Special Conditions – Construction Manager at Risk

will be required. If cranes and rigging are involved, a rigger's liability policy with liability limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.

42.2.1.1 The limits of liability shall not be less than \$2,000,000 each occurrence combined single limits for bodily injury and property damage

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

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

42.2.4 Workers' Compensation- Statutory Requirements (Kentucky)

ARTICLE 43 KEY ACCESS

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

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

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 run into the walls and columns. Make known to

010000S01- Special Conditions – Construction Manager at Risk

other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.

ARTICLE 45 METAL ANCHORS

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

ARTICLE 46 LOADING DOCK – NOT USED

ARTICLE 47 CONSTRUCTION PATH – NOT USED

ARTICLE 48 HOSPITAL PROJECT PROCEDURE – NOT USED

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

ARTICLE 50 – IDENTIFICATION BADGES AND MEDICAL CENTER SECURITY - NOT USED

ARTICLE 51 – HOSPITAL CONSTRUCTION CERTIFICATION - NOT USED

ARTICLE 50 – APPEARANCE - NOT USED

ARTICLE 54 SAFETY & FIRE PROCEDURES – NOT USED

ARTICLE 55 – INTERIM LIFE SAFETY MEASURES (ISLM) - NOT USED

ARTICLE 56 TREE PROTECTION STANDARDS

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE

57.1 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 located in highly congested areas. Owner may waive this requirement if sufficient information is provided to confirm competency.

ARTICLE 58 COVID-19 POLICY – NOT USED

Attachment D - Schedule

3050.0 Asset Preservation Project Schedule

November 26, 2026	Program Approval
December 1, 2025	Begin Phase 1 Design
February 16, 2026	Phase 1 Documents submitted to CPMD
March 2, 2026	Phase 1 Review Comments Due
May 11, 2026	Phase 2 documents submitted to CPMD
May 25, 2026	Phase 2 Review Comments Due
August 31, 2026	Phase 3 documents submitted to CPMD
September 14, 2026	Phase 3 Review Comments Due
September 21, 2026	Final Documents presented to CPMD
October 23, 2026	Advertise
October 30, 2026	Pre-Bid Conference
December 1, 2026	Bid Date
May 2, 2028	Substantial Completion



**University of Kentucky
Procurement Services**

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
www.uky.edu

April 9, 2026

Senator Shelley Funke Frommeyer, Co-Chair,
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Re: Request for Proposal UK-3151.0-1-26 Improve Academic/Administrative Space 1 & Expand Carol Martin Gatton Business and Economics Building

Dear Senator Frommeyer, Representative McPherson and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45A.180(2), the University of Kentucky reports its intent to use the CM at Risk project delivery method for the *Improve Academic/Administrative Space 1 & Expand Carol Martin Gatton Business and Economics Building* capital project. A copy of the Request for Proposals (RFP) is included with this letter.

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

Sincerely,

Barry Swanson

Barry Swanson (Apr 9, 2026 13:17:52 EDT)

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-3151.0-1-26
Proposal Due Date – 04/28/2026

Project# 3151.0

CM Services
for
Improve Academic/Administrative Space 1
Expand Carol Martin Gatton
Business and Economics Building
Design Phase



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-3151.0-1-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	04/07/2026	UNIVERSITY OF KENTUCKY
Title:	CM Services for Improve Academic/Administrative Space 1 & Expand Carol Martin Gatton Business and Economics Building Design Phase	PROCUREMENT SERVICES
Purchasing Officer:	Ken Scott	411 S LIMESTONE
Phone:	859.257.9102	ROOM 322 PETERSON SERVICE BLDG.
Email:	Kenneth.Scott@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/28/2026 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:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 University Information	8
2.4 Economic Engagement and Procurement	10
3.0 PROPOSAL REQUIREMENTS.....	11
3.1 Key Event Dates.....	11
3.2 Offeror Communication	11
3.3 Pre-Proposal Conference	12
3.4 Offeror Presentations	12
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	13
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer	14
3.9 Acceptance or Rejection and Award of Proposal	14
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	15
3.13 Restrictions on Communications with University Staff	15
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	16
3.19 No Contingent Fees.....	16
3.20 Proposal Addenda and Rules for Withdrawal.....	16
3.21 Requirement to Perform Vendor Onboarding and Registration.....	16
4.0 PROPOSAL FORMAT AND CONTENT	17
4.1 Proposal Information and Criteria	17

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	18
4.4 Executive Summary and Proposal Overview	18
4.5 Criteria 1 - Offeror Qualifications	19
4.6 Criteria 2 – Services Defined	20
4.7 Criteria 3 – Financial Proposal.....	20
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule	20
4.9 Criteria 5 – Other Additional Information.....	20
5.0 EVALUATION CRITERIA PROCESS.....	21
6.0 SPECIAL CONDITIONS.....	23
6.1 Contract Term	23
6.2 Effective Date	23
6.3 Competitive Negotiation	23
6.4 Appearance Before Committee	24
6.5 Additions, Deletions or Contract Changes	24
6.6 Contractor Cooperation in Related Efforts	24
6.7 Entire Agreement	24
6.8 Governing Law	24
6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act	25
6.10 Termination for Convenience.....	25
6.11 Termination for Non-Performance	25
6.12 Funding Out	26
6.13 Prime Contractor Responsibility.....	26
6.14 Assignment and Subcontracting	26
6.15 Permits, Licenses, Taxes.....	27
6.16 Attorneys' Fees	27
6.17 Royalties, Patents, Copyrights and Trademarks	27
6.18 Indemnification	27
6.19 Insurance	28
6.20 Method of Award	28
6.21 Reciprocal Preference	29
6.22 Reports and Auditing	29

6.23 Confidentiality.....	29
6.24 Conflict of Interest	30
6.25 Personal Service Contract Policies (NOT USED)	30
6.26 Copyright Ownership and Title to Designs and Copy (NOT USED)	30
6.27 University Brand Standards	30
6.28 Printing Statutes (NOT USED)	31
6.29 Requirement for Contract Administration Fee (NOT USED)	31
6.30 Payment Terms	31
7.0 SCOPE OF SERVICES	32
7.1 Services Defined	32
7.1.1 Detailed Services	32
7.1.2 Bid and Award Phase Services.....	33
7.1.4 Post Construction Phase Services.....	34
7.2 Optional Services	34
8.0 FINANCIAL OFFER SUMMARY	35
8.1 Optional Services and Alternate Pricing.....	36

Attachments:

001 – UK Sample Contract Agreement
002 – Sample Affidavit & Bonds
003 – General Conditions, CM At Risk
004 – Special Conditions, CM At Risk
005 – Project Schedule
006 – Geotech Report

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 fulfil 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 ensure the project is completed within defined budget, program and schedule.

The total scope of this project is currently **\$80,000,000** with a total maximum construction budget of approximately **\$60,000,000**, 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. Initial contract award will be for preconstruction services. University of Kentucky Board of Trustees approval will be required before moving into construction.

The Construction Manager (CM) will be allowed to self-perform work or bid on any of the proposed work categories. The Construction Manager will hold all construction contracts.

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

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

2.2 Background Information

The University of Kentucky's Carol Martin Gatton Business and Economics Building originally opened in 1963 as the University's Commerce Building. The building has undergone two renovations and expansion. The first in 1992 which included the addition of a wing for classrooms and the second in 2015 which included a significant expansion. The College continues to experience growth in enrollment and currently educates more than 5,000 undergraduate, master's and doctoral students in accounting, economics, finance, management, marketing and supply chain management. This expansion project will add approximately 68,000 gsf on four levels (the 4th level is being evaluated to be bid as an Add Alternate and is included in the 68,000 gsf) on the south side of the current Gatton B & E Building. The project will include classrooms, a career center, study spaces, offices, and conference rooms. Minor renovations (approximately 6,500 NSF) will be made to the existing building and associated site work. The demolition of the adjacent Mathews Building will be completed by the University under separate contract. Rerouting of thermal utilities to Memorial Hall is included in the project scope as well.

The design will consist of preparation of Phase 1, 2, and 3 documents in accordance with university standards and procedures.

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 — 160 years strong — is to advance Kentucky in everything we do.

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. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight 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 \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 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 carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

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 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science 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 Research 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 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK 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.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult 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. 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 homes 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. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight urgent care centers.

The University of Kentucky Board of Trustees on Friday, April 26, 2024, approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store and an outpatient center. Additionally, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare's six owned hospitals totaled more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community.

Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

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.

More information about UK can be found on this [this website](#).

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 Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support 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 Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how 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	04/07/2026
Pre-Proposal Conference (Optional)	04/13/2026
Deadline for Written Questions	3 P.M. Lexington, KY Time on 04/17/2026
RFP Proposals Due	3 P.M. Lexington, KY Time on 04/28/2026
Offeror Interviews	05/11/2026
Contract Award*	05/13/2026

3.2 Offeror Communication

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

All addenda and updates will be communicated through 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 04/13/2026 at 10:00 A.M. in the Peterson Service Building, Room# 226 and via ZOOM: <https://uky.zoom.us/j/82461443863?jst=1>, to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors with an opportunity for oral questions.

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

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

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

3.4 Offeror Presentations

All 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 should 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 should 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 should 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) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), one (1) original printed submittal, and five (5) 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.

Do not password-protect the electronic storage device

- **Financial Proposal:** is discussed in Sections 4.7 and 5.

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

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

Proposals should be enclosed in sealed envelopes to the above referenced address and should 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 should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

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

3.8 Modification or Withdrawal of Offer

An offer and/or modification of 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 are not 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 should 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 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 should 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 cckbidquestions@uky.edu no later than the date listed in Section 3.1. The subject line should include this RFP number and title, for the attention of the purchasing officer listed on the title page of this RFP.

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. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

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.

The proposal should be focused, with straightforward, concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (50) fifty pages, not including any preprinted firm information and brochures. Broad scope of services that may be required on this project include but may not be limited to those described in section 7 – Scope of Services.

Proposals should 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 should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should 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 should 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 should 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.

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

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 relating 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 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

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

4.7 Criteria 3 – Financial Proposal

The financial proposal is not due with Phase 1 submission and will be requested from shortlisted firms in Phase 2.

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 examples of schedules your firm has generated in support of projects of the size and complexity of this project.

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.

Lastly, please describe any investments and capabilities that your firm has made regarding AI/ML. You may provide this as a separate packet/brochure with the "Purchasing Copy" referenced earlier.

5.0 EVALUATION CRITERIA PROCESS

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
<u>Project Team Qualifications</u>	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	0

The committee will create a shortlist based on the technical proposals. The university reserves the right to reject an offeror from further consideration regardless of the number of proposals received by the University.

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 may 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:

<u>Rank</u>	<u>Phase 2, Step 1 Score</u>
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.

Phase 3: Financial Proposal Score

The maximum Financial Proposal (Price) 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 scored identically to financial offers.

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 represents the apparent best value to the University.

6.0 SPECIAL CONDITIONS

Refer to the Special Conditions CM at Risk

6.1 Contract Term

The successful Construction Manager will enter a contract for the preconstruction phases of the project. Subject to CM performance, continuing University need, and adequate funding, upon satisfactory completion 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 date(s) described in Attachment 004 – Special Conditions.

6.2 Effective Date

The effective date of the contract should 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 should 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 should 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

This RFP will 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) 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 may 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 minimum insurance coverages detailed in Section 42 of the Special Conditions, insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be supplied by insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract

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

Umbrella Liability Insurance

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate.
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 rigger's liability policy with liability limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.
\$2,000,000 each occurrence
(BI & PD combined)

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

The successful contractor agrees to furnish Certificates of Insurance for the above-described 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 should 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 (NOT USED)**6.26 Copyright Ownership and Title to Designs and Copy (NOT USED)****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 <https://brand.uky.edu/>. 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, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA , and for purposes of this agreement WCAG 2.1 Level AA compliance is

expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA 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 (NOT USED)

6.29 Requirement for Contract Administration Fee (NOT USED)

6.30 Payment Terms

Refer to General Conditions, CM at Risk

7.0 SCOPE OF SERVICES

7.1 Services Defined

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.

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.. 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.

7.1.1 Detailed Services

The University has retained an Engineer of Record, Ross Tarrant Architects (RTA), Inc to provide design and conventional contract administration services for the project. The CM, in consultation with RTA and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both the Architect and the University.

The CM shall

1. Prepare the required detailed construction cost estimates to support the design process. The project will include bid alternates. Additional cost estimating will be required to determine costs of the alternates.
2. Participate in Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, coordination between trades, scheduling, and document development. In addition, the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
3. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents

7.1.2 Bid and Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to 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 percentage of 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) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 5) 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.
- 6) 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 coordination and 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.
- 7) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 8) 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.

9) 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.

10) 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.

11) Utilize eComm for reporting and retrieval of project information.

Note: Construction Phase Services, as noted above, should assume the durations listed in the enclosed schedule (Attachment 005). 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, the CM's Construction Phase Services will be amended accordingly and agreed upon prior to start of the construction phase.

7.1.4 Post Construction Phase Services

The CM shall:

1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents

2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.

3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents

7.2 Optional Services

Any proposal that does not address the scope of services described in 7.1 may be rejected as non-responsive. The University may, at its sole discretion, consider optional services or alternate proposals after review of base proposal(s). A financial offer for optional services and/or alternate proposals must be clearly labeled as such and will be submitted in the same manner and timeframe as the base offer.

8.0 FINANCIAL OFFER SUMMARY

The **financial offer is not required to be included in the first phase submittal**. It will be requested from firms which are selected to participate in Phase 2 of the selection process.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services detailed in Section 7.1 for the project phases indicated in the table below. Indicate the corresponding percentage of construction cost or cost per calendar day in column B. If there is a discrepancy between the amount in column A and the percentage or cost per calendar day in column B, column A will prevail and will be converted to a percentage or cost per calendar day.

The "Financial Score" used in the selection process will be based on the "Total Cost for the Project" (see below) although an initial contract will be awarded for Design Phase Services only. Bidding, construction, and post-construction phase services will later be added by amendment to the initial contract (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2, Step 3).

This financial proposal is based on a construction cost of \$60,000,000, an estimated date of November, 2026 for the completion of design, a bidding phase, and 19 months for the construction phase to substantial completion.

Description	Column A Lump Sum Cost	Column B U/M
Design Phase Services (to include detailed cost estimates, constructability, and interdisciplinary coordination reviews for each design phase).	\$	% of const. cost
Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)	\$	% of const. cost
** Construction Phase Staffing Services (based on the Construction Staffing Standardization Matrix) **Not applicable during this phase**	\$	cost/calendar day
** Construction Phase jobsite general conditions	\$	cost/calendar day
* Bonds	\$	% of const. cost
* Insurance	\$	% of const. cost
* Overhead & Profit	\$	% of const. cost
Post Construction Phase Services	\$	% of const. cost
Total Cost for the Project	\$	%

* As each trade package is added to the Construction Manager's purchase order, the associated costs from the financial proposal will be added according to the percentage indicated in Column B.

** Where the General or Special Conditions allow added cost for construction time extensions, the added cost will be calculated according to the length of the time extension times the cost per calendar day in Column B.

8.1 Optional Services and Alternate Pricing

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



**University of Kentucky
Procurement Services**

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
www.uky.edu

April 13, 2026

Senator Shelley Funke Frommeyer, Co-Chair,
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Re: Request for Proposal: KD-3122.0-1-26, CM at Risk Services for the Improve Medical Facility 3 – King's Daughters Medical Center (Health Park) Capital Project.

Dear Senator Frommeyer, Representative McPherson and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45A.180(2), the University of Kentucky, King's Daughters Medical Center reports its intent to use the CM at Risk project delivery method for the *IMPROVE MEDICAL FACILITY 3 – KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK)* capital project. A copy of the Request for Proposals (RFP) is included with this letter.

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

Sincerely,


Barry Swanson (Apr 13, 2026 15:55:24 EDT)

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

Cc: Sara Marks



Request For Proposal

KD-3122.0-1-26

Project # 3122.00

CM Services for
Improve Medical Facility 3 King's Daughters Medical
Center (Health Park)

Proposal Due Date – 05/11/2026

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	KD-3122.0-1-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	03/30/2026	UK KING'S DAUGHTERS
Title:	Improve Medical Facility 3 King's Daughters Medical Center (Health Park)	PROCUREMENT SERVICES
Purchasing Officer:	Becky Pyles	1000 ASHLAND DRIVE, SUITE 202
Phone:	606-408-9655	RUSSELL, KY 41169
Email:	Becky.Pyles@kdmc.kdhs.us	RETURN ORIGINAL COPY OF PROPOSAL TO:

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/11/2026 3:00pm EDT

NOTICE OF REQUIREMENTS

1. The Medical Center'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 Medical Center'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 UK King's Daughters 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 FEDERAL EMPLOYER ID NO.:	TYPED OR PRINTED NAME:	WEB ADDRESS:
	SIGNATURE:	DATE:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 Medical Center Information.....	7
2.4 Economic Engagement and Procurement	9
3.0 PROPOSAL REQUIREMENTS.....	11
3.1 Key Event Dates (prevailing time in Russell, KY).....	11
3.2 Offeror Communication	11
3.3 Pre-Proposal Conference	12
3.4 Offeror Presentations	12
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	12
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer	13
3.9 Acceptance or Rejection and Award of Proposal	14
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	14
3.13 Restrictions on Communications with Medical Center Staff	15
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	15
3.19 No Contingent Fees.....	15
3.20 Proposal Addenda and Rules for Withdrawal.....	16
3.21 Requirement to Perform Vendor Onboarding and Registration.....	16
4.0 PROPOSAL FORMAT AND CONTENT	17
4.1 Proposal Information and Criteria	17

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	17
4.4 Executive Summary and Proposal Overview	18
4.5 Criteria 1 - Offeror Qualifications	18
4.6 Criteria 2 – Services Defined	19
4.7 Criteria 3 – Financial Proposal.....	20
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule	20
4.9 Criteria 5 – Other Additional Information.....	20
5.0 EVALUATION CRITERIA PROCESS.....	21
6.0 SPECIAL CONDITIONS.....	23
6.1 Contract Term	23
6.2 Effective Date	23
6.3 Competitive Negotiation	23
6.4 Appearance Before Committee	23
6.5 Additions, Deletions or Contract Changes	23
6.6 Contractor Cooperation in Related Efforts	24
6.7 Entire Agreement	24
6.8 Governing Law	24
6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act	24
6.10 Termination for Convenience.....	24
6.11 Termination for Non-Performance	25
6.12 Funding Out	26
6.13 Prime Contractor Responsibility.....	26
6.14 Assignment and Subcontracting	26
6.15 Permits, Licenses, Taxes.....	26
6.16 Attorneys' Fees	27
6.17 Royalties, Patents, Copyrights and Trademarks	27
6.18 Indemnification	27
6.19 Insurance	27
6.20 Method of Award	28
6.21 Reciprocal Preference	28
6.22 Reports and Auditing	28

6.23 Confidentiality.....	28
6.24 Conflict of Interest	29
6.25 Personal Service Contract Policies.....	29
6.26 Copyright Ownership and Title to Designs and Copy.....	29
6.27 Medical Center Brand Standards.....	29
6.28 Printing Statutes	30
6.29 Requirement for Contract Administration Fee.....	30
6.30 Payment Terms	30
7.0 SCOPE OF SERVICES	31
7.1 Services Defined	31
7.1.1 Detailed Services.....	31
7.1.2 Bid and Award Phase Services.....	32
7.2 Optional Services	33
8.0 FINANCIAL OFFER SUMMARY	34
8.1 Optional Services and Alternate Pricing.....	35
Attachment A – General Conditions, CM At Risk	
Attachment B – Sample Affidavit, Agreement, Performance, and Payment Bonds	
Attachment C – Special Conditions, CM At Risk	
Attachment D – Schedule	

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by UK King's Daughters 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 "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 term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means UK King's Daughters, Purchasing Division, 1000 Ashland Drive, Suite 202, Russell, KY 41169.

The term "purchasing official" means UK King's Daughters 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, Medical Center 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 Medical Center 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 "Medical Center" means UK King's Daughters Medical Center.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

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

The total scope of this project is currently **\$3,500,000.00** with a total maximum construction budget of approximately **\$3,215,000.00** to include costs for Construction Management Services as well as for the award of trade contracts. The contract established for construction management services will be of a pure agency relationship through Phase 4 Bidding, and then convert to a "LUMP SUM, AT RISK" contract. Contract award contingent on Board of Trustees approval.

The Construction Manager shall hold all construction contracts, except to the extent that the Medical Center exercises it's right to enter separate contracts for related work pursuant to article 6.6 of this document.

2.2 Background Information

The referenced project will be a build/fit out of Two Standard Medical Practice Offices with shared waiting area, utilizing 10,000sq ft of shelled space.

2.3 Medical Center 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 — 160 years strong — is to advance Kentucky in everything we do.

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. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight 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 \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 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 carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

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 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science 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 Research 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 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK 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.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult 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. 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 homes 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. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed

beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight urgent care centers.

The University of Kentucky Board of Trustees on Friday, April 26, 2024, approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store and an outpatient center. Additionally, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare's six owned hospitals totaled more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community.

Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

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.

More information about UK can be found at this [this website](#).

SUSTAINABILITY

Sustainability is an institution-wide priority for UK King's Daughters. 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 Engagement and Procurement

UK King's Daughters is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The Medical Center desires to increase the amount of goods and services acquired from Kentucky located businesses. The Medical Center encourages its suppliers to support and assist in this effort.

The Medical Center's goals for increasing participation in procurement projects include but are not limited to the following:

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

For additional information regarding how 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 (prevailing time in Russell, KY)

Release of RFP	4/20/2026
Pre-Proposal Conference (Optional)	4/27/2026 @ 1PM
Deadline for Written Questions	5/4/2026 @ 3PM
Final Addendum (On or About)	5/5/2026
RFP Proposals Due	5/11/2026
Offeror Interviews*	5/18/2026 @ 10AM
Contract Award*	6/1/2026

*Projected dates

3.2 Offeror Communication

All communications with the Medical Center regarding this RFP shall only be directed to the procurement officer listed above.

All addenda and updates will be communicated through 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 Medical Center 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 Russell, Kentucky on 4/27/2026 at 1PM at the Health Park for UK King's Daughters Interested offerors will meet in-person at:

UK King's Daughters Medical Center Health Park
Conference Room
1000 Ashland Drive
Russell, KY 41169

Prospective contractors will be given an opportunity to ask questions and clarify the Medical Center's expectations.

A site visit will follow.

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

- At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions by the date listed in Section 3.1.

The Medical Center 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 should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the Medical Center, 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 should not submit their standard terms and conditions as exceptions to the Medical Center's General Terms and Conditions. Each exception to the Medical Center's General Terms and Conditions should 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) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), one (1) original printed submittal, and four (4) printed copies.
- UK King's Daughters 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.

Do not password-protect the electronic storage device

- **Financial Proposal:** is discussed in Sections 4.7 and 5.

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

UK King's Daughters accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Eastern Standard time. However, RFPs must be received 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. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

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

3.8 Modification or Withdrawal of Offer

An offer and/or modification of 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 Medical Center 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 Medical Center reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the Medical Center.

3.10 Rejection

Grounds for the rejection of proposals include (but are not 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 Medical Center on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the Medical Center 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 should 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 Medical Center'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 Medical Center 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 Medical Center 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 Medical Center 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 Medical Center administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any Medical Center purchasing official representing the Medical Center administration, others authorized in writing by the purchasing office and Medical Center representatives during offeror presentations. If violation of this provision occurs, the Medical Center 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 Medical Center will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the Medical Center. 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 should 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 cckbidquestions@uky.edu no later than the date listed in Section 3.1. The subject line should include this RFP number and title, to the attention of the purchasing officer listed on the title page of this RFP.

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 Medical Center 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 Medical Center purchasing office, signed by the offeror. Unless requested by the Medical Center, the Medical Center 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 Medical Center's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the Medical Center of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the Medical Center.

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 Medical Center'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 should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the Medical Center 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 should 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 should 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.

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 Criteria 1 - Offeror Qualifications

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

Our supply chains and business partnerships are an important aspect of this work. In your proposal, (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help UK King's Daughters 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 Medical Center related work versus other project types; a breakdown of your firms volume relative to CM @ Risk, CM Agency, Lump-sum negotiated, Lump- sum hard bid, design-build, etc.; Indicate whether your firm routinely self performs any trade work and if so the relative amount of self-performed work to the total volume. Indicate what resources, if any, your firm has regarding self-performed

trade work. Provide any other information necessary to describe your core business parameters.

- c) Provide an organizational chart of your firm indicating the lines of authority for the senior personnel involved in performance of this contract and relationships of this staff to other programs or functions of the firm. This chart should show lines of authority to the next senior level of management beyond the project team level.
- d) Has your firm had a contract terminated for default in the last five years? If so, describe such incident.
- e) Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.

4.6 Criteria 2 – Services Defined

- a) The CM should provide documentation of their understanding of the services requested in the RFP and contract documents.
- b) Your proposal must provide for the completion of all work necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology to accomplish the work described. The plan must be in sufficient detail to convey to the evaluation team the CM's knowledge of projects of similar scale and complexity and the CM's knowledge of the requirements, demands, and constraints of this project.
- c) Explain how your firm/team approaches budgeting and budget maintenance to assure successful completion within budget.
- d) Provide an organization chart, resumes of key team members, and brief description of roles and responsibilities. Include a detailed staffing chart for each phase of construction indicating the on-site staffing that you feel is necessary to provide the construction services requested.
- e) Describe your firm's strategy to promote local trade, contractor, and vendor participation this project.
- f) Acknowledge that your strategy does not require CCIP or SDI coverage.
- g) Confirm that your subcontracts and/or trade packages will not contain provisions that obscure competitive pricing, distort CM fees, unduly transfer risk, or otherwise impair the Owner's ability to hold the CM responsible for project delivery

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the Medical Center 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 examples of schedules your firm has generated in support of projects of the size and complexity of this project.

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.

5.0 EVALUATION CRITERIA PROCESS

5.0 EVALUATION CRITERIA PROCESS

Phase 1: Technical Proposals

A committee of Medical Center 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 Medical Center 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
<u>Project Team Qualifications</u>	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	0

The committee will create a shortlist based on the technical proposals. The Medical Center reserves the right to reject an offeror from further consideration regardless of the number of proposals received by the Medical Center.

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 may 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:

<u>Rank</u>	<u>Phase 2, Step 1 Score</u>
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.

Phase 3: Financial Proposal Score

The maximum Financial Proposal (Price) 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 scored identically to financial offers.

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 represents the apparent best value to the Medical Center.

6.0 SPECIAL CONDITIONS

Refer to attachment C – Special Conditions CM at Risk

6.1 Contract Term

The successful Construction Manager will enter a contract for the scope of work described herein.

6.2 Effective Date

The effective date of the contract should 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 Medical Center will review all proposals properly submitted. However, the Medical Center 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 Medical Center.

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 Medical Center also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the Medical Center. Such a waiver should 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 Medical Center 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 should not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The Medical Center 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 Medical Center 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 Medical Center employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The Medical Center shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

This RFP will be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the Medical Center, 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 Medical Center's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Medical Center 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 Medical Center 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 Medical Center's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

UK King's Daughters, Procurement Services, reserves the right to terminate the resulting contract without cause with 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 Medical Center may terminate the resulting contract for non-performance, as determined by the Medical Center, 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 Medical Center 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 Medical Center 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 may be an event of default and grounds for termination of the Contract.

Notification

The Medical Center will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the Medical Center's satisfaction within ten (10) calendar days, the Medical Center 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 Medical Center 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 Medical Center 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 Medical Center.

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 Medical Center. 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 Medical Center 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 Medical Center 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 Medical Center's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the Medical Center.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the Medical Center, 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 Medical Center'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 Medical Center.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the minimum insurance coverages detailed in Section 42 of the Special Conditions, insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the Medical Center.

The successful contractor agrees to furnish Certificates of Insurance for the referenced coverages and limits to UK King's Daughters, Procurement Services. The Medical Center, 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 Medical Center. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the Medical Center, its trustees, and employees.

6.20 Method of Award

It is the intent of the Medical Center 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 Medical Center, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the Medical Center to award a contract from this solicitation. The Medical Center 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 Medical Center 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 Medical Center recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the Medical Center 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 should 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 Medical Center'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 UK King's Daughters'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 Medical Center 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 Medical Center 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 Medical Center Brand Standards

The contractor must adhere to all UK King's Daughters Brand Standards. Medical Center Brand Standards are maintained by the Medical Center Marketing Office. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the Marketing Director or designee can approve exceptions to the Medical Center 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, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is

expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to

Medical Center at no cost. If deficiencies are identified, Medical Center 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 Medical Center's Web Policy and all products or services will comply with its published standards. Contractor will provide Medical Center 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 Medical Center that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

N/A

6.29 Requirement for Contract Administration Fee

N/A

6.30 Payment Terms

See Attachment A – General Conditions, CM at Risk

7.0 SCOPE OF SERVICES

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

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

The CM, in consultation with the Designer of Record and the Medical Center, 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 the Medical Center, 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 Services Defined

Each Offeror shall provide information, documentation and other necessary materials that best demonstrates and informs the Medical Center of the firm's abilities, professional competence, experience and expertise that will enable the firm to provide the construction management services desired. 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 on straightforward concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (50) fifty pages, including any preprinted firm information and brochures. Broad scope of services that may be required on this project include but may not necessarily be limited to those described below.

7.1.1 Detailed Services

The Medical Center will retain an Architect of Record to provide design and conventional architectural contract administration services for the project. The CM, in consultation the Architect and the Medical Center, will take the lead and develop the remainder of the project schedule, subject to approval by both the Architect and the Medical Center.

The CM shall:

1. Prepare required detailed construction cost estimates at each phase of design (I, II, III) to support the design process. The project will include bid alternates. Additional cost estimating will be required to determine costs of the alternates.
2. Participate in Phase I, II, & III Schematic Design, Design Development, and Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, scheduling and document development. In addition, the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
3. Provide Special Conditions for approval by the Architect and the Medical Center 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 qualified contractors for the lowest possible costs.
- 2) Bids will be solicited by the Medical Center 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 Medical Center.
- 3) As each trade contract and/or purchase order is executed by the CM, the contract between the CM and the Medical Center shall be adjusted by an equal amount so that the total contract sum of the contract between the CM and the Medical Center equals the sum of the executed trade contracts and purchase orders, plus the percentage of base fee for CM Services previously established during Phase II of the CM selection process

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) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 5) 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 Medical Center shall be amended by change order so that the total sum of the contract between the CM and the Medical Center equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders.
- 6) 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 coordination and 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.
- 7) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 8) 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.
- 9) 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.

10) 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.

11) Utilize eComm for reporting and retrieval of project information.

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

7.1.4 Post Construction Phase Services

The CM shall:

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

7.2 Optional Services

Any proposal that does not address the scope of services described in 7.1 may be rejected as non-responsive. The Medical Center may, at its sole discretion, consider optional services or alternate proposals after review of base proposal(s). A financial offer for optional services and/or alternate proposals must be clearly labeled as such and will be submitted in the same manner and timeframe as the base offer.

8.0 FINANCIAL OFFER SUMMARY

The **financial offer is not required to be included in the first phase submittal**. It will be requested from firms which are selected to participate in Phase 2 of the selection process.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services detailed in Section 7.1 for the project phases indicated in the table below. Indicate the corresponding percentage of construction cost or cost per calendar day in column B. If there is a discrepancy between the amount in column A and the percentage or cost per calendar day in column B, column A will prevail and will be converted to a percentage or cost per calendar day.

The “Financial Score” used in the selection process will be based on the “Total Cost for the Project” (see below) although an initial contract will be awarded for Design Phase Services only. Bidding, construction, and post-construction phase services will later be added by amendment to the initial contract (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2, Step 3).

This financial proposal is based on a construction cost of \$3,215,000.00, an estimated date of May 1st 2027 for the completion of design, a bidding phase, and 304 Days for the construction phase to substantial completion.

Description	Column A Lump Sum Cost	Column B U/M
Design Phase Services (to include detailed cost estimates, constructability, and interdisciplinary coordination reviews for each design phase).	\$	% of const. cost
Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)	\$	% of const. cost
** Construction Phase Staffing Services (based on the Construction Staffing Standardization Matrix)	\$	cost/calendar day
** Construction Phase jobsite general conditions	\$	cost/calendar day
* Bonds	\$	% of const. cost
* Insurance	\$	% of const. cost
* Overhead & Profit	\$	% of const. cost
Post Construction Phase Services	\$	% of const. cost
Total Cost for the Project	\$	%

* As each trade package is added to the Construction Manager's purchase order, the associated costs from the financial proposal will be added according to the percentage indicated in Column B.

** Where the General or Special Conditions allow added cost for construction time extensions, the added cost will be calculated according to the length of the time extension times the cost per calendar day in Column B.

8.1 Optional Services and 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.

Estimated Preliminary Schedule

6/02/26	Advertise
6/08/26	Pre-Bid Conference
6/22/26	Bid Due
6/30/26	Contract Awarded
7/1/26	Construction Begins
5/1/27	Substantial Completion
6/1/27	Final Completion

**007200B01 –
GENERAL CONDITIONS
OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK
UNIVERSITY OF KENTUCKY KING’S DAUGHTERS MEDICAL CENTER**

Table of Contents

ARTICLE 1 - DEFINITIONS	2
ARTICLE 2 - CONSULTANT	5
ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS	6
ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE	7
ARTICLE 5 - SHOP DRAWINGS	7
ARTICLE 6 - LAYING OUT WORK	8
ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS	9
ARTICLE 8 - TEMPORARY UTILITIES.....	10
ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES	10
ARTICLE 10 - ROYALTIES AND PATENTS.....	11
ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES	11
ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC	13
ARTICLE 13 - BLASTING	14
ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES.....	14
ARTICLE 15 - HAZARDOUS MATERIALS	15
ARTICLE 16 - INSPECTION OF WORK	17
ARTICLE 17 - SUPERINTENDENT - SUPERVISION.....	17
ARTICLE 18 - CHANGES IN THE WORK	18
ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION	20
ARTICLE 20 - CONCEALED CONDITIONS	21
ARTICLE 21 - DELAYS AND EXTENSION OF TIME.....	22
ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT	25
ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT	26
ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER	26
ARTICLE 25- OWNER'S RIGHT TO STOP WORK.....	27
ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CMAR.....	27
ARTICLE 27 - SUSPENSION OF WORK	29
ARTICLE 28 - TIME OF COMPLETION	29
ARTICLE 29 - LIQUIDATED DAMAGES.....	30
ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER.....	31
ARTICLE 31 - AUDITS.....	34

ARTICLE 32 - PROGRESS & SCHEDULING	35
ARTICLE 33 - USE OF COMPLETED PORTIONS	36
ARTICLE 34 - INDEMNIFICATION	36
ARTICLE 35 - INSURANCE	37
ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS	38
ARTICLE 37 - DAMAGED FACILITIES	38
ARTICLE 38 - CLAIMS & DISPUTE RESOLUTION	39
ARTICLE 39 - CLAIMS FOR DAMAGE	40
ARTICLE 40 - LIENS	40
ARTICLE 41 - ASSIGNMENT	40
ARTICLE 42 - SEPARATE CONTRACTS	41
ARTICLE 43 - CONSTRUCTION MANAGER/SUBCONTRACTOR RELATIONSHIP	41
ARTICLE 44 - CASH ALLOWANCE	45
ARTICLE 45 - PROJECT SITE LIMITS	45
ARTICLE 46 - CLEAN UP	45
ARTICLE 47 - POINTS OF REFERENCE	45
ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT	46
ARTICLE 49 - TEST AND INSPECTION.....	47
ARTICLE 50 - WARRANTY.....	47
ARTICLE 53 - GOVERNING LAW.....	49
ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT	49
ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS	49
ARTICLE 56. – GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL	50

These General Conditions are binding upon the Construction Manager 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 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 Subcontractor, 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 Subcontractors 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 Subcontractors. However, assignment of such responsibilities or actions to one or more Subcontractors 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 University of Kentucky, King's Daughters Medical Center, 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 UK King's Daughters Project 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 Subcontractor, 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 SUBCONTRACTOR - The term "Subcontractor" 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 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 Subcontractors 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 UK King's Daughters Project Management, Consultant, Construction Manager, and all major Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractor 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 Subcontractors for bidding and for construction shall be borne by the Construction Manager or by the Subcontractors. 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 Subcontractor 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 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 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 Subcontractors 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 Subcontractor 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 Subcontractors. 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, Subcontractor 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 UKKD 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 UK King's Daughters 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 UKKD 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 UKKD 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 Subcontractors 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 Subcontractors 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 Subcontractor 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 Subcontractors 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 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 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 Subcontractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The Construction Manager 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 Construction Manager's employees may be exposed; (2) Statement of the measures that Construction Manager's employees and Subcontractors 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 Subcontractors 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 Subcontractor 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 Subcontractors shall provide the Owner with a list of any hazardous materials that will be used on the job site. The Construction Manager and Subcontractors 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 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 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 Subcontractor 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 Subcontractors 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 Subcontractor 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 Contractors. 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 Subcontractor(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 Subcontractor(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, tariffs that are imposed after the execution of this agreement, 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 Except for the reasons identified in Article 21.2.2, 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	Ap r.	May	Jun	Jul.	Aug	Se p.	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 Subcontractor(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 Subcontractors 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 Subcontractors 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 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 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 For modular and prefabricated materials and structures the owner will pay 90% of the invoiced value less retainage for materials or systems stored offsite providing the above conditions are met. The Owner will pay 80% of the invoiced value less retainage for all other 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 Subcontractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents.

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 Subcontractors; 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 Subcontractor, 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 Subcontractor and material supplier upon receipt of payment from the Owner the amount to which said Subcontractor and supplier is entitled, reflecting the percentage actually retained from payments to the Construction Manager on account of such Subcontractor's work. The Construction Manager shall, by an appropriate Agreement with each Subcontractor and material supplier, require each Subcontractor and supplier to make payments to their Subcontractors, vendors and suppliers in similar manner.

The Consultant may, on request, furnish to any Subcontractor 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 Subcontractor or material supplier except as may otherwise be required by law.

ARTICLE 31 - AUDITS

31.1 The Construction Manager's Trade Contractors', Subcontractors' 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, Subcontractors, 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 Subcontractor 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 Subcontractor 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 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 Construction Manager or any Subcontractor 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 Subcontractor 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 Subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees are covered by insurance provided by the Construction Manager.

35.4. The Construction Manager shall either require each Subcontractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Subcontractors 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 Subcontractors 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 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.

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, 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 caused by Work performed under the Contract or incidental thereto, whether by the Construction Manager's own forces, Subcontractors, 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 Subcontractor 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 Subcontractor 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 UK King's Daughters Project Management ("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 Subcontractors. 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/SUBCONTRACTOR RELATIONSHIP

43.1 The Construction Manager is fully responsible to the Owner for the acts and omissions of the Subcontractors 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 Subcontractors, will be paid by the Owner.

43.2 Except as otherwise provided in these Contract Documents, the Construction Manager agrees to bind every Subcontractor 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 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor, or Supplier, nor shall the Construction Manager include any language in their contracts with any Subcontractor, 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 Subcontractors, and/or Suppliers. Neither the Owner nor the Consultant will settle disputes between the Construction Manager and any Subcontractor, and/or Supplier or between Subcontractors, and/or Suppliers.

43.3.1 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.

43.3.2 Third party and/or flow-through type claims, from Subcontractors 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.

43.3.3 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 Subcontractors or suppliers, or between their Subcontractors or suppliers.

43.4 With the Consultant(s) assistance, the Construction Manager shall prepare and assemble document packets for use in selecting the trade Subcontractors. The Competitive Sealed Bidding and Competitive Negotiation methods may be used. Competitive Negotiation may be used when the Competitive Sealed Bidding method is not practicable as a selection method for a Subcontract. The Owner Purchasing Officer shall determine whether Competitive Sealed Bidding or Competitive Negotiation will be used for each Subcontract.

A) The following identifies the procedures that shall be followed on this project for the Competitive Sealed Bidding and Competitive Negotiation methods of awarding subcontracts:

- 1) Competitive Sealed Bidding of Subcontracts Prior to CM GMP:
 - a) The Construction Manager develops the bid documents for trade packages and sends them to Owner for review (said reviews shall in no way be confirmation of any compliance with applicable legal requirements);
 - b) The Construction Manager in coordination with the Owner publicly posts the Advertisement for Bids at the Owner's website <https://purchasing.uky.edu/bid-and-proposal-opportunities> and the Owner's official plan room, Lynn Imaging <https://www.lynnimaging.com/>
 - c) The Bid documents will indicate that the bids will be submitted to and received by the Construction Manager;
 - d) The Construction Manager, in coordination with the Owner and the Consultant, will record and answer bidder questions received by the question deadline, which will be indicated in the Bid documents.

- e) The Construction Manager will schedule the pre-bid meeting, any site visit(s) and the public bid opening. All dates and locations will be provided in the bid documents;
- f) The Construction Manager, in cooperation with the Owner, conducts the public bid opening. The Owner and/or Owner representatives will attend;
- g) The Construction Manager will distribute a preliminary bid tabulation to the Owner, Owner's Representative if applicable, and the Consultant as soon as practicable. The preliminary bid tabulation may only contain price and name information from responsive bidders; no indication of technical or material deficiencies is required;
- h) The Construction Manager will promptly provide perfect copies of all bid documents received by the bid deadline to the Owner;
- i) The Construction Manager will schedule and conduct scope review meetings with the apparent successful bidders. The Owner and/or Owner representatives will attend;
- j) The Construction Manager will gather all information required to determine to its satisfaction that the Subcontractor meets all of the Owner's minimum requirements and has the capacity and skill to perform in all respects the work as bid. The Construction Manager will transmit to the Owner a notice of its intent to award trade Subcontract(s) along with any supporting documentation requested;
- k) The Construction Manager will prepare and furnish to the Owner a final bid tabulation which includes, by Subcontractor, the applicable final Construction Manager estimate comparison and the related final bid amount and the details of all scope clarifications for Owner's review
- l) The Construction Manager's Contract will be modified via change order to reflect the price of the Subcontracts.

2) Competitive Negotiation of Subcontracts Prior to CM GMP:

- a) When the Owner Procurement Officer determines that Competitive Negotiation may be used to award a Subcontract, the Construction Manager will develop a Request for Proposals (RFP) solicitation for the Owner's review (said reviews shall in no way be confirmation of any compliance with applicable legal requirements);
- b) The Construction Manager in coordination with the Owner publicly posts the Request for Proposals at the Owner's website <https://purchasing.uky.edu/bid-and-proposal-opportunities> and the Owner's official plan room, Lynn Imaging <https://www.lynnimaging.com/>
- c) The RFP will indicate that the proposals will be submitted to and received by the Construction Manager;
- d) The Construction Manager, in coordination with the Owner and the Consultant, will record and answer vendor questions received by the

question deadline, which will be indicated in the RFP;

- e) The Construction Manager will schedule the pre-proposal meeting, and any site visit(s). All dates and locations will be provided in the bid documents;
- f) RFPs do not have a public bid opening; The Owner and/or Owner's Representative will be present when the Construction Manager unseals proposals;
- g) The Construction Manager, in cooperation with the Owner, will receive the proposals and promptly distribute a summary review of the proposals supported by exact and complete copies of all vendor proposal documents received by the deadline;
- h) The Construction Manager, in cooperation with the Owner, may recommend a shortlist the responsive offerors, request clarifications from vendors reasonably susceptible of selection, schedule presentations/interviews, and request Best and Final Offers. The Owner and/or Owner's Representative will be included in all communications;
- i) The Construction Manager, based on its review and in accordance with the evaluation criteria provided in the RFP, will determine which offer(s) represent a complete scope for the best value to the Owner and will provide notice to the Owner and the apparently successful offeror(s) of its intent to award Subcontract(s)
- j) The Construction Manager's Contract is modified via change order to reflect any change of price for the Project Subcontracts

43.5 Regardless of GMP status, the Construction Manager shall make no substitution or change in any Subcontractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The Construction Manager shall not employ any Subcontractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection. The Construction Manager, including any parent, member, affiliate, subsidiary, or related entity of the Construction Manager, will be allowed to self-perform work pursuant to competitive bid on any of the proposed work categories if a subcontractor fails to perform and upon prior approval by the Owner's authorized representatives. The Construction Manager, including any parent, member, affiliate, subsidiary, or related entity of the Construction Manager, may also self-perform work pursuant to competitive bid as follows:

- 1) The Construction Manager shall only be eligible to competitively bid on part or parts of a project that the Construction Manager or its parent, member, affiliate, subsidiary, or related entity performs in its ordinary course of business. Electrical, mechanical, fire suppression, or plumbing work shall not be self-performed.
- 2) The Construction Manager, including any parent, member, affiliate, subsidiary, or related entity, shall publicly declare in its advertisement for bids or addenda thereto which parts of the project it plans to competitively bid. The scope of work for those parts of the project shall be reviewed and approved by the Owner, as the contracting body. The advertisement for bids or addenda thereto shall be issued at least two (2) weeks prior to the bid date.
- 3) The Construction Manager, including any parent, member, affiliate, subsidiary, or related entity, shall submit a sealed bid for the parts of the Project it seeks to self-perform via competitive bid to the Owner, as the contracting body, no later than thirty (30) minutes prior to the date and time

established for other entities to submit sealed bids for the same project parts. Other entities who plan to submit bids on the parts of the Project submitted by the Construction Manager entity shall also submit their bids to the Owner, as the contracting body.

- 4) The staffing, equipment, and materials that a Construction Manager uses for the management part of the Project shall be separate from any staffing, equipment, and materials required for the self-performance part of the Project.
- 5) The Construction Manager shall not be eligible to utilize any of the construction contingency it may be carrying on the Project for any part of the Project it competitively bids to self-perform unless approved in advance in writing to do so by the Owner.
- 6) To execute its self-performance bid, the Construction Manager may use: (a) Materials or supplies from a supplier or subcontractor; or (b) Tools or equipment leased from a subcontractor.
- 7) Construction Manager's mark-up on any work self-performed by Construction Manager, including any parent, member, affiliate, subsidiary, or related entity, shall be capped at two percent (2%).

ARTICLE 44 - CASH ALLOWANCE

44.1 The Construction Manager is to provide or require the Subcontractor(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 Subcontractors. 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 Subcontractor 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 five hundred thousand dollars (\$500,000.00) 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 Subcontractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The Construction Manager or Subcontractor employs only family members or relatives;

55.1.4 The Construction Manager 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.

ARTICLE 56. – GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL

The Construction Manager shall submit a GMP Proposal to Owner at a time agreed upon with Owner in writing but no earlier than the completion of 100 percent design development documents and shall be negotiated as necessary, and then revised and finalized by the Parties. Upon agreement, a GMP Amendment shall be executed by the Parties.

The Construction Manager shall, at a minimum, include in the GMP proposal:

- 1) recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP proposal;
- 2) the elements of the Guaranteed Maximum Price: Cost of the Work (the sum of all trade contracts comprising CSI format divisions), detailed by each Subcontract, trade, or bid division;
- 3) if applicable: a list of allowances and a statement of their basis; a schedule of alternate prices; a schedule of unit prices;
- 4) a separate itemization of all contingency fund amounts;
- 5) Construction Manager Construction Services Fee, including any adjustments mutually agreed to by the Owner and the Construction Manager.
- 6) Bonds and Insurance shall be included in the Construction Manager's financial offer but shall be itemized and quantified individually and separately.
- 7) A draft Schedule of Values (SOV);
- 8) An itemization and description of all assumptions, clarifications, and inclusions to or exclusions from the GMP, schedule, and other components of the proposal and the final Construction Schedule.

The GMP proposal shall include all Construction Manager fees, insurance, and bonds as outlined in the General Conditions that are attributable to a specific Subcontractor.

If the GMP proposal is unacceptable to the Owner, the Owner shall promptly notify the Construction Manager in writing. Within fourteen (14) calendar days of such notification, the Owner, Consultant(s) and Construction Manager shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or to the GMP.

The Owner may, at its sole discretion and based upon its sole judgment, (i) indicate its acceptance of a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project pursuant to the Contract; or (iv) proceed to construct the Project using a party or parties other than the Construction Manager.

If the Owner rejects a GMP proposal in writing, neither party shall have any further obligation for said work.

If the Owner accepts a GMP proposal, the parties shall complete and execute a GMP Amendment which shall include the associated qualifications and assumptions expressly stated within the GMP Amendment. The Construction Manager shall not expend any monies for construction prior to full

written execution of a GMP Amendment. Once the GMP is established by this process, it shall not change without a subsequent Change Order.

Upon execution of each GMP Amendment and subject to the qualifications and assumptions expressly stated within the GMP Amendment, the Construction Manager guarantees that the sum of the Cost of the Work and the Construction Manager Construction Services Fee shall not exceed the GMP established in that GMP Amendment, except as adjusted by Change Order. All costs or expenses that would cause this sum to exceed the GMP shall be borne by the Construction Manager unless agreed to otherwise by the Owner via a Change Order. Upon execution of the GMP Amendment, the Construction Manager certifies that any costs specifically included as unit costs in the GMP proposal are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the Construction Manager shall be reduced and/or back-charged if the Owner determines such amounts were originally included due to materially inaccurate, incomplete, or noncurrent factual unit costs.

ARTICLE 57. – DIRECT PURCHASING

Construction Manager shall work with Owner to define and implement Owner's direct materials purchase program in writing and signed by both parties, in order for Owner to benefit and save on Project costs by using its tax-exempt status. The direct materials purchasing program must be agreed to, in writing, by both parties and incorporated into this Agreement through a Change Order no later than the date when Design Development documents are completed.

Construction Manager agrees that all materials purchased pursuant to Owner's direct materials purchase program shall be subject to the terms identified in the Change Order concerning the direct materials purchasing program, which is to include the responsibilities of the parties for materials management after material delivery to the Project site, inspection of the materials, acceptance of the materials, and warranties.

AGREEMENT BETWEEN
UK KING'S DAUGHTERS
AND
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT made the nth day of MONTH, YEAR by and between CONSTRUCTION MANAGER of CITY, STATE and whose registered agent is REGISTERED AGENT of CITY, STATE ("Construction Manager"), and the UNIVERSITY OF KENTUCKY, KING'S DAUGHTERS MEDICAL CENTER, ("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 KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK) PROJECT and shall furnish and perform everything required by the contract documents.

PROJECT: 3122.0 (the "Project")

The contract documents include this Agreement, the Owner's Request for Proposal Numbered KD-3122.0-1-26 and as modified by Addendum #, dated MM/DD/YYYY, and Phase 2 Addenda #, dated MM/DD/YYYY and MM/DD/YYYY respectively, the Construction Manager's technical and financial proposals dated MM/DD/YYYY and MM/DD/YYYY 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 DOLLARS IN WORDS (\$FIGURES) 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 DOLLARS IN WORDS (\$FIGURES) 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 IN WORDS (\$FIGURES) detailed below:

Design Phase Services	\$
Bid & Award Phase Services	
Construction Phase Staffing Services	
Construction Phase Jobsite General Conditions	
Bonds	
Insurance	
Overhead & Profit	
Post Construction Phase Services	

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 on the date and year first herein before written.

WITNESS:

CONSTRUCTION MANAGER: _____
Company Name

BY: _____

Title: _____

Approved for Legality and Form

Recommended By:

APPROVED: _____

Sara Marks
CEO, UK King's Daughters Medical Center

UNIVERSITY OF KENTUCKY

By: _____

Eric Monday
Executive Vice President for Finance and
Administration

A F F I D A V I T

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the Construction Manager awarded a contract by the University of Kentucky King's Daughters Medical Center on Project #3122.0, Construction Management Services for KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK) PROJECT
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract comply 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

UK KING'S DAUGHTERS MEDICAL CENTER

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, UK King's Daughters Medical Center (the "Owner") and _____
_____(the "Principal") have entered into a contract for the construction of Project
3122.0 KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK) 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 # 3122.0 KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK) 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

UK KING'S DAUGHTERS MEDICAL CENTER

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, UK King's Daughters Medical Center (the "Owner") and _____
_____(the "Principal") have entered into a contract for the construction of Project #
3122.0 KING'S DAUGHTERS MEDICAL CENTER (HEALTH PARK) 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

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

TABLE OF CONTENTS

Contents

ARTICLE 01 GENERAL INFORMATION	3
ARTICLE 02 PERMITS AND FEES	3
ARTICLE 03 (NOT USED)	3
ARTICLE 04 CONSULTANT	3
ARTICLE 05 GEOTECHNICAL REPORT NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.....	3
ARTICLE 06 TIME FOR COMPLETION	3
ARTICLE 07 LIQUIDATED DAMAGES	3
ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS.....	4
ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS.....	11
ARTICLE 10 PROGRESS MEETINGS	11
ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE.....	12
ARTICLE 12 WALK-THROUGH.....	15
ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE	15
ARTICLE 14 FIELD OFFICE	15
ARTICLE 15 TELEPHONE SERVICE.....	15
ARTICLE 16 CONSTRUCTION FENCE	15
ARTICLE 17 PROJECT SIGN	16
ARTICLE 18 PARKING	17
ARTICLE 19 SANITARY FACILITIES	17
ARTICLE 20 RULES OF MEASUREMENT	17
ARTICLE 21 ALLOWANCES	17
ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS	18
ARTICLE 23 SEQUENCE OF CONSTRUCTION	18
ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS	19
ARTICLE 25 UTILITIES.....	19
ARTICLE 26 CLEANING AND TRASH REMOVAL.....	20
ARTICLE 27 BLASTING	21
ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK	21
ARTICLE 29 UNRELATED PROJECTS.....	22
ARTICLE 30 OWNER SUPPLIED MATERIALS.....	22
ARTICLE 31 REMOVED ITEMS.....	22
ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION	22
ARTICLE 33 UK ITS COMMUNICATIONS AND NETWORK SYSTEMS	23
ARTICLE 34 EMERGENCY VEHICLE ACCESS.....	23
ARTICLE 35 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES	24
ARTICLE 36 SURVEYS, RECORDS, and REPORTS.....	24
ARTICLE 37 SMOKING IS PROHIBITED.....	24
ARTICLE 38 ALTERNATES.....	25
ARTICLE 39 FIELD CONSTRUCTED MOCK UPS	25
ARTICLE 40 PROJECT COORDINATION VIA COMPUTER	26
ARTICLE 41 HOT WORK PERMITS	27
ARTICLE 42 INSURANCE.....	27

ARTICLE 43 KEY ACCESS.....	28
ARTICLE 44 CEILING CLEARANCE	28
ARTICLE 45 METAL ANCHORS.....	29
ARTICLE 46 LOADING DOCK	29
ARTICLE 47 CONSTRUCTION PATH.....	29
ARTICLE 48 HOSPITAL PROJECT PROCEDURE.....	29
ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL.....	29
ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY.....	29
ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION	29
ARTICLE 52 APPEARANCE	29
ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act)	29
ARTICLE 54 SAFETY & FIRE PROCEDURES	29
ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM).....	29
ARTICLE 56 TREE PROTECTION STANDARDS.....	29
ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE	29
ARTICLE 58 COVID-19 POLICY.....	42
ARTICLE 59 TEMPORARY USE OF PERMANENT EQUIPMENT FOR CONDITIONING.....	42

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 (City of Russell Building permit to be obtained by the Construction Manager, any state or local jurisdiction permits or fees to be provided as well by the Construction Manager.)

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 To Be Determined or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

5.1 Not Used

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be 304 consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of \$ Nine Hundred Dollars (\$900.00) 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 \$ Five Hundred Dollars (\$500.00) 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 submittals (product data, shop drawings, etc.) are to be submitted electronically by the contractor. Submittals shall be uploaded to UK E-Communication®. They shall be original PDFs (not scans). They shall be color and searchable. Documents shall be marked up, clearly indicating exactly what products, materials, optional accessories, etc. are intended to be provided.

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

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

8.1.5 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.

8.1.6 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.

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

8.2 SUBMISSIONS - REVIEW

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

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 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 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. 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.

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 of responsibility for errors or omissions in the Shop Drawings.

8.5.7 Where Shop Drawings include fire alarm, communication systems schematics, sprinkler systems, etc., a set 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 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 eComm.

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	

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 cover 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.

8.7.3 SUBMISSIONS – OWNER TRAINING VIDEOS

8.7.3.1 Owner training shall be provided for all new and modified electrical and mechanical systems. Video recordings shall be made for each training session. All training videos must be provided to UK Project Coordinator prior to Final Completion.

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.

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 Not Used

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

ARTICLE 8.9 Attachment B – Equipment List Spreadsheet Data Categories

FMHC = Facilities Management - Healthcare
FMC = Facilities Management - Campus

Unifomat	
Component ID	
Component Name	
Description	
Name	
Equipment No.	FMHC or FMC will enter this data
Model No.	
Room Location	
Functional Location	FMHC or FMC will enter this data
Manufacturer	
Supplier	
Installing Contractor	
Serial No.	
Main Work Center	FMHC or FMC will enter this data
Comments (30 char's)	FMHC or FMC will enter this data
Critical	FMHC or FMC will enter this data
JCAH Code	FMHC or FMC will enter this data
Patient Room?	FMHC or FMC will enter this data

Vendor ID	FMHC or FMC will enter this data
Vendor Type	FMHC or FMC will enter this data
Vendor - Other Info	FMHC or FMC will enter this data
Equipment Life	FMHC or FMC 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	
Fan RPM	
Fan Static	
Fan Type	
Fan RPM 2	
Pump Head	
Pump Inlet	
Pump GPM	
Pump Outlet	
Motor Oper Amps	
Condition	FMHC or FMC will enter this data
Disconnect Location	
Motor FLA	
Belts	
Filters	

ARTICLE 8.9 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 FMHC or FMC.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

9.2 The University will provide (TWO) sets of the 'Official Contract Documents' book to the successful Construction Manager. One set is to be for his office and the other set is for the jobsite.

9.3 All drawings, specifications, and copies, thereof, prepared by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, CM's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI's, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review "pencil copy" of payment application, safety issues and new business or other issues not covered above.. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 Construction Manager shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Owner's Project Manager
- (2) The Consultant.
- (3) Construction Manager.
- (4) Subcontractors.
- (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.
- 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-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 constructions 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 data date of the update. Each submittal of an update to the schedule shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays, and impact on the schedule, and shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication®'s Schedules Item Log.

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

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

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

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

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

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. 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 Not Used

13.2 Resident Inspector – Not Required

ARTICLE 14 FIELD OFFICE

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

14.2 A field office shall not be required for this Project.

ARTICLE 15 TELEPHONE SERVICE

15.1 Construction Manager shall arrange through UK ITS 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 UK ITS Communications and Network Systems phone service may be utilized at Construction Manager's option.)

ARTICLE 16 CONSTRUCTION FENCE

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

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk.

Signage may be attached to the fence but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. Construction Manager shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5-foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

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

16.1.3 All fencing shall be of a woven material such as chain link or a solid type of 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 blue 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 No Project Sign will be needed.

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 There will be a reserved space/lot on UK King's Daughters Health Park campus for the construction workers.

18.2 Not Used

ARTICLE 19 SANITARY FACILITIES

19.1 Restroom facilities in one of the surrounding buildings will be designated at the Pre-Construction Meeting for use by the Construction Manager's workforce during construction. The designated restroom(s) and areas accessible to Construction Manager must be kept clean and neat during construction. Failure to keep them clean will result in the Construction Manager being required to provide portable toilets at his cost at the site. Drinking water shall be provided from an approved safe source so 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.

ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions of 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 Fire Protection (JCFP) for procurement of fire alarm systems. JCFP will provide an allowance for this project which includes design/CAD, state submittal fees, equipment, shipping, commissioning/acceptance testing, and installation of alarm wiring and device trim out. JCFP will be a sub-contractor under the General Contractor.

21.4.1 The Construction Manager shall include an allowance of \$ _TBD_____ for the work by Johnson Controls Fire Protection in the appropriate trade contractor's scope of work.

21.4.2 The electrical contractor is to provide and install conduits back boxes, and 120V circuits per the approved JCFP drawings. All conduits will include a pull string. JCFP will furnish and install all fire alarm 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 the construction managers or a trade contractor's failure to perform.

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

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

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 Not Used

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

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

23.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The Construction Manager shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Construction Manager is to ensure that all exits provide 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 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 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The Construction Manager shall provide for all temporary taps, hoses, lines, boxes, lighting, and installation of the same for construction operations. Electricity shall not be used for heating purposes or for welding. In the event that the Construction Manager is wasteful with these utilities, the Owner shall charge the Construction Manager accordingly.

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 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.

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 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 Not Used

27.2 Not Used

ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. The following is the list of material that has been pre-ordered:

1. TBD
2. TBD

30.2 All Pre-Ordered Material was specified to be shipped to the UK King's Daughters Medical Center Health Park. It will be the Construction Manager's responsibility to receive and offload the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the Construction Manager is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

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. TBD
2. ~~TOB~~ TBD

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. Items to be delivered to an on-site storage location.

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.

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 UK ITS 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 UK ITS-Communications and Network Systems' Standards, and closely coordinated with UK ITS-Communications and Network Systems.

ARTICLE 34 EMERGENCY VEHICLE ACCESS

34.1 Emergency Vehicle Access must be maintained during construction. The Construction Manager shall coordinate with the local Fire and Emergency Medical

Services department(s) that would respond to an emergency during the initial start up of construction to ensure a complete understanding of their requirements.

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

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

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

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

36.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Construction Manager will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The Construction Manager shall calculate and measure from the 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.

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 TBD

38.2 TBD

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.

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.

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.

ARTICLE 42 INSURANCE

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 rigger's liability policy with liability limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.

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 \$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)

ARTICLE 43 KEY ACCESS

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

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

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

ARTICLE 44 CEILING CLEARANCE

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

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

ARTICLE 45 METAL ANCHORS

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

ARTICLE 46 LOADING DOCK

Not Used

ARTICLE 47 CONSTRUCTION PATH

Not Used

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

Not Used

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL

Not Used

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

TBD

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION

Not Used

ARTICLE 52 APPEARANCE

Not Used

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act)

Not Used

ARTICLE 54 SAFETY & FIRE PROCEDURES

TBD

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)

TBD

ARTICLE 56 TREE PROTECTION STANDARDS

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE

57.1 Not Used

ARTICLE 58 COVID-19 POLICY

Any and all companies/organizations working on the UK King's Daughters Medical Center Health Park campus shall have in place for the period of the contract a COVID-19 policy that is consistent with the UK King's Daughters Medical Center Health Park current COVID-19 policy.

ARTICLE 59 TEMPORARY USE OF PERMANENT EQUIPMENT FOR CONDITIONING

59.1 The permanent building heating, ventilation, and air condition (HVAC) systems shall not be used during the construction phase to condition the spaces except by written permission of the University Project Manager. The Construction Manager (or General Contractor) shall provide temporary HVAC equipment, as needed to meet environmental conditions as required for the installation of building components. When permission is granted to use the permanent building HVAC equipment during construction, all warranties for new equipment shall begin upon the date of substantial completion. When permission is granted for the use of permanent HVAC equipment during construction, the following requirements shall be met as a minimum. Further requirements may be requested by the University dependent on the specific conditions of the project.

59.1.1 The equipment shall not be used until all dust-producing activities are complete.

59.1.1.1 Drywall sanding shall be complete and a minimum of one coat of primer or paint completed.

59.1.1.2 Floor sanding or grinding shall be complete

59.1.1.3 Any cutting or sawing that will create dust, such as wood trim, shall be done outside of areas where permanent equipment is in use

59.2 All return ducts shall be completely protected by either blanking off or use of MERV 8 minimum filtration. Temporary filters at return openings shall be monitored daily.

59.3 The contractor is responsible for all preventive maintenance requirements for the equipment being used: filter changes, motor greasing, etc.

59.3.1 Magnehelic gauges shall be installed at filter banks. Filters shall be changed when the pressure drop reaches 0.5" wg or pressure provided by the engineer.

59.4 The authorized manufacturer's representative associated with the equipment warranties shall provide start-up services.

59.5 Prior to substantial completion, equipment which has been used shall be thoroughly cleaned, including but not limited to, air handler interior surfaces, coils, condensate pans, and fans. Any required preventative maintenance activities shall be performed at substantial completion; specifically, but not exclusively, filters shall be changed.

59.6 Ductwork shall not be required to be cleaned when it has been properly protected. However, when it has been used unprotected and exposed to construction activities, it shall be fully cleaned and inspected in accordance with a duct cleaning specification provided by the engineer.

ATTACHMENT D - SCHEDULE

Estimated Preliminary Schedule

6/02/26	Advertise
6/08/26	Pre-Bid Conference
6/22/26	Bid Due
6/30/26	Contract Awarded
7/1/26	Construction Begins
5/1/27	Substantial Completion
6/1/27	Final Completion



**University of Kentucky
Procurement Services**

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
www.uky.edu

March 19, 2026

Senator Shelley Funke Frommeyer, Co-Chair,
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Re: Request for Proposal UK-3023.00-1-26 Pav H OP1 AHU Replacement

Dear Senator Funke Frommeyer, Representative McPherson, and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45A.180(2), the University of Kentucky reports its intent to use the CM-GC project delivery method for the *Pav H OP1 AHU Replacement* capital project. A copy of the Request for Proposals (RFP) is included with this letter.

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

Sincerely,



Barry Swanson (Mar 19, 2026 08:32:24 EDT)

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-3023.00-1-26

Proposal Due Date – 04/22/2026

CM Services
For
PAV H. OP1 AHU Replacement



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-3023.00-1-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	03/26/2026	UNIVERSITY OF KENTUCKY
Title:	CM Services for PAV H. OP1 AHU Replacement	PROCUREMENT SERVICES
Purchasing Officer:	Ken Scott	411 S LIMESTONE
Phone:	859.257.9102	ROOM 322 PETERSON SERVICE BLDG.
Email:	Kenneth.Scott@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/22/2026 @ 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:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 University Information	7
2.4 Economic Engagement and Procurement	10
3.0 PROPOSAL REQUIREMENTS.....	11
3.1 Key Event Dates.....	11
3.2 Offeror Communication	11
3.3 Pre-Proposal Conference	12
3.4 Offeror Presentations	12
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	13
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer	14
3.9 Acceptance or Rejection and Award of Proposal	14
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	15
3.13 Restrictions on Communications with University Staff	15
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	16
3.19 No Contingent Fees.....	16
3.20 Proposal Addenda and Rules for Withdrawal.....	16
3.21 Requirement to Perform Vendor Onboarding and Registration.....	16
4.0 PROPOSAL FORMAT AND CONTENT	17
4.1 Proposal Information and Criteria	17

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	18
4.4 Executive Summary and Proposal Overview	18
4.5 Criteria 1 - Offeror Qualifications	19
4.6 Criteria 2 – Services Defined	20
4.7 Criteria 3 – Financial Proposal.....	20
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule	20
4.9 Criteria 5 – Other Additional Information.....	20
5.0 EVALUATION CRITERIA PROCESS.....	21
6.0 SPECIAL CONDITIONS.....	23
6.1 Contract Term	23
6.2 Effective Date	23
6.3 Competitive Negotiation	23
6.4 Appearance Before Committee	23
6.5 Additions, Deletions or Contract Changes	23
6.6 Contractor Cooperation in Related Efforts	24
6.7 Entire Agreement	24
6.8 Governing Law	24
6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act	24
6.10 Termination for Convenience.....	25
6.11 Termination for Non-Performance	25
6.12 Funding Out	26
6.13 Prime Contractor Responsibility.....	26
6.14 Assignment and Subcontracting	26
6.15 Permits, Licenses, Taxes.....	26
6.16 Attorneys' Fees	27
6.17 Royalties, Patents, Copyrights and Trademarks	27
6.18 Indemnification	27
6.19 Insurance	28
6.20 Method of Award	29
6.21 Reciprocal Preference	29
6.22 Reports and Auditing	29

6.23 Confidentiality.....	29
6.24 Conflict of Interest	30
6.25 Personal Service Contract Policies (NOT USED)	30
6.26 Copyright Ownership and Title to Designs and Copy (NOT USED)	30
6.27 University Brand Standards	30
6.28 Printing Statutes (NOT USED)	31
6.29 Requirement for Contract Administration Fee (NOT USED)	31
6.30 Payment Terms	31
7.0 SCOPE OF SERVICES	32
7.1 Services Defined	32
7.1.1 Detailed Services	32
7.1.2 Bid and Award Phase Services.....	33
7.1.4 Post Construction Phase Services.....	34
7.2 Optional Services	34
8.0 FINANCIAL OFFER SUMMARY	35
8.1 Optional Services and Alternate Pricing.....	36

Attachments:

001 UK Sample Agreement
002 UK Sample Affidavit & Bonds
003 General Conditions
004 Special Conditions
005 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, 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 defined budget, program and schedule.

The total scope of this project is currently **\$2,800,000** with a total maximum construction budget of approximately **\$2,270,000**, to include costs for Construction Management Services as well as for the award of trade contracts.

The CM will be allowed to compete for self-perform trade packages in accordance with KRS 45A.183(3-4). The Construction Manager shall hold all construction contracts, except to the extent that the University exercises its right to enter separate contracts for related work pursuant to article 6.6 of this document.

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 improvements needed to building systems on the UK HealthCare Chandler campus. The building systems improvements will include the following: Replacement of air handler "OP1," which services the second-floor operating rooms in the Chandler Medical Center Hospital (Pavilion H). The existing air handler has exceeded its useful life and needs replacement. The project will also add a modular air-cooled chiller to achieve lower operating room temperatures and include a new, dedicated reverse osmosis water system and new unit controls that will tie into the existing building automation system.

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 — 160 years strong — is to advance Kentucky in everything we do.

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. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight 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 \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 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 carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

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 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science 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 Research 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 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK 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.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult 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. 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 homes 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. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight urgent care centers.

The University of Kentucky Board of Trustees on Friday, April 26, 2024, approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store and an outpatient center. Additionally, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare's six owned hospitals totaled more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community.

Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

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.

More information about UK can be found at this [this website](#).

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 Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support 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 Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how 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	03/26/2026
Pre-Proposal Conference (Optional)	04/06/2026
Deadline for Written Questions	3:00 P.M. Lexington, KY Time on 04/10/2026
RFP Proposals Due	3:00 P.M. Lexington, KY Time on 04/22/2026

3.2 Offeror Communication

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

All addenda and updates will be communicated through 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 04/06/2026 at 10:00 A.M. Via Zoom: <https://uky.zoom.us/j/89267583625?jst=1> to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

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

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

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

3.4 Offeror Presentations

All 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 should 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 should 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 should be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3:00 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) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), one (1) original printed submittal, and four (4) 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.

Do not password-protect the electronic storage device

- **Financial Proposal:** is discussed in Sections 4.7 and 5.

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

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

Proposals should be enclosed in sealed envelopes to the above referenced address and should 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 should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

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

3.8 Modification or Withdrawal of Offer

An offer and/or modification of 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 are not 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 should 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 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 should 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 cckbidquestions@uky.edu no later than the date listed in Section 3.1. The subject line should include this RFP number and title, for the attention of the purchasing officer listed on the title page of this RFP.

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. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

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 should 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 (50% Weight per KRS)
- 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 should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should 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 should 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 should 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.

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

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 relating 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 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

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

4.7 Criteria 3 – Financial Proposal

The financial proposal is not due with Phase 1 submission and will be requested from shortlisted firms in Phase 2.

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 examples of schedules your firm has generated in support of projects of the size and complexity of this project.

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.

Lastly, please describe any investments and capabilities that your firm has made regarding AI/ML. You may provide this as a separate packet/brochure with the "Purchasing Copy" referenced earlier.

5.0 EVALUATION CRITERIA PROCESS

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
<u>Project Team Qualifications</u>	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	0

The committee will create a shortlist based on the technical proposals. The university reserves the right to reject an offeror from further consideration regardless of the number of proposals received by the University.

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 may 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:

<u>Rank</u>	<u>Phase 2, Step 1 Score</u>
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.

Phase 3: Financial Proposal Score

The maximum Financial Proposal (Price) 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 scored identically to financial offers.

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 represents the apparent best value to the University.

6.0 SPECIAL CONDITIONS

Refer to the Special Conditions CM at Risk

6.1 Contract Term

The successful Construction Manager will enter a contract for the construction phase of the project. Subject to CM performance, continuing University need, and adequate funding, upon satisfactory completion 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 date(s) described in the Special Conditions.

6.2 Effective Date

The effective date of the contract should 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 should 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 should 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

This RFP will 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) 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 may be an event of default and grounds for termination of the Contract.

Notification

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

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

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

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract

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

Umbrella Liability Insurance

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate.
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 rigger's liability policy with liability limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.
\$2,000,000 each occurrence
(BI & PD combined)

This policy shall have a minimum of \$3,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

The successful contractor agrees to furnish Certificates of Insurance for the above-described 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 should 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 (NOT USED)

6.26 Copyright Ownership and Title to Designs and Copy (NOT USED)

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 <https://brand.uky.edu/>. 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, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA 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 (NOT USED)

6.29 Requirement for Contract Administration Fee (NOT USED)

6.30 Payment Terms

See Attachment A – General Conditions, CM at Risk

7.0 SCOPE OF SERVICES

7.1 Services Defined

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.

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.

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.

7.1.1 Detailed Services

The University has retained an Engineer of Record, CMTA, Inc to provide design and conventional contract administration services for the project. The CM, in consultation with CMTA and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both the Architect and the University.

The CM shall

1. Prepare the required detailed construction cost estimates to support the design process. The project will include bid alternates. Additional cost estimating will be required to determine costs of the alternates.
2. Participate in Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, coordination between trades, scheduling, and document development. In addition, the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
3. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents

7.1.2 Bid and Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to 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 percentage of 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) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.
- 5) 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.
- 6) 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 coordination and 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.
- 7) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 8) 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.

9) 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.

10) 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.

11) Utilize eComm 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, the CM's Construction Phase Services will be amended accordingly and agreed upon prior to start of the construction phase.

7.1.4 Post Construction Phase Services

The CM shall:

1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents

2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.

3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents

7.2 Optional Services

Any proposal that does not address the scope of services described in 7.1 may be rejected as non-responsive. The University may, at its sole discretion, consider optional services or alternate proposals after review of base proposal(s). A financial offer for optional services and/or alternate proposals must be clearly labeled as such and will be submitted in the same manner and timeframe as the base offer.

8.0 FINANCIAL OFFER SUMMARY

The **financial offer is not required to be included in the first phase submittal**. It will be requested from firms which are selected to participate in Phase 2 of the selection process.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services detailed in Section 7.1 for the project phases indicated in the table below. Indicate the corresponding percentage of construction cost or cost per calendar day in column B. If there is a discrepancy between the amount in column A and the percentage or cost per calendar day in column B, column A will prevail and will be converted to a percentage or cost per calendar day.

The "Financial Score" used in the selection process will be based on the "Total Cost for the Project" (see below) although an initial contract will be awarded for Design Phase Services only. Bidding, construction, and post-construction phase services will later be added by amendment to the initial contract (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2, Step 3).

This financial proposal is based on a construction cost of \$2,270,00.00 an estimated date of May 6, 2026 for the completion of design, a bidding phase, and 236 Days for the construction phase to substantial completion.

Description	Column A Lump Sum Cost	Column B U/M
Design Phase Services (to include detailed cost estimates, constructability, and interdisciplinary coordination reviews for each design phase).	\$	% of const. cost
Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)	\$	% of const. cost
** Construction Phase Staffing Services (based on the Construction Staffing Standardization Matrix) **Not applicable during this phase**	\$	cost/calendar day
** Construction Phase jobsite general conditions	\$	cost/calendar day
* Bonds	\$	% of const. cost
* Insurance	\$	% of const. cost
* Overhead & Profit	\$	% of const. cost
Post Construction Phase Services	\$	% of const. cost
Total Cost for the Project	\$	%

* As each trade package is added to the Construction Manager's purchase order, the associated costs from the financial proposal will be added according to the percentage indicated in Column B.

** Where the General or Special Conditions allow added cost for construction time extensions, the added cost will be calculated according to the length of the time extension times the cost per calendar day in Column B.

8.1 Optional Services and 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.

COMMONWEALTH OF KENTUCKY
KENTUCKY ASSET/LIABILITY COMMISSION
SEMI-ANNUAL REPORT

For the period ending December 31, 2025

58th Edition



Andy Beshear, Governor of the Commonwealth of Kentucky

Holly M. Johnson, Secretary of the Finance and Administration Cabinet

Robert K. Miller, Executive Director, Office of Financial Management

Prior copies of this report:

[https://finance.ky.gov/Office-of-the-Controller/Office-of-Financial-Management/
Pages/alco-semi-annual-reports.aspx](https://finance.ky.gov/Office-of-the-Controller/Office-of-Financial-Management/Pages/alco-semi-annual-reports.aspx)

The Commonwealth's Annual Comprehensive Financial Report (ACFR):

[https://finance.ky.gov/office-of-the-controller/office-of-statewide-accounting-
services/financial-reporting-branch/Pages/annual-comprehensive-financial-
reports.aspx](https://finance.ky.gov/office-of-the-controller/office-of-statewide-accounting-services/financial-reporting-branch/Pages/annual-comprehensive-financial-reports.aspx)

The Municipal Securities Rulemaking Board (MSRB)

Electronic Municipal Market Access (EMMA):

<http://emma.msrb.org/>

Commonwealth of Kentucky Investor Relations:

<https://bonds.ky.gov/>

Office of Financial Management (OFM):

<https://ofm.ky.gov>

Table of Contents

<u>SECTION</u>	<u>PAGE</u>
Introduction	4
Investment Management	5
Market Overview	5
Portfolio Management	10
Tax-Exempt Interest Rates and Relationships	11
Credit Management	13
Mid-Year Reflection	13
Credit Process	13
Debt Management	15
Authorized But Unissued Debt	15
Ratings Update	16
Cash Management Strategies	17
ALCo Financial Agreements	19
Asset/Liability Model	19
Road Fund	21
Summary	23
 <i>Appendix</i>	
A - Approved Credits	25
B - Appropriation Supported Debt	26
C - ALCo Notes Outstanding	27

INTRODUCTION

The Kentucky Asset/Liability Commission (“ALCo” or the “Commission”) presents its 58th semi-annual report to the Capital Projects and Bond Oversight Committee and the Interim Joint Committee on Appropriations and Revenue pursuant to [KRS 56.863 \(11\)](#) for the period beginning July 1, 2025 through December 31, 2025.

Provided in the report is the current structure of the Commonwealth’s investment and debt portfolios and the strategy used to reduce both the impact of variable revenue receipts on the budget of the Commonwealth and fluctuating interest rates on the interest-sensitive assets and interest-sensitive liabilities of the Commonwealth.

Factors on both the state and national level had an impact on activity during the reporting period. The most significant factors were:

On the national level

- The Federal Reserve Board of Governors lowered the Federal Funds Rate to a target range of 3.50 percent to 3.75 percent during the second half of 2025.
- The unemployment rate ended 2025 at 4.4 percent, an increase of 0.3 percent from June 2025.
- The annual rate of economic growth, as measured by the gross domestic product (“GDP”), increased during the second half of 2025. The seasonally adjusted annual growth rate was 4.4 percent in the third quarter and 1.4 percent in the fourth quarter.
- Inflation continued to decline in the second half of 2025, with the core consumer price index (“CPI”) rate (ex-energy and food) ending December at 2.6 percent, down from 2.9 percent in June 2025..

On the state level

- General Fund receipts totaled \$7,825.0 million for the first six months of Fiscal Year (“FY”) 2026, representing a 0.7 percent decrease over the same period in FY 2025. The official General Fund revenue estimate for FY 2026 calls for General Fund revenues to decline by 1.3 percent. Based on year to date collections, General Fund revenue receipts can fall 1.9 percent for the remainder of the fiscal year and still meet the official estimate of \$15,498.9 million.
- Road Fund receipts totaled \$920.2 million for the first six months of FY 2026, representing a 0.2 percent increase over the same period in FY 2025. The official Road Fund revenue estimate for FY 2026 calls for Road Fund revenues to decline by 1.0 percent. Based on year to date collections, Road Fund revenue receipts can fall 2.2 percent for the remainder of the fiscal year and still meet the official estimate of \$1,844.0 million.
- Kentucky non-farm employment rose by 0.7 percent in the second quarter of FY 2026 compared to the second quarter of FY 2025.
- Educational services employment was the fastest growing employment sector in the second quarter of FY 2026, growing 2.4 percent over the second quarter of FY 2025.
- Kentucky personal income rose by 4.7 percent in the second quarter of FY 2026 compared to the second quarter of FY 2025 and has grown in 18 consecutive quarters.
- Kentucky wages and salaries income, the largest income component, grew 4.3 percent in the second quarter of FY 2026 compared to the second quarter of FY 2025.
- The current Budget Reserve Trust Fund balance is a material credit improvement for the Commonwealth. However, large unfunded pension liabilities continue to put stress on the Commonwealth’s credit rating.

INVESTMENT MANAGEMENT

State Investment Commission

The State Investment Commission (“SIC”) is responsible for investment oversight. The Commission is composed of the State Treasurer (Chair), the Secretary of the Finance and Administration Cabinet, the State Controller, and two Gubernatorial Appointees.

The Commission’s investment objectives are threefold: preservation of principal, maintenance of sufficient liquidity to meet cash flow needs, and maximization of returns.

The Office of Financial Management serves as staff to the SIC and conducts investment activities in accordance with KRS 42.500 and 200 KAR 14:011, 14:081, and 14.091.

Market Overview

After holding rates steady during the first half of the year, the Federal Open Market Committee (“FOMC”) resumed its campaign to normalize interest rates by cutting the federal funds rate three consecutive times in September, October, and December, bringing the target range to 3.50 percent to 3.75 percent. The Committee cited continued progress toward its 2 percent inflation objective and emerging signs of labor market softening. Although the unemployment rate remained relatively stable at 4.4 percent, monthly non-farm payroll growth slowed to near zero over the course of the year. The pace of balance sheet runoff slowed in the second half of the year, resulting in a year-end Federal Reserve balance sheet of \$6.64 trillion, down slightly from \$6.66 trillion at the end of June. .

The FOMC has been balancing competing data points when deciding whether or not to continue cutting rates. While the job market has softened

and could benefit from additional stimulus that lower rates would provide, progress towards the long-term goal of 2 percent inflation has stalled, and tariffs present a potential risk of renewed upward pressure on prices. Most market analysts expect at least two additional cuts in 2026. However, recent commentary suggests rates could remain on hold if inflation begins to trend upward.

GDP growth rebounded significantly since the negative print in the first quarter, strengthening the argument that the economy may not necessarily need additional rate relief and that controlling inflation should remain the primary focus.

Employment

In addition to inflation data, the FOMC closely monitors the monthly job report as a key indicator of economic conditions. 2025 was a critical year as market participants observed carefully for signs of stress in the labor market. Although the unemployment rate rose modestly from 4.1 percent in June to 4.4 percent in December, the more significant concern was the sharp slowdown in job creation.

Total non-farm payroll growth for 2025 came in at 181,000 jobs, or just over 15,000 a month. This was the worst year for job creation since 2020, when pandemic-related lockdowns erased millions of positions. Real income growth remained flat, increasing 1.1 percent for the year.

Job openings have been on a steady downtrend since 2022 and that continued in 2025 by declining to 6.5 million by year-end, down from 7.4 million in June. The persistently low Labor Force Participation Rate (“LFPR”) dipped midyear but recovered to 62.4 percent by

INVESTMENT MANAGEMENT

December, compared to 62.5 percent at the beginning of the year. Similar to the period following the 2008 financial crisis, the LFPR post-2020 has not fully recovered to pre-pandemic levels.

Inflation

Progress towards the 2 percent inflation goal slowed in the second half of the year. The headline CPI shot back up to 3 percent in September, before easing to 2.7 percent in December. While still respectable compared to the 9 percent inflation rate recorded in 2022, inflation remains above the long-term objective of 2 percent. The FOMC's preferred inflation gauge, core personal consumption expenditures ("PCE"), strips out more volatile categories like food and energy to present a more accurate picture of price increases. Of particular concern, core PCE showed little improvement between June and December and ended the year at 3.0 percent, its highest reading in over a year. If inflation returning to 2 percent is a necessary requirement for additional rate cuts, recent data suggests that outcome may not be reality for a while. Combined with a stagnant job market, the FOMC faces a challenge in balancing its dual mandate of maximum employment and price stability.

Economic Growth

After a negative first quarter, GDP growth needed a strong rebound in the second half of the year. Growth accelerated to a robust 4.4 percent in the third quarter before slowing to 1.4 percent in the fourth quarter. This resulted in an average growth rate of 1.9 percent for the second half of the year, up from 1.6% in the first half. These figures were materially affected by the October government shutdown, which

subtracted over a full percentage point from fourth quarter growth. Without that headwind, overall second-half growth would have been considerably stronger. This accelerated growth during the latter part of the year prompted economists to modestly revise upward their GDP projections for 2026. Consumption, the largest contributor to GDP, strengthened in the second half and was a primary driver of growth. Net exports, which had been a significant contributor in the second and third quarters, declined sharply in the fourth quarter.

Interest Rates

After 100bps of rate cuts in the second half of 2024, the FOMC held rates steady during the first half of 2025 as it evaluated incoming economic data. This changed in the second half of the year as the normalization of rates continued with three additional 25bps cuts, bringing the federal funds target range down to 3.50 percent to 3.75 percent. Expectations for rate cuts in 2026 vary, with markets pricing in an average of two additional cuts. Some traders anticipate only one cut, while others speculate that the Fed could hold rates steady throughout the year if inflation remains above the 2 percent target.

Yields on Treasury securities and corporate bonds experienced reduced volatility in the second half of the year and declined across the curve. The two-year Treasury yield ended June at 3.71 percent and finished the year at 3.47 percent, a decline of 24 basis points. Longer term yields declined more modestly, with the 10-year Treasury yield falling from 4.23 percent to 4.17 percent by year-end. With three additional federal funds rate cuts in the second half, the yield curve inversion has all but disappeared. One or two additional cuts in 2026 could restore

INVESTMENT MANAGEMENT

a more typical upward-sloping yield curve for the first time in years.

Equities

After experiencing extreme volatility in the first half of the year due to trade policy, equity markets advanced strongly in the second half to continually set new all-time highs. The S&P 500 ended the year with a 16 percent gain, while the tech-heavy NASDAQ gained over 20 percent, marking the third year in a row that gains have exceeded 20%.

Concerns about market concentration in large technology stocks persisted toward year-end, and performance was largely flat during the final two months of the year. The rapid expansion of artificial intelligence has driven technology valuations sharply higher over the past three years, leading to growing concerns about elevated valuations and the potential formation of an asset bubble. These factors could present a headwind to additional gains in 2026.

Outlook

The FOMC remains strongly committed to returning inflation to the 2 percent long-term objective. In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee's assessments incorporate a broad range of information, including readings on inflation and inflation expectations, wages, other measures of labor market conditions and financial and international developments.

In conjunction with the FOMC meeting held on December 10, 2025, meeting participants submitted their projections of the most likely outcomes for GDP, the unemployment rate, and inflation for each year from 2026 to 2028, as well as for the longer run.

For 2026, the median forecast for GDP, unemployment rate and inflation is 2.3 percent, 4.4 percent and 2.4 percent, respectively. The expected Federal funds rate at the end of 2026 is 3.4 percent.

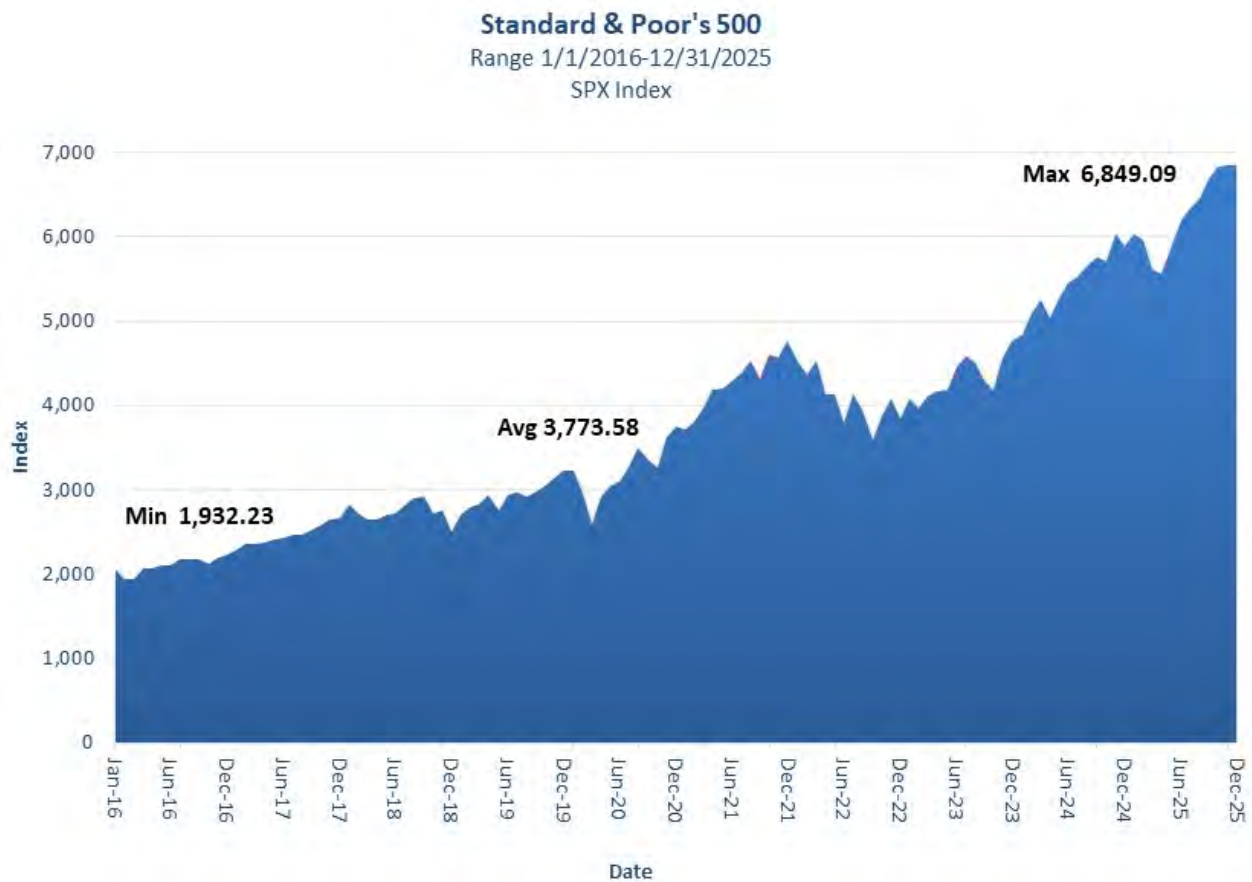
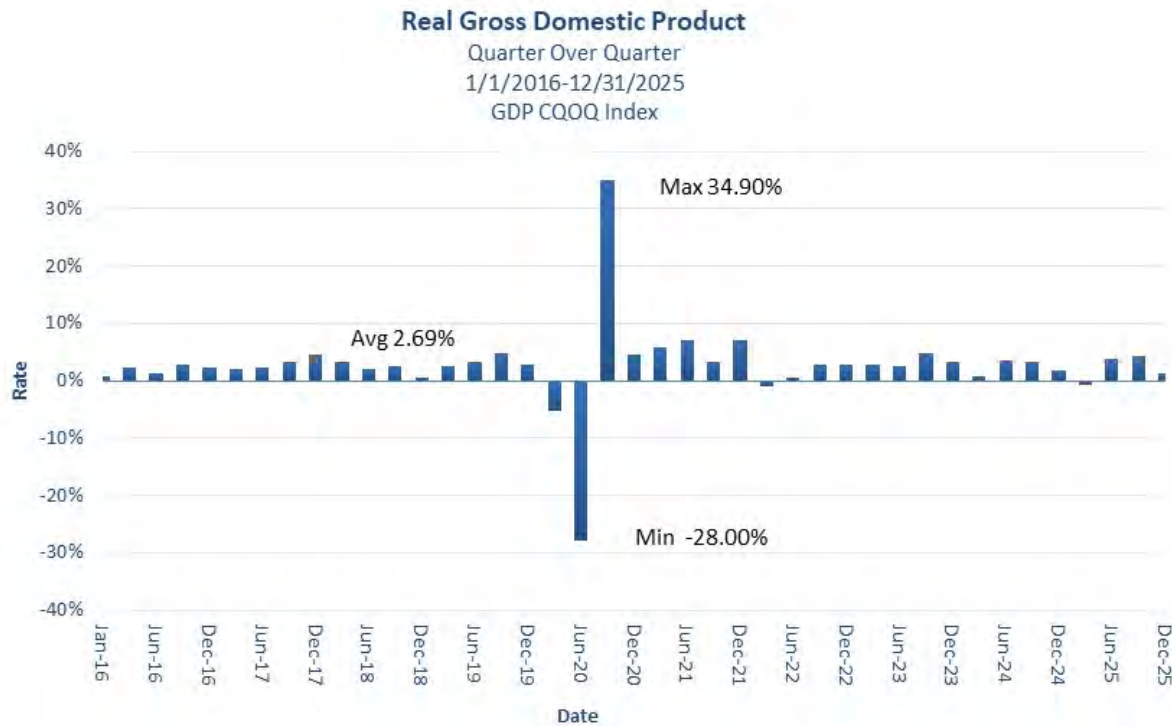
For 2027, the median forecast for GDP, unemployment rate and inflation is 2.0 percent, 4.2 percent and 2.1 percent, respectively. The expected Federal funds rate at the end of 2027 is 3.1 percent.

For 2028, the median forecast for GDP, unemployment rate and inflation is 1.9 percent, 4.2 percent and 2.0 percent, respectively. The expected Federal funds rate at the end of 2028 is 3.1 percent.

Additionally, longer run projections are 1.8 percent for GDP, 4.2 percent for unemployment and 2.0 percent inflation with an expected Federal funds rate of 3.0 percent.

INVESTMENT MANAGEMENT

Real Gross Domestic Product & Standard & Poor's 500



INVESTMENT MANAGEMENT

Federal funds Target Rate & NonFarm Payrolls



INVESTMENT MANAGEMENT

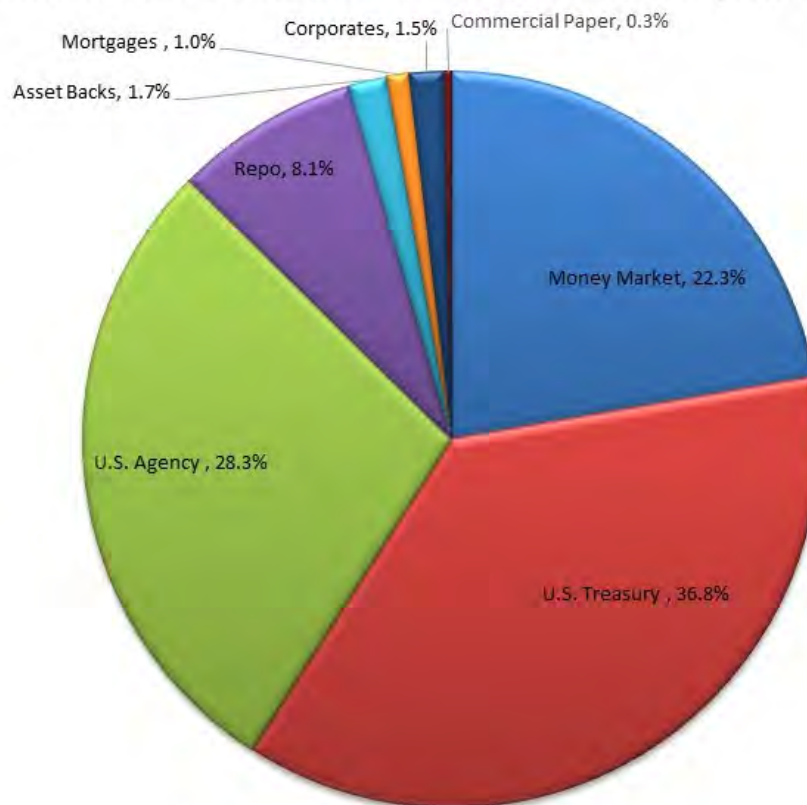
Portfolio Management

For six months ending December 31, 2025, the Commonwealth's combined investment portfolio was approximately \$14.8 billion. The portfolio was invested in U.S. Treasury Securities (36.8%), U.S. Agency Securities (28.3%), Mortgage-Backed Securities (1.0%), Repurchase Agreements (8.1%), Corporate Securities (1.5%), Asset-Backed Securities (1.7%), Commercial

Paper (0.3%), and Money Market Securities (22.3%). The portfolio had a market yield of 3.72 percent and an effective duration of 0.41 years.

The total portfolio is broken down into three investment pools. As of December 31, 2025, balances were \$6.3 billion in the Short Term Pool, \$2.6 billion in the Limited Term Pool, and \$5.9 billion in the Intermediate Term Pool.

Distribution of Investments as of December 31, 2025



■ Money Market ■ U.S. Treasury ■ U.S. Agency ■ Repo ■ Asset Backs ■ Mortgages ■ Corporates ■ Commercial Paper

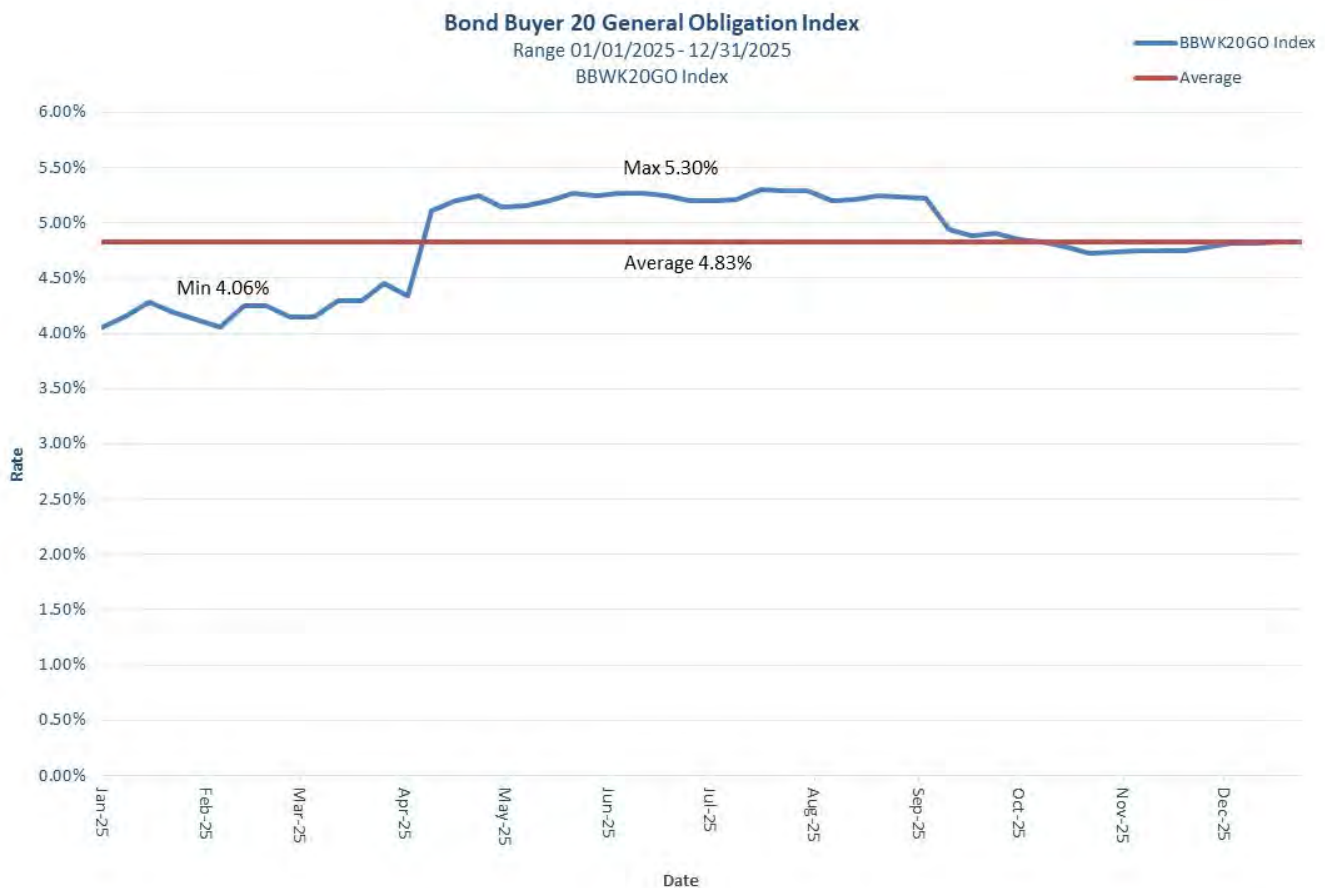
INVESTMENT MANAGEMENT

Tax-Exempt Interest Rates and Relationships

The Bond Buyer 20 General Obligation Index averaged 4.83 percent for calendar year 2025. The index reached a high of 5.30 percent in July 2025 and a low of 4.06 percent in January 2025.

The Securities Industry and Financial Markets Association (“SIFMA”) Municipal Swap Index averaged 2.68 percent for calendar year 2025, with a high of 4.41 percent on April 9, 2025, and

a low of 1.62 percent on July 2, 2025. The 30-day Secured Overnight Financing Rate (“SOFR”) averaged 4.24 percent for calendar year 2025. During the year, SOFR reached a high of 4.42 percent in September 2025 and a low of 3.66 percent in December 2025. During the same period, the SIFMA index traded relative to 30-day SOFR at a high of 101.85 percent on April 9, 2025, a low of 37.24 percent on July 2, 2025, and averaged 63.35 percent for the calendar year.



SIFMA & SIFMA/SOFR Ratio



CREDIT MANAGEMENT

Mid-Year Reflection

Credit

The second half of 2025 saw progress stall in bringing inflation closer to the long-range objective of 2 percent, with inflation ending December at 2.7 percent, unchanged from June. Despite the lack of progress on reducing inflation, the Federal Reserve voted to cut the Federal Funds rate three times in the second half of 2025, lowering the target range to 3.50 percent to 3.75 percent. A primary factor behind these decisions was that the significant inflationary impact initially expected from tariffs did not materialize, providing the Fed the cover they needed to continue moving rates closer to neutral. One area where inflationary pressures from trade policy could be seen is in producer prices, which increased from 2.7 percent in June to 3.4 percent by year-end.

After a disappointing first half of the year, GDP growth stabilized in the second half, with gains of 4.4 percent in the third quarter and 1.4 percent in the fourth quarter, resulting in a full-year growth off 2.2 percent. Personal income remained stable during the final six months of the year, while consumer spending rose slightly, helping support the GDP growth. In what has become expected every quarter now, household debt continued its steady climb to record highs. Delinquency rates across all types of consumer loans also increased, reaching the highest level since 2017.

Non-financial corporations followed a similar trend, with total corporate debt exceeding \$22 trillion in the second half of 2025. Despite increased debt levels, the ratio of corporate

debt to GDP declined during the period due to strong GDP growth. After a strong first half of the year, corporate debt issuance declined slightly in the second half but remained robust. Investment grade again represented the majority of issuance, though high-yield corporate debt issuance also remained strong in both the third and fourth quarters. Corporate bankruptcies continued to rise at the fastest pace in 15 years, with 717 filings through November, an increase of 14 percent over the previous year.

Volatility in corporate bond spreads declined in the second half after significant swings earlier in the year. Overall, spreads declined slightly and ended the year close to where they were at the end of 2024. The Senior Loan Officer Opinion Survey on Bank Lending Practices reported that lending standards for businesses generally tightened, while demand either increased or remained flat across all categories. For households, lending standard were largely unchanged, but demand weakened across most loan categories.

Credit Process

Our credit strategy invests in creditworthy corporate issuers having a long-term rating of A3/A-/A- or better as rated by Moody's, S&P, or Fitch, with the lowest rating among the three used to determine credit rating compliance. The strategy focuses on adding value through a disciplined approach in the credit selection process. Through independent research and prudent diversification across industries and issuers, our goal is to deliver consistent longer-term investment performance over U.S. Treasuries.

CREDIT MANAGEMENT

Default Monitoring

The Bloomberg credit risk model is our primary tool for monitoring default risk. The default likelihood model is based on the Merton distance-to-default (“DD”) measure, along with additional economically and statistically relevant factors. Firms are assigned a default risk measure that provides a high-level summary of their credit health through an explicit mapping of default likelihood to default risk.

A daily report is generated using our approved list and their peers enabling us to track market activity in selected names, including Credit Default Swaps (“CDS”).

We use a combination of top-down and bottom-up approaches in our investment process. The top-down approach focuses on understanding the current (and future) business cycle, or the “big picture” of the economy and financial environment, in order to identify attractive industries. Once these industries are identified, a bottom-up approach is utilized, with Portfolio Managers focusing on specific company fundamentals to select the strongest companies within each sector.

Fundamental analysis is then performed by looking at competitive position, market share, operating history and trends, management strategy and execution, and financial statement ratio analysis.

Approved List

Once analysis has been completed, the State Investment Commission approves the list on a quarterly basis. During the second half of 2025,

no names were added or removed from the Corporate Credits Approved list. The Corporate Credits Approved list as of December 2025 is located in Appendix A.

DEBT MANAGEMENT

Authorized but Unissued Debt Summary

The current State Budget includes authorized debt service for more than \$5.18 billion of projects supported by the General Fund, Agency Fund, Road Fund, and Federal Fund, which were approved during prior sessions of the General Assembly. This pipeline of projects is anticipated to be financed through a number of future bond transactions. The timing of these financings will depend on factors managed by and between the project sponsors, the Office of the State Budget Director and the Office of Financial Management.

As of December 31, 2025, the balance of prior bond authorizations of the General Assembly dating from 2010 through 2025 that are subject to state intercept totals \$5,180.99 million. Of this amount, \$3,284.19 million is supported by the General Fund, \$1,584.30 by the Agency Fund, \$12.50 by Road Fund appropriations, and \$300.00 million by the Federal Highway Trust Fund through Grant Anticipation Revenue Vehicle Bonds.

The following table summarizes, in aggregate, the authorized but unissued debt of the Commission as described in this section.

Summary of Authorized but Unissued Debt by Fund Type As of December 31, 2025:

Legislative Session (Year)	General Fund (millions)	Agency Fund (millions)	Road Fund (millions)	Federal Fund (millions)	TOTAL (millions)
2010	\$ 14.24	\$ 17.50	-		\$ 31.74
2012	1.60	-	\$ 12.50		14.10
2014	4.63	-	-		4.63
2016	15.51	-	-		15.51
2018	130.28	-	-		130.28
2019	26.08	-	-		26.08
2020-2021	253.60	26.11	-		279.71
2022-2024	858.46	147.80	-	\$ 150.00	1,156.26
2024-2026	2,538.80	1,392.89	-	150.00	4,081.69
Bond Pool Proceeds	(559.01)	-	-	-	(559.01)
TOTAL	\$ 3,284.19	\$ 1,584.30	\$ 12.50	\$ 300.00	\$ 5,180.99

Looking Forward

The Commission continues to monitor the municipal bond interest rate market and, together with other relevant market data,

evaluates whether interim or variable rate financing would provide an economic advantage in conjunction with fixed rate bonds.

DEBT MANAGEMENT

Ratings Update

The rating agencies continually monitor the Commonwealth's budgetary policies and financial performance in areas such as revenue, the economy, pensions, and debt management. Pension unfunded liabilities continue to place downward pressure on the Commonwealth's credit ratings.

During the current reporting period, the Commonwealth's ratings were either affirmed or unchanged.

The Ratings Picture at December 31, 2025:

	Moody's	S & P	Fitch	Kroll
General Obligation Issuer Rating (GO)	Aa2	A+	AA	AA-
General Fund Appropriation Rating (GF)*	Aa3	A	AA-	A+
Road Fund Appropriation Rating (RF)*	Aa2	A	AA-	AA-
Federal Highway Trust Fund Appropriation Rating*	A2	AA	A+	-

*Not all outstanding bonds are rated by every rating agency.

DEBT MANAGEMENT

Cash Management Strategies

Cash management strategies are dependent on market conditions and prevailing interest rates. Historical alternatives are listed below:

Tax and Revenue Anticipation Notes (“TRANS”)

TRANS can provide liquidity or leverage the difference between taxable and tax-exempt interest rate markets to create economies that provide a financial benefit to the Commonwealth.

No TRANS were issued during the reporting period.

Inter-Fund Borrowing

Cash in one fund is loaned to another fund experiencing a short-term cash flow shortfall. Historically, funds have been loaned to the short-term fund (General Fund).

As of December 31, 2025 the total available liquid resources available to the General Fund was \$14.797 billion.

Bond Anticipation Notes (“BANs”)

A short-term interest-bearing security issued in advance of a larger, future bond issue. BANs are typically issued to provide interim financing for projects until long-term bonds are issued.

No BANs were issued during the reporting period.

Notes or Direct Loans (“Notes”)

"Funding notes" means notes issued under the provisions of KRS 56.860 to 56.869 by the commission for the purpose of funding:

(a) Judgments, with a final maturity of not more than ten (10) years; and

(b) The finance or refinance of obligations owed under KRS 161.550(2)

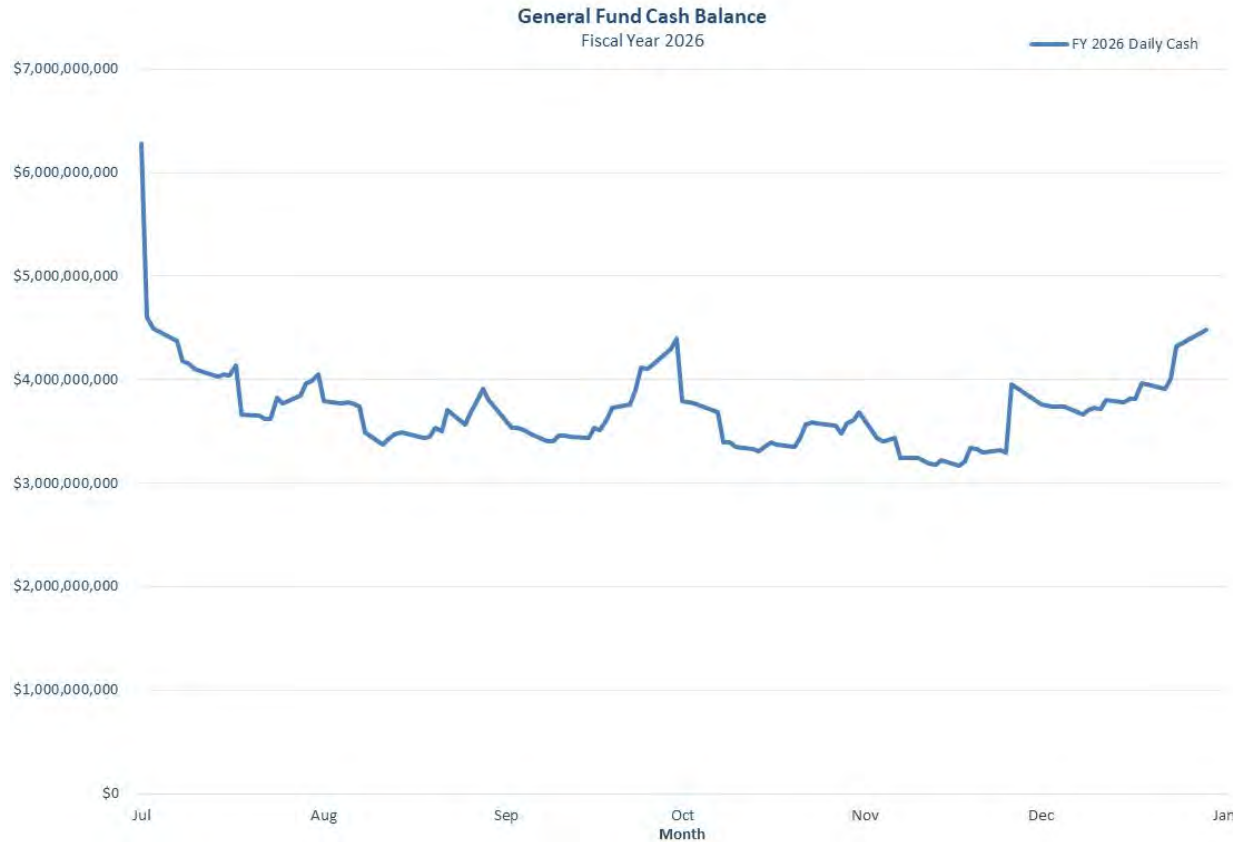
"Project notes" are notes issued under the provisions of KRS 56.860 to 56.869 by the commission with a final maturity of not more than twenty (20) years for the purpose of funding authorized projects, which may include bond anticipation notes.

No Notes were issued during the reporting period.

Synthetic Fixed Rate

Synthetic Fixed Rate is an alternative to traditional fixed-rate borrowing in which funds are borrowed at a variable rate basis then an interest rate swap is used to effectively convert the borrowing to a fixed rate.

DEBT MANAGEMENT



DEBT MANAGEMENT

ALCo Financial Agreements

As of May 3, 2021, ALCo retired all remaining outstanding financial agreements.

Asset/Liability Model

General Fund

The total State Property and Buildings Commission ("SPBC") debt portfolio as of December 31, 2025 had \$4.452 billion of bonds outstanding, with a weighted average coupon of 4.93 percent and a weighted average life of 8.9 years. The average coupon reflects continued investor preference for tax-exempt callable premium bonds in the current market, which price at yields lower than par or discount coupon bonds. Of the total outstanding debt, the \$2.547 billion callable portion had a weighted average coupon of 4.90 percent. The SPBC debt structure has 33.30 percent of principal maturing within 5-years and 57.70 percent of principal maturing within 10-years, reflecting the amortization structure of recent SPBC issuances and the reduced amount of principal remaining in longer dated maturities.

The General Fund had a maximum balance of \$6.277 billion on July 1, 2025, and a low of \$3.172 billion on November 17, 2025. The average and median balances were \$3.718 billion and \$3.681 billion, respectively. Returns on investable balances are impacted by investment earnings, fees, and mark-to-market rules on the underlying investments.

From a liability management perspective, total Commonwealth General Fund debt service, net of credits, is expected to be \$564.992 million for FY 2026. In addition to the Commonwealth

General Fund debt service, General Fund debt service of \$9.811 million will be provided for an Eastern State Hospital financing that was first issued through the Lexington-Fayette Urban County Government in 2011. Also, General Fund debt service of \$10.355 million will be provided for the 2015 and 2018 Certificates of Participation (related to the two Commonwealth State office Building projects). These projects are separately identified because they are not direct obligations of the Commonwealth, but they are General Fund supported.

SPBC 133

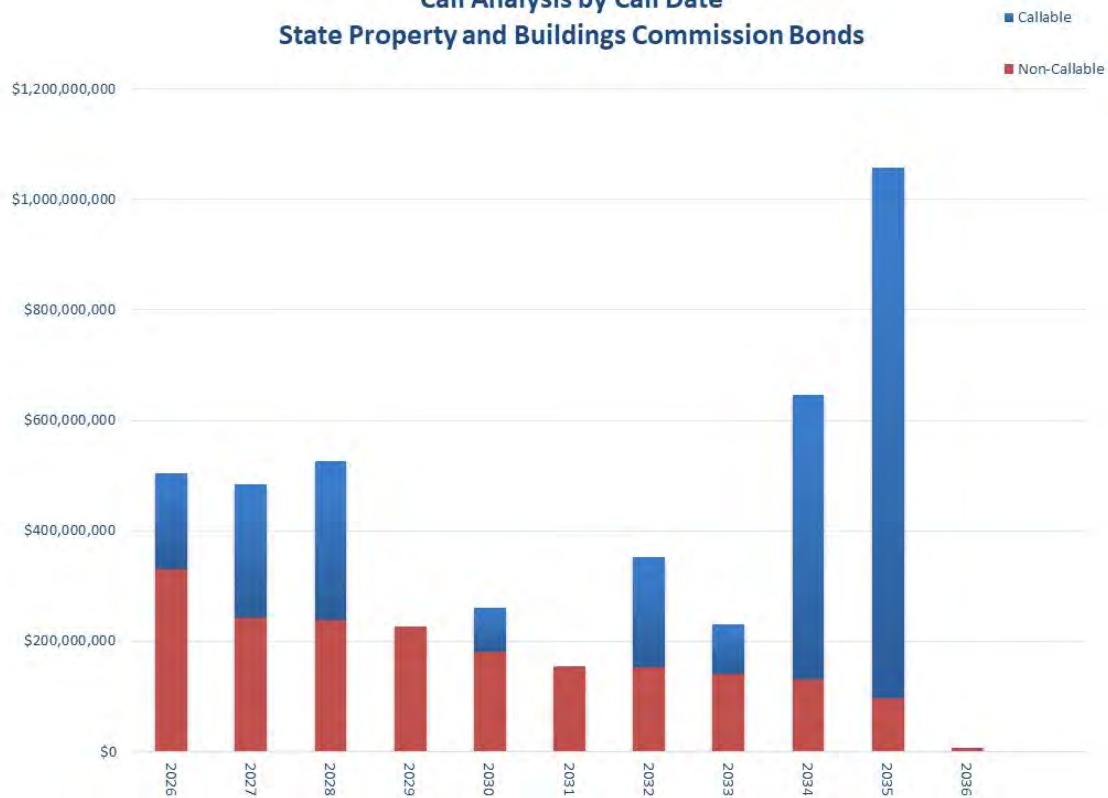
On November 13, 2025, SPBC closed \$775,000,000 par of Revenue Bonds, Project No. 133 Series A ("Series A") and \$165,430,000 par of Revenue Refunding Bonds, Project No. 133 Series B ("Series B") for a total General Fund offering of \$940,430,000.

Series A provided permanent financing for approximately \$853 million of General Fund supported capital projects authorized over multiple budget sessions of the General Assembly and achieved an All-In True Interest Cost of 3.861 percent. Series B refunded certain outstanding SPBC Bonds and achieved an All-In True Interest Cost of 2.881 percent and net present value savings of \$9,339 million, or 5.142 percent of refunded par.

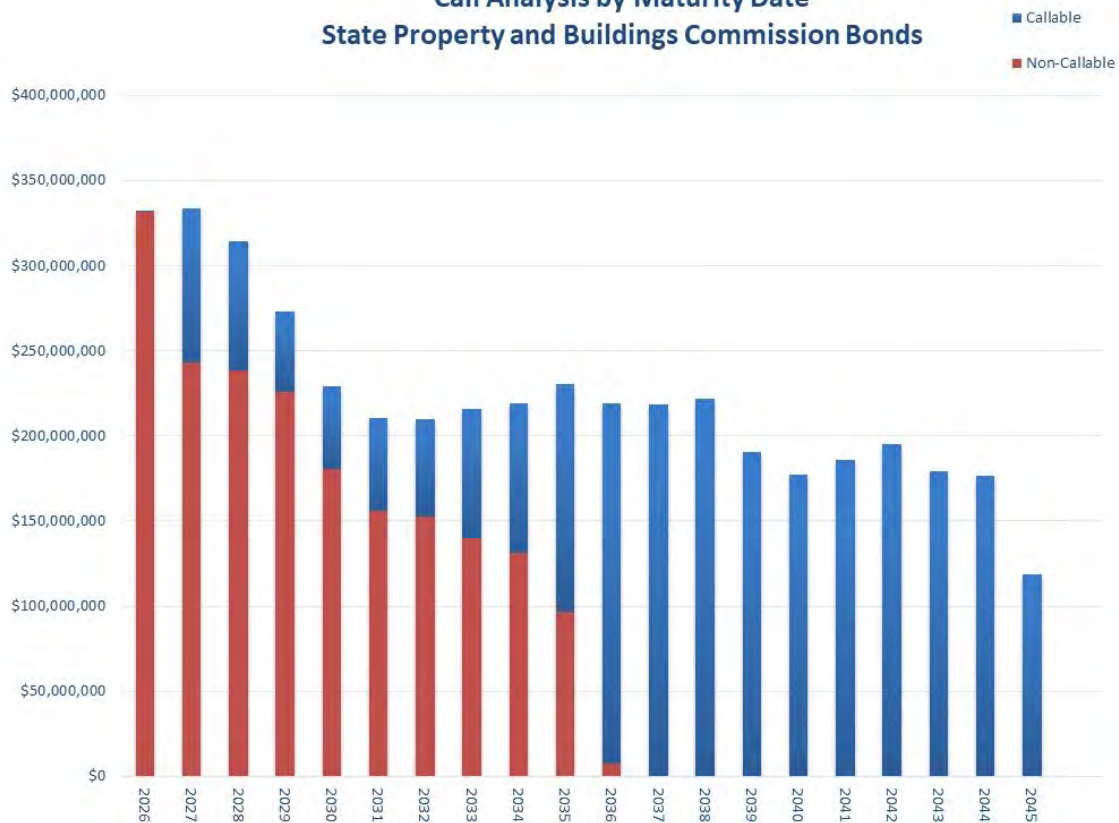
The bonds were sold on a tax-exempt basis through a negotiated sale with BofA Securities, Inc. serving as underwriter and Kutak Rock LLP as bond counsel. The bonds received ratings of Aa3 and AA- from Moody's Investors Service, Inc. and Fitch Ratings, respectively.

DEBT MANAGEMENT

Call Analysis by Call Date
State Property and Buildings Commission Bonds



Call Analysis by Maturity Date
State Property and Buildings Commission Bonds



DEBT MANAGEMENT

Looking Forward

Since January 1, 2018, federal tax law has prohibited tax-exempt advanced refunding bonds. In response, the Commonwealth has expanded its evaluation methods for identifying potential refunding candidates. The Commonwealth now considers and has executed advance refundings of its municipal bonds on a taxable basis through a forward delivery of tax-exempt bonds, convertible taxable to tax-exempt bonds, and tender and exchange transactions. Additional diligence and financial modeling are necessary to ensure economic savings in these transactions.

Road Fund

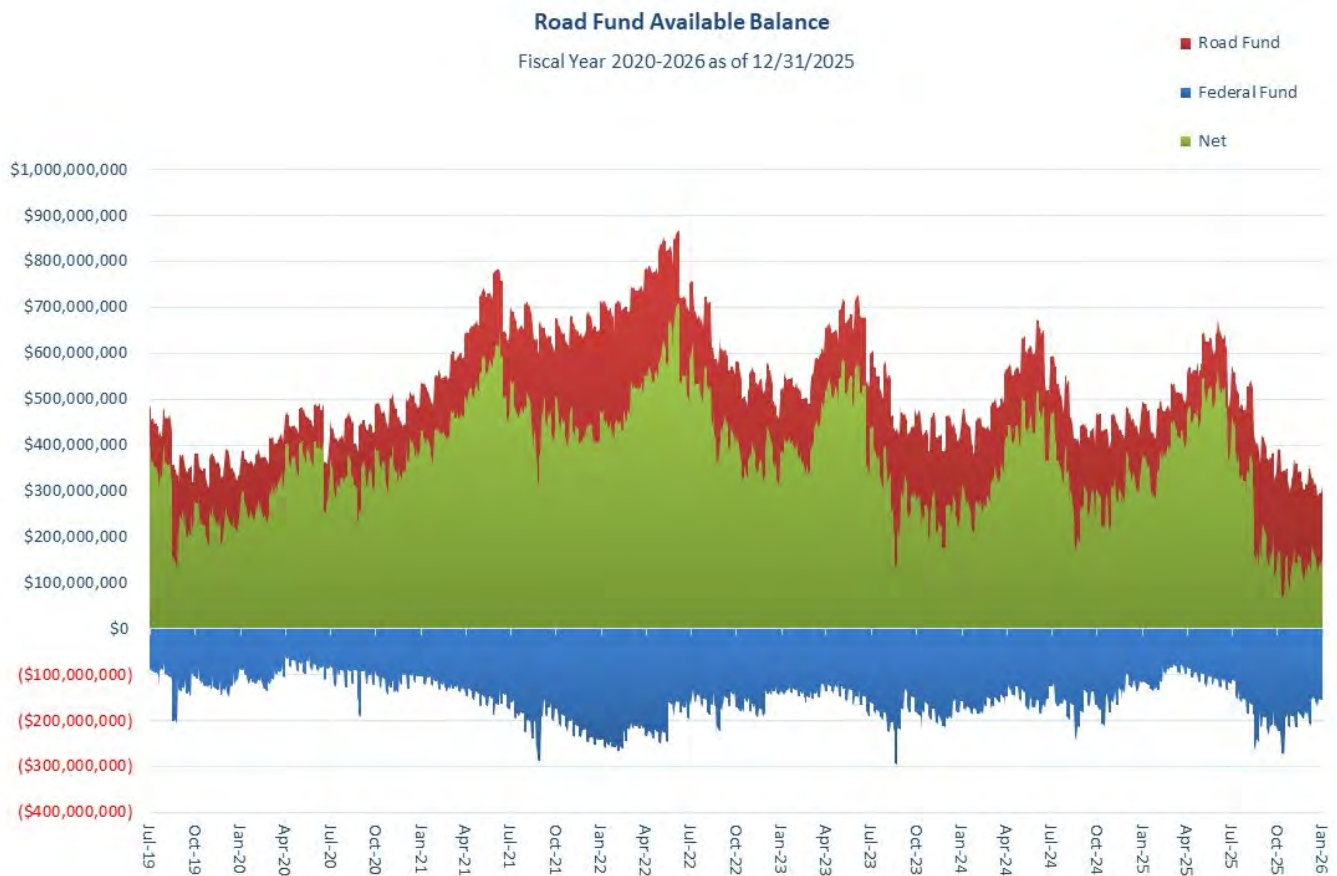
The net Road Fund average daily cash balance for the first half of Fiscal Year 2026 was \$201 million, compared to \$299 million for the first half of Fiscal Year 2025. The Road Fund cash was invested in the Intermediate Term Investment Pool, which had a duration of 0.72 years as of December 31, 2025.

The Road Fund earned \$4.00 million on a cash basis for the first half of Fiscal Year 2026, compared to \$8.84 million for the first half of Fiscal Year 2025. Road Fund earnings decreased year over year due to lower short-term rates. The continued relatively low level of investable balances at certain times during the fiscal year limits the investment opportunities.

As of December 31, 2025, the Turnpike Authority of Kentucky (“TAK”) had \$550.5 million of bonds outstanding with a weighted average coupon of 4.45% and an average life of 4.03 years.

Road Fund debt service expected to be paid in Fiscal Year 2026 is \$117.30 million, resulting in a net interest margin (investment income earned year-to-date less debt service paid) of negative \$113.30 million. This negative margin stems from the level of investable balances as well as the limited callability of fixed-rate obligations on the liability side.

DEBT MANAGEMENT



SUMMARY

During the reporting period for the 58th semi-annual report, the FOMC lowered the federal funds rate three times in the second half of 2025, reducing the target range to 3.50 percent to 3.75 percent. The FOMC has been balancing competing economic signals when determining whether to continue cutting rates, including a softening labor market that could benefit from lower rates, while inflation progress toward the 2 percent inflation target has stalled and tariffs pose potential upside risks to inflation. Treasury yields declined modestly and market volatility eased during the period, with the 2-year Treasury yield falling from 3.71 percent to 3.47 percent and the 10-year yield declining slightly from 4.23 percent to 4.17 percent. As a result of the rate cuts, the yield curve inversion has largely disappeared, and market expectations generally anticipate 1 – 2 additional rate cuts in 2026.

The cost of capital across the Commonwealth remained higher than the low-rate environment that existed prior to 2022. As a result of large cash balances, the state has maximized the benefit of the spread difference between tax-exempt borrowing and taxable investments to achieve investment returns.

ALCo's approach to managing the Commonwealth's interest-sensitive assets and interest-sensitive liabilities has provided flexibility and savings in financing the Commonwealth's capital construction program. ALCo continues to analyze potential opportunities for savings and evaluate new financing structures, which offer the Commonwealth the ability to diversify risk within its portfolio while taking advantage of

market demand for various new or unique products. The Commission also continues to monitor municipal bond market conditions and evaluate whether the interim financing program may provide an economic advantage when used in conjunction with fixed-rate bonds.

The balance of prior bond authorizations of the General Assembly from 2010 – 2025 totals more than \$5.18 billion, with outstanding debt of \$4.45 billion for SPBC, \$876.33 million for SFCC, \$78.0 million for ALCo GARVEEs, \$9.85 million for ALCo bonds, and \$550.54 million for Turnpike bonds. All bonds are continually monitored for potential refunding opportunities.

APPENDIX

APPENDIX A

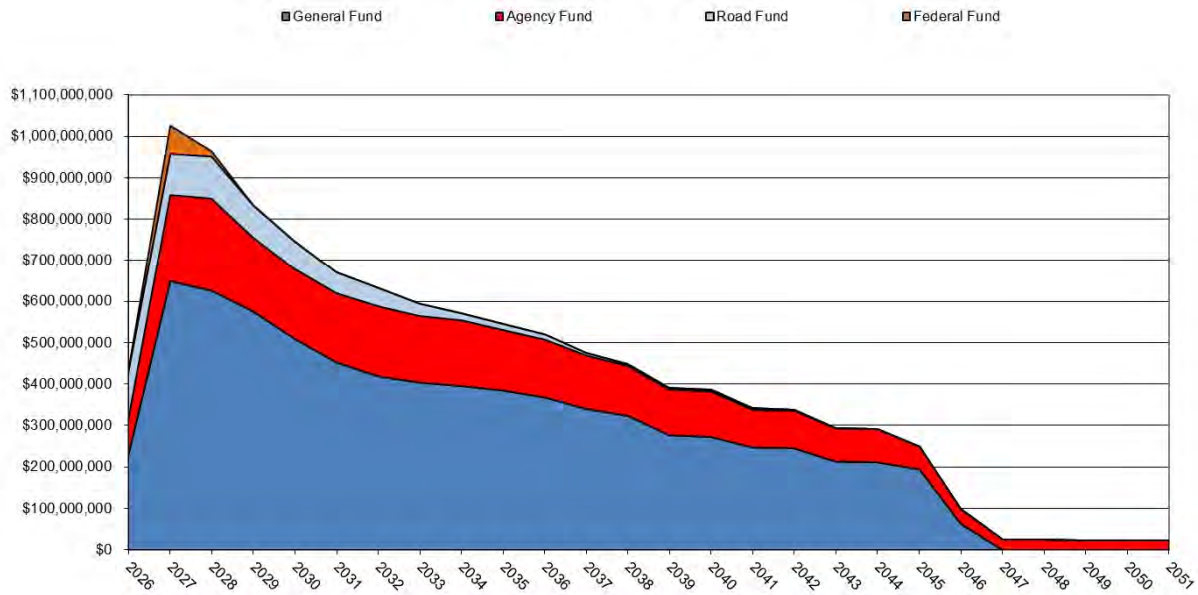
Corporate Credits Approved For Purchase

12/9/2025

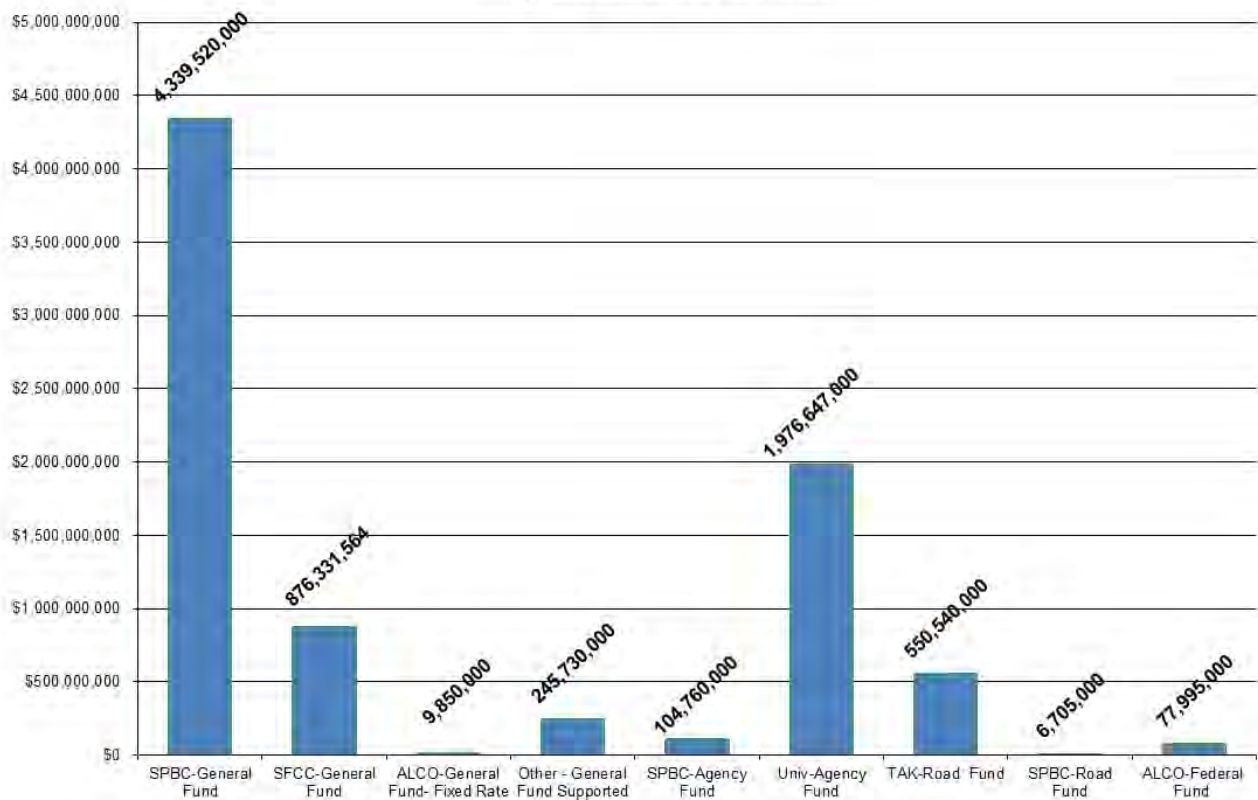
Company <u>Name</u>	Repurchase <u>Agreements</u>	Commercial <u>Paper</u>	<u>Bonds</u>
Apple Inc		Yes	Yes
Bank of America	Yes	No	No
Bank of Montreal	Yes	Yes	Yes
Bank of Nova Scotia	Yes	Yes	Yes
Bank of Tokyo-Mitsubishi UFJ		Yes	Yes
Berkshire Hathaway Inc		Yes	Yes
BNP Paribas Securities Corp	Yes	Yes	Yes
BNY Mellon NA		Yes	Yes
Canadian Imperial Bank of Comm		Yes	Yes
Cantor Fitzgerald	Yes	No	No
Chevron Corp		Yes	Yes
Cisco Systems Inc		Yes	Yes
Cooperatieve Rabobank		Yes	Yes
Cornell University		Yes	No
Costco Wholesale Corp		Yes	Yes
Deere & Co		Yes	Yes
Exxon Mobil Corp		Yes	Yes
Guggenheim Securities, LLC	Yes	No	No
Home Depot Inc		Yes	Yes
IBRD - World Bank		Yes	Yes
Johnson & Johnson		Yes	Yes
Linde PLC		Yes	Yes
Merck and Co Inc		Yes	Yes
Microsoft Corp		Yes	Yes
MUFG Bank Ltd/NY		Yes	Yes
Natixis SA/New York		Yes	Yes
Nestle Finance International		Yes	Yes
PepsiCo Inc		Yes	Yes
Pfizer Inc		Yes	Yes
Procter & Gamble Co/The		Yes	Yes
Royal Bank of Canada	Yes	Yes	Yes
Royal Dutch Shell PLC		Yes	Yes
Salvation Army		Yes	No
State Street Corp		Yes	Yes
Sumitomo Mitsui Trust Bank		Yes	Yes
Swedbank AB		Yes	Yes
Texas Instruments Inc.		Yes	Yes
Toronto-Dominion Bank/The		Yes	Yes
Total Energies		Yes	Yes
Toyota Motor Corp		Yes	Yes
Wal-Mart Stores Inc		Yes	Yes

APPENDIX B

Appropriation Supported Debt Service
by Fund Source as of 12/31/2025



Appropriation Debt Principal Outstanding
by Fund Source as of 12/31/2025



*This data does not include debt issued for judicial center projects and paid for by the Administrative Office of the Courts in the Court of Justice or debt issued by the Lexington-Fayette Urban County Government for the Eastern State Hospital.

APPENDIX C**COMMONWEALTH OF KENTUCKY
ASSET/LIABILITY COMMISSION
SCHEDULE OF NOTES OUTSTANDING
AS OF 12/31/2025**

FUND TYPE SERIES TITLE	AMOUNT ISSUED	DATE OF ISSUE	MATURITY DATE	PRINCIPAL OUTSTANDING
General Fund Project & Funding Notes				
2021 General Fund Refunding Project Notes	\$113,940,000	5/2021	11/2027	\$9,850,000
FUND TOTAL	\$113,940,000			\$9,850,000
Federal Hwy Trust Fund Project Notes				
2024 Refunding Notes FHTF	\$107,040,000	6/2024	9/2026	\$56,375,000
2025 Refunding Notes FHTF	\$21,720,000	6/2025	9/2027	\$21,620,000
FUND TOTAL	\$128,760,000			\$77,995,000
ALCo NOTES TOTAL	\$242,700,000			\$87,845,000

REPORT PREPARED BY:



Office of Financial
Management

Commonwealth of Kentucky
200 Mero Street, 5th Floor
Frankfort, KY 40622
<https://ofm.ky.gov>

Creating Financial Value for the Commonwealth

TEAM 
KENTUCKY



April 7, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Room 136, Capitol Annex
702 Capital Avenue
Frankfort, KY. 40601

Re: Report of Property Acquisition
Kentucky Community and Technical College System

Dear Co-Chairs Frommeyer and McPherson:

The Kentucky Community and Technical College System (KCTCS) respectfully reports to the Capital Projects and Bond Oversight Committee a land acquisition in excess of \$1,000,000 from the KCTCS Property Acquisition Pool within the 2024-2026 enacted budget. KCTCS has purchased 42 acres in Glasgow, KY for Southcentral KY Community and Technical College's new Health Campus. The total purchase price was \$2,324,952.68.

The reporting of this project to the Committee is pursuant to Part II, section 4 of the 2024-2026 Commonwealth Budget.

Should you have any questions, please feel free to contact Andy Casebier at 859-256-3287.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Kilburn", is written over a blue horizontal line.

Todd Kilburn
Chief Financial Officer

Cc: Dr. Ryan F. Quarles, KCTCS President
Carla Wright
Andy Casebier
Sandy Adkins
Adam Blevins



SFCC Quarterly Bond Issuance Report

	<u>Sale Date</u>	<u>SchoolDistrict</u>	<u>SFCC</u>	<u>Local</u>	<u>Par</u>	<u>Project Description</u>
<u>Q1 2026</u>						
	16-Jul-25	MEADE COUNTY SCHOOLS	73,002	50,771,998	50,845,000	Renovations to Meade Co High School
	30-Jul-25	RUSSELL INDEPENDENT SCHOOLS	473,009	3,651,991	4,125,000	HS & Vocational School Renovations
	31-Jul-25	HARLAN COUNTY SCHOOLS	615,000	0	615,000	Roof Replacement
	22-Jul-25	MCCRACKEN COUNTY SCHOOLS	1,187,272	18,532,728	19,720,000	CONCORD AND HEATH eLE ADDITIONS
	03-Sep-25	LUDLOW INDEPENDENT SCHOOLS	5,000,000	0	5,000,000	improvements and renovations to Ludlow H
	13-Aug-25	SIMPSON COUNTY SCHOOLS	583,573	11,141,427	11,725,000	Alternative School addition, Elementary
	10-Sep-25	MASON COUNTY SCHOOLS	723,039	626,961	1,350,000	Roof @ HS & Improvements at Charles Stra
	04-Sep-25	PIKE COUNTY SCHOOLS	820,000	0	820,000	Roof Replacement at Phelps HS
	25-Sep-25	LINCOLN COUNTY SCHOOLS	850,000	0	850,000	HS Renovations
	24-Sep-25	WASHINGTON COUNTY SCHOOLS	287,699	7,232,301	7,520,000	Athletic Improvements at New HS Final Ph
<u>Q2 2026</u>						
	09-Oct-25	KNOTT COUNTY SCHOOLS	585,000	0	585,000	HS Improvements
	27-Oct-25	KNOX COUNTY SCHOOLS	975,000	0	975,000	MS Improvements
	05-Nov-25	WHITLEY COUNTY SCHOOLS	450,000	0	450,000	Whitley Central Primary Improvements
	12-Nov-25	WAYNE COUNTY SCHOOLS	1,217,019	13,867,981	15,085,000	New Walker Early Learning Center
	20-Nov-25	DANVILLE INDEPENDENT SCHOOLS	414,153	6,895,847	7,310,000	HS Roof Project & Bates MS Renovations
	25-Nov-25	EDMONSON COUNTY SCHOOLS	998,806	23,706,194	24,705,000	New Kyrock ES
	02-Dec-25	FLOYD COUNTY SCHOOLS	2,865,000	-	2,865,000	Improvements at Betsy Lane
	03-Dec-25	ALLEN COUNTY SCHOOLS	850,000	-	850,000	Allen Co HS Renovations
	04-Dec-25	MURRAY INDEPENDENT SCHOOLS	600,000	-	600,000	Land Purchase for new ES
	09-Dec-25	SPENCER COUNTY SCHOOLS	867,997	32,332,003	33,200,000	GO Bonds District wide improvements
	16-Dec-25	JACKSON COUNTY SCHOOLS	300,000	-	300,000	MS Improvements
	18-Dec-25	AUGUSTA INDEPENDENT SCHOOLS	454,773	4,120,227	4,575,000	New GYM Phase 1
<u>Q2 2026</u>	13-Nov-25	JEFFERSON COUNTY SCHOOLS	9,290,000	0	9,290,000	GO Refunding of 2015A Bonds
<u>Refunding</u>						NPV Savings 7.17% \$725,577
<u>Q3 2026</u>						
	07-Jan-26	MONROE COUNTY SCHOOLS	530,748	11,644,252	12,175,000	Auditorium
	24-Feb-26	BRECKINRIDGE COUNTY SCHOOLS	8,875,184	40,024,816	48,900,000	New MS
	04-Mar-26	LEWIS COUNTY SCHOOLS	157,843	2,717,157	2,875,000	Roof Improvements
	12-Mar-26	CAVERNA INDEPNENT SCHOOLS	238,834	1,571,186	1,810,000	District wide Improvments
	19-Mar-26	BREATHITT COUNTY SCHOOLS	356,558	2,943,442	3,300,000	HS & ES Roof Replacement
	24-Mar-26	ASHLAND INDEPENDENT SCHOOLS	1,442,271	3,227,729	4,670,000	Poage ES Improvements
	26-Mar-26	ROWAN COUNTY SCHOOLS	1,034,466	1,770,534	2,805,000	HVAC Improvements McBrayer ES