Request for Proposal
UK-1774-18
Proposal Due Date – 07/21/2017

REPLACE GREEK HOUSING - ALPHA GAMMA RHO FRATERNITY
DESIGN/BUILD SERVICES

Project No. 2384.0
REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-1774-18
Issue Date: 6/15/2017
Title: Replace Greek Housing – Alpha Gamma Rho
Purchasing Officer: Mike Mudd
Phone: 859-257-5409
RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 07/21/2017 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS
1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/construct.htm, 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 KRS45A.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.: ____________________________
SIGNATURE: ____________________________
DATE: ____________________________
Table of Contents

1.0 DEFINITIONS ........................................................................................................................... 6

2.0 GENERAL OVERVIEW ............................................................................................................. 7
  2.1 Intent and Scope .................................................................................................................. 7
  2.2 Background Information ....................................................................................................... 8
  2.3 University Information ......................................................................................................... 8

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/Interviews ......................................................................................... 12
  3.5 Preparation of Offers ........................................................................................................ 13
  3.6 Proposed Deviations from the RFP .................................................................................... 13
  3.7 Proposal Submission and Deadline - Phase 1 .................................................................... 13
  3.8 Addenda ............................................................................................................................. 13
  3.9 Offeror Response and Proprietary Information ................................................................... 13
  3.10 Restrictions on Communications with University Staff .................................................... 14
  3.11 Cost of Preparing Proposal ............................................................................................. 14
  3.12 Disposition of Proposals .................................................................................................. 14
  3.13 Questions ........................................................................................................................... 14
  3.14 Section Titles in the RFP .................................................................................................. 14
  3.15 No Contingent Fees .......................................................................................................... 15
  3.16 Proposal Addenda and Rules for Withdrawal .................................................................. 15

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 ......................................................................................................................... 16
  4.3 Transmittal Letter ............................................................................................................... 16
  4.4 Executive Summary and Proposal Overview ...................................................................... 17
  4.5 Criteria 1 - Offeror Qualifications ....................................................................................... 17
  4.6 Criteria 2 – Project Team Qualifications ............................................................................. 17
  4.7 Criteria 3 – Services Defined ............................................................................................. 17
4.8 Criteria 4 – Scheduling Ability ................................................................. 18
4.8 Criteria 5 – Quality Control and Management Program .......................... 18
5.0 EVALUATION CRITERIA PROCESS ....................................................... 19
6.0 TERMS and CONDITIONS ....................................................................... 21
  6.1 General Conditions ................................................................................ 21
  6.2 Bonding .................................................................................................. 21
  6.3 Contract .................................................................................................. 21
  6.4 Diversity Participation ............................................................................. 21
  6.5 Additions, Deletions or Contract Changes ............................................. 21
  6.6 Competitive Negotiation ...................................................................... 22
  6.7 Appearance before Committee .............................................................. 22
  6.8 Acceptance or Rejection and Award of Proposal ............................... 22
  6.9 Design/Builder Cooperation in Related Efforts ................................... 22
  6.10 Modification or Withdrawal of Offer ................................................ 22
  6.11 Rejection ............................................................................................. 23
  6.12 Design/Builder Responsibility ............................................................ 23
  6.13 Method of Award ............................................................................... 23
7.0 SCOPE OF SERVICES – ........................................................................... 24
  7.1 Design/Builder Services Defined ......................................................... 24
  7.2 Detailed Services Defined ..................................................................... 24
  7.3 Detailed Services Defined ..................................................................... 27
  7.4 Construction Phase Services ............................................................... 27
  7.5 Special Conditions ............................................................................... 28
  7.6 Post Construction Phase Services ....................................................... 37
  7.6 Compliance With State Laws .............................................................. 38
8.0 FINANCIAL OFFER SUMMARY FORM ............................................... 39

Attachments
Attachment A - Alpha Gamma Rho Fraternity House Bridging Documents Outline Specifications
Attachment B - Greek Park Design Standards dated June 2017
Attachment C - Geotechnical Exploration Report from S&ME for Alpha Gamma Rho
Attachment D – General Conditions
Attachment E – Payment, Performance Bonds, and Workman Compensation Affidavit
Attachment F – Agreement
Attachment G – Diversity Participation
Drawings

S&ME

Drawing 1  Topographic Survey

EOP Architects Bridging documents:

A0.10   Wall Types
A1.00   Site Plan
A1.10   1st Floor Plan
A1.20   2nd Floor Plan
A1.30   Attic Floor Plan
A1.40   Roof Plan
A1.53   Kitchen Plan
A3.01   Building Elevations
A3.02   Building Elevations
A4.01   Building Sections
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/offerors’ response to this RFP.

The term "offeror" means the entity design/builder or contractor group submitting the proposal.

The term "design/builder" or "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 Design/Build firm to provide all final design and construction services for an approximately 21,500 Square Foot AGR Fraternity House to be located in the University of Kentucky Greek Park near the Campus of the University of Kentucky, in Lexington, Kentucky at the corner of Rose Lane and Woodland Ave. House includes 17 2-bed units and 2 4-bed ADA units for a total of 42 beds, supported by living and study areas, as well as an in-house kitchen and dining area to serve residents of the house.

The design/build firm selected would provide all design and construction services necessary to construct the facility in accordance with the guidelines, standards and limitations contained in the Request for Proposal.

The total amount of funds identified for the construction of this project is $5,700,000.00. In addition the University intends to purchase $300,000.00 for FFE. For a total project budget of $6,000,000.00 (Note: Floor Plans say Furniture is not in contract (NIC))

The University retained the services of the following firm to prepare the bridging documents used in preparing this RFP. The firm involved is EOP Architects of Lexington, Kentucky. These bridging documents are limited to architectural drawings and narrative descriptions of building components and systems as follows:

**S&ME**

Drawing 1  Topographic Survey

**EOP Architects Bridging documents:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A0.10</td>
<td>Wall Types</td>
</tr>
<tr>
<td>A1.00</td>
<td>Site Plan</td>
</tr>
<tr>
<td>A1.10</td>
<td>1st Floor Plan</td>
</tr>
<tr>
<td>A1.20</td>
<td>2nd Floor Plan</td>
</tr>
<tr>
<td>A1.30</td>
<td>Attic Floor Plan</td>
</tr>
<tr>
<td>A1.40</td>
<td>Roof Plan</td>
</tr>
<tr>
<td>A1.53</td>
<td>Kitchen Plan</td>
</tr>
<tr>
<td>A3.01</td>
<td>Building Elevations</td>
</tr>
<tr>
<td>A3.02</td>
<td>Building Elevations</td>
</tr>
<tr>
<td>A4.01</td>
<td>Building Sections</td>
</tr>
</tbody>
</table>

Attachment A - Alpha Gamma Rho Fraternity House Bridging Documents Outline Specifications

Attachment B - Edited version of the “Greek Park Design Standards”

Attachment C – Geotechnical Exploration Report from S&ME for Alpha Gamma Rho that is provided for the convenience of the Design/Builder and are provided for informational purposes only. Interpretations are at the risk of the Design/Builder.

EOP Architects will retain its title as Design Architect for the project; however, the Design/Builder’s architect will become the Architect of Record and will be responsible for the final construction
documents, details, specifications, plan review submittals, construction contract administration and project closeout and warranty.

EOP Architects will not be responsible for the design-builders final construction documents. EOP Architects will not stamp or seal any drawings. Structural, MEP, fire protection and any other non-architectural drawings are not included as part of the bridging documents.

Please refer to Section 7.0 Scope of Services for additional information.

Finally, A Pre-Proposal Conference will be held in Lexington, Kentucky on 06/29/2017 at 10:00 a.m. The meeting location is in the UK Athletic Association Auditorium of the WT Young Library to allow prospective Design/Build firms an opportunity to ask questions, and clarify the University’s expectations. Refer to Section 3.3 of this RFP for additional information.

2.2 Background Information

The Alpha Gamma Rho (AGR) fraternity originally leased a house located on University property at 700 Woodland Avenue. The University desired to relocate AGR in order to build the Lewis Hall Honors Residence Hall. The University and AGR entered into an agreement to construct a facility located on University owned land at the corner of Rose Lane and Woodland Avenue for the purpose of housing AGR members.

At its June 2015 meeting, the University Board of Trustees approved a capital project for $6,000,000 financed through a combination of private funds and an internal loan to construct a facility to house AGR members including living and dining areas, a commercial kitchen, laundry area, study room and a house mother’s apartment.

In April 2016, the University issued an Invitation to Bid to construct the AGR Fraternity House. All bids received exceeded the project budget and the Invitation to Bid was closed without an award. Subsequently, AGR, in an effort to pursue private financing of the facility, engaged a contractor to design and build a facility within the project budget. Since University funds will be utilized to in the construction of the facility and since the University will ultimately own it the determination was made that the construction would require a competitive solicitation.

The contractor engaged by AGR may elect to submit a bid in response to this Design/Build Request for Proposals. Thus, in order to ensure an equitable solicitation process, the University will add the amount paid by AGR to the contractor’s evaluated financial offer should the contractor be invited to Phase 2 of the process. That amount is $232,500.00. Furthermore, the University intends to allow sufficient time throughout the solicitation process to all potential offerors the opportunity to prepare accurate and competitive proposals.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship Research University. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.
Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.
Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
<thead>
<tr>
<th>PHASE 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>Wed. 6/21/2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference at 10:00 AM</td>
<td>Thur., 6/29/2017</td>
</tr>
<tr>
<td>Deadline for Written Questions Phase 1</td>
<td>Fri., 7/07/2017</td>
</tr>
<tr>
<td>RFP Proposals Due Date at 3:00 PM</td>
<td>Fri., 7/21/2017</td>
</tr>
<tr>
<td>Evaluation of Phase 1 Proposals</td>
<td>Fri., 7/26/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 2*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Notification of Phase 2 Finalist</td>
<td>Mon., 7/26/2017</td>
</tr>
<tr>
<td>Deadline for Written Questions from Phase 2 Finalist</td>
<td>Mon., 7/31/2017</td>
</tr>
<tr>
<td>Offeror Presentations/Interviews from Phase 2 Finalist</td>
<td>Week of 9/25/17</td>
</tr>
<tr>
<td>Offeror Financial Proposal</td>
<td>Week of 9/25/17</td>
</tr>
<tr>
<td>Contract Award</td>
<td>Week of 10/02/17</td>
</tr>
</tbody>
</table>

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Mike Mudd  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
411 South Limestone St.  
Lexington, KY 40506-0005  
Phone: (859) 257-5409  
E-mail: mikemudd2@uky.edu
All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 **Pre-Proposal Conference**

A Pre-Proposal Conference will be held in Lexington, Kentucky on **06/29/2017 at 10:00 a.m.** The meeting location is in the **UK Athletic Association Auditorium of the WT Young Library**. Visitor parking at the University is not readily obtainable, but a limited number of spaces are available in parking structure #5. Visitors are responsible for obtaining their own legal parking space and for payment of parking fees and any parking fines or towing charges that may incur.

For directions to WT Young library refer to the following link:
http://libraries.uky.edu/page.php?lweb_id=25&ltab_id=95

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

- Attendance at the pre-proposal conference is optional but strongly encouraged. At this conference, the scope of services will be discussed in detail and copies of prior year financial reports will be distributed.
- Decisions and clarifications discussed at this meeting will not be incorporated into the bid documents unless submitted in writing and responded to by an addendum issued no later than seven (7) days prior to bidding.

**Note:** No transcript or report of Pre-Bid Conference will be provided.

3.4 **Offeror Presentations/Interviews**

All Phase 2 Finalists shall be required to make a presentation/interviews to the evaluation committee. The interviews are scheduled to be held the **week of 9/25/2017**. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

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

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

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

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

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.

3.7 **Proposal Submission and Deadline - Phase 1**

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:

- One (1) copy on an electronic storage device clearly marked with the proposal number and name, firm name and what is included (technical) and six (6) printed copies of each technical proposal under a sealed cover

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

3.8 **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.

3.9 **Offeror Response and Proprietary Information**

The Request for Proposal 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 a valid proposal for six (6) months after the proposal due date.

The University of Kentucky 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.

3.10 Restrictions on Communications with University Staff

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 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.

3.12 Disposition of Proposals

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

3.13 Questions

All questions for Phase 1 should be submitted in writing to Mike Mudd and Suellen Bowling no later than 07/07/17. Please address e-mail to mikemudd2@uky.edu and sbowlin@uky.edu.

3.14 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.
3.15 **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.

3.16 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

• Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
• Transmittal Letter
• Executive Summary and Proposal Overview
• Criteria 1 – Offeror Qualifications
• Criteria 2 – Project Team Qualifications
• Criteria 3 – Services Defined
• Criteria 4 – Scheduling Ability
• Criteria 5 – Quality Control and Management Program

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.
4.4 **Executive Summary and Proposal Overview**

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

4.5 **Criteria 1 - Offeror Qualifications**

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

a) Please provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, and the ownership.

b) Please provide an executive summary profile of your firm indicating the total annual volume of work; an overview of the firms' resources; the approximate percentage of University related work versus other project types; a breakdown of your firms' volume relative to Design/Build, General Contractor or Construction Management.

c) Provide an organizational chart of your firm including all team members outside 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 or team members had a contract terminated for default in the last five years? If so, describe such incident.

e) Indicate any other experience that demonstrates the Offeror qualifications for the performance of this contract.

4.6 **Criteria 2 – Project Team Qualifications**

a) Please provide an organization chart, resumes of key team members, and brief description of roles and responsibilities. Include projects completed by your team members that best represent your teams’ ability to perform their respective roles.

b) The DESIGN BUILDER must commit that staff identified in your proposal will actually perform the assigned work and be committed for the duration. Describe the level of commitment and the ability your firm has regarding this assurance and the stability of the proposed team.

4.7 **Criteria 3 – Services Defined**

a) The DESIGN BUILDER 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 DESIGN BUILDER's knowledge of projects of similar scale and complexity and the DESIGN BUILDER's knowledge of the requirements, demands, and constraints of this project.

d) Describe your firm's strategy for achieving DBE participation as well as your strategy to promote local trade, contractor, and vendor participation this project. (Refer to Attachment G)

4.8 Criteria 4 – Scheduling Ability

Explain how your firm/team approaches scheduling and schedule maintenance to assure a successful on time completion of the design and construction phases.

4.8 Criteria 5 – Quality Control and Management Program

Describe how your firm will manage and ensure a quality product.
5.0 **EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The University of Kentucky will use a multi-phase evaluation process as outlined below.

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.1 through 4.9. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in the Transmittal Letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

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

**Phase 1 Evaluation Process and Scoring**

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

A minimum score to proceed to Phase 2 is 75.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications - Firm</td>
<td>20</td>
</tr>
<tr>
<td>Project Team Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Services Defined</td>
<td>30</td>
</tr>
<tr>
<td>Scheduling Ability</td>
<td>10</td>
</tr>
<tr>
<td>Quality Control and Management Program</td>
<td>10</td>
</tr>
<tr>
<td>Maximum Points available for Phase 1</td>
<td>100</td>
</tr>
</tbody>
</table>

**Phase 2 Evaluation Process and Scoring**

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

**Phase 2 Step 1** - The Phase 2 Presentations and any additional information supplied by the finalist shall be evaluated and ranked by the evaluation committee members, who shall not have knowledge of the Financial Proposal component. Each evaluator shall independently evaluate the Phase 2 non price offers and indicate a ranking (1st, 2nd, 3rd, etc…).
The evaluation committee shall then discuss and determine the ranking for each Offeror. The relative weight and available points/score of the criteria for Phase 2 Step 1 is defined below:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Points/Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>100 Points</td>
</tr>
<tr>
<td>2nd</td>
<td>75 Points</td>
</tr>
<tr>
<td>3rd</td>
<td>50 Points</td>
</tr>
<tr>
<td>4th or below</td>
<td>25 Points</td>
</tr>
</tbody>
</table>

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

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

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

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

\[
\text{Lowest price} \times 200 = \text{Offeror’s Financial Score}
\]

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

\[
\text{Non Price Score (Phase 1 and Phase 2)} + \text{Offeror’s Financial Score} = \text{Offeror’s Total Score}
\]

**Total Evaluation Scoring**

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

| Maximum Financial Proposal Point/Score | 200 (50%) |
| Maximum Non Price Points/Score for Phase 1 and Phase 2 | 200 (50%) |
| Maximum Points available for Financial and Non Price Score | 400 Points |
6.0 TERMS and CONDITIONS

6.1 General Conditions

The General Conditions of the Contract for Construction by a Design/Builder are attached as Attachment “D”.

6.2 Bonding

A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the RFP and/or General Conditions.

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond as defined in the Agreement, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void.

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

The Payment and Performance Bonds documents are attached as Attachment “E”

6.3 Contract

The Contract between University of Kentucky and Design/Builder at Risk are attached as Attachment “F”.

6.4 Diversity Participation

The University of Kentucky requests all potential contractors to make a concerted effort to include Diversity-Owned (DBE), Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.

The Participation Goals are attached as Attachment “G”

6.5 Additions, Deletions or Contract Changes

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

It is the intent of the Request for Proposal (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 amendments, 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.

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

6.7 \textbf{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. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.8 \textbf{Acceptance or Rejection and Award of Proposal}

The University of Kentucky reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

6.9 \textbf{Design/Builder Cooperation in Related Efforts}

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

6.10 \textbf{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 his authorized representative, provided his identity is made known and he 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.
6.11 **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 Request for Proposal.

An offer imposing 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 Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.

Proposals received after the closing date and time specified in the RFP.

6.12 **Design/Builder 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.

6.13 **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 contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.
7.0 SCOPE OF SERVICES –

7.1 Design/Builder Services Defined

The Design/Builder (DESIGN BUILDER) will provide the following services:

- Design Phase Services
- Construction, including Acceptance
- Post Construction, including Warranty.

The DESIGN BUILDER, in consultation with the University, will recommend the Design deliverables based on the agreed project schedule consistent with Bid Packages necessary to complete the construction within the specified time.

**Preliminary Project Schedule:**

The proposed schedule for this project is to meet the requirements of substantial completion as soon as possible. The Design Builder proposed schedule will be part of the evaluation in Phase 2.

*Do not include your schedule as part of the Proposal for Phase 1.*

7.2 Detailed Services Defined

**Design Phase Services**

The Design/Builder (D/B) is required to have an active email account to facilitate coordination of the project during all phases and warranty.

To facilitate project construction coordination between the Design/Builder and the University of Kentucky, UK Capital Project Management Division (CPMD) is hosting an Internet/Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Design/Builder shall participate in the use of the WPMS (E-Communication) providing collaboration between University and the D/B.

The University shall provide the D/B user accounts, as needed and appropriate training for the WPMS. Utilization of, and training in the use of, the WPMS will be arranged and supervised by the University.

All participants are required to have access to the internet and recent versions of Microsoft Internet Explorer, Google Chrome, or Firefox browsers. A broadband connection to the internet (e.g. Cable modem, ISDN, DSL) is recommended, but not required.

The WPMS shall be utilized for the following functions, as a minimum: Closeouts, Invoices, Contract, Defective Work in Place Log, Meeting Minutes, Pay Applications, CO’s, Punch Lists, Reports, Equipment List, Schedules and Submittals.
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.

Review any proposed program changes from what is represented by the Bridging Documents to ascertain the requirements of the Project. Review and confirm the understanding of these requirements and other design parameters with the University.

Review with the University site use and improvements; selection of materials, building systems and equipment; and construction methods.

Submit a narrative introduction summarizing the project and provide calculations used to evaluate stormwater collection and conveyance capacity in an Executive Summary, for either Redevelopment or New Construction, form to be provided by UK CPMD Project Manager. Regardless of project area, at the submission of Design Development Documents, the University requires, a digital copy in PDF format of the SWPPP erosion control plan and any geotechnical drawings and reports. For projects disturbing one (1) acre or more provide verification of compliance with all post construction stormwater quality standards, complying with the University's Official Design Standards, including State DOW requirements, and LFUCG’s current edition "Stormwater Manual".

Provide Adobe PDF's of the floor plans with the proposed room numbering system, complying with the University’s Official Design Standards for Room Numbering, section 003150S04 Renumbering Rooms, for review and approval by the University. The approved room numbers then become the basis for the room finish schedule, equipment schedule, etc. If during design or construction there are changes to the floor plans which impact the approved room numbering, then the approval of the room numbering will be void, and a new submission for room numbering approval is required before proceeding to the next phase.

Submit one digital copy in PDF format of the Phase final drawings, technical specifications to the University for review. All submittal documents should be clearly marked as "CONSTRUCTION DOCUMENTS REVIEW SUBMITTAL". The University shall review these documents and notify the D/B in writing of any modifications, corrections or any other conditions required for final approval. Upon receipt of the D/B's written response to the University's review comments, the University Project Manager will notify the D/B in writing of approval of the documents with authorization to proceed to the next phase.

As appropriate and prior to construction submit copies of the Design Documents to all known governmental agencies having jurisdiction (AHJ) for review and approval. The D/B is responsible for any fees/permit costs and for securing final approvals from the AHJ.

D/B shall submit complete close-out and submittal logs in E-Communication, or WPMS, including description of all deliverables to be submitted prior to substantial completion. Complete logs shall be created and entered in the database during design phase.

The Architect of Record shall furnish observation of workmanship and materials; check Contractor's periodic Applications for Payment, certifying to the University the proper amount of payments due the Contractors; prepare supplementary drawings as needed to more fully explain the Contract documents; and prepare orders for changes in the work when such changes are approved by the University. All such observations and other services shall be in accordance with the professional standards appropriate for the type of project provided for by this agreement, as well as in accordance
with the statements of quality included in the response to the solicitation for design/build services for the project, and shall comply with the specific requirements enumerated below, but not be limited by them.

The Architect of Record shall receive Contractor's submittals such as shop drawings, product data and samples and shall review and approve or take other appropriate action upon them, for conformance with the drawing specifications and design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

After receipt of all product material samples for the Project from the Contractors, the Architect of Record shall prepare a finishes sample board for review and approval by the University. This board shall include samples of all materials and colors, including furniture finishes and fabrics, proposed by the Consultant for use in the Project.

As required by Statute, during the progress of construction of the Project, the Architect of Record shall make periodic visits of the Project at intervals appropriate to the stage of construction, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. During normal progress of construction, the Architect of Record, and the consultants employed by him, shall make such site visits no less frequently than once a month, and more often when necessary. The Architect of Record shall have the authority, and shall reject any work which does not conform to the Contract Documents, and may require additional evaluation or testing of the Work in accordance with the provisions of the Contract Documents.

The Architect of Record shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Architect of Records work product.

Upon completion of construction, the D/B shall make changes to the original drawings, incorporating all ASI's; Change Orders; RFI's; Shop Drawings, as well as the Contractor As-Built where modifications to the project were made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project. The D/B shall certify that the Architect of Record has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. D/B shall then submit (1) physical copy and upload (1) digital copy in eComm of the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible.

If drawings are CAD (.dwg, .dxr, .dxb or equivalent) produced, upon completion of construction, the D/B shall make changes to the CAD drawings, incorporating all ASI's; Change Orders; RFI's; Shop Drawings, as well as the Contractor As-Built where modifications to the project were made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project and shall certify that Consultant has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. D/B shall then submit one (1) physical copy and upload one (1) digital copy in eComm of the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible. Submit one (1) full set of Bond reproducible of the CAD documents and CDs containing the entire set of Project Drawings in a DWG format. All X-refs, raster images, special text, shape files, etc. shall be included with the drawings. The consultant is advised to "E-transmit" to remove paths and package the drawing in a readable manner. The consultant does not need to include common ACAD text or shape files.
7.3 **Detailed Services Defined**

The architectural work, drawings, specifications and other documents or things prepared by the D/B and its team shall become and be the sole property of the University. The D/B shall be permitted to retain copies thereof for its records.

7.4 **Construction Phase Services**

The DESIGN BUILDER shall:

1) Enter into direct contracts with all Trade Contractors and Suppliers.

2) Assume the responsibility for the overall administration of construction contracts.

3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality and contract compliance of the trade contractors and suppliers.

4) Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.

5) Develop and maintain a detailed master construction schedule.

6) Request pricing, review and negotiate costs, and make recommendations on all necessary changes to the contracts and/or purchase orders. The contract between the DESIGN BUILDER and the University shall be amended by change order.

7) Coordinate construction interfaces, methods, techniques, and sequences.

8) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.

9) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc... Prepare Budget Cost Summary Reports as required but no less frequently than monthly.

10) Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner's orientation and familiarization, training of Owner's personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.

11) Represent the owner, moderate, seek solutions, make recommendations or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.

12) Develop and maintain electronic systems for reporting and retrieval of project information via UK's E-Comm System.
7.5 Special Conditions

UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A DESIGN BUILDER

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 FIELD CONDITIONS

2.1 Design Builder 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 their bid. No allowance shall be made for failure of the Design Builder to obtain such site information prior to submitting their proposal, and no adjustment to the Design Builder’s Contract amount or stipulated time for completion shall be allowed when due to failure by the Design Builder to do so.

ARTICLE 03 DESIGN BUILDER

3.1 Wherever in these Contract Documents reference is made to the Design Builder, it shall be understood to mean _____________________________(INSERT FIRM NAME) or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 04 GEOTECHNICAL REPORT

4.1 The Sub-Surface Geotechnical Report was prepared by S&ME, INC. The report is included within these documents for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the Design Builder’s information but do not represent a warranty of subsurface conditions. The Owner nor the Design Builder will not be responsible for interpretations or conclusions drawn from this report by the Design Builder. This data is made available solely for the convenience of the Design Builder.

ARTICLE 05 TIME FOR COMPLETION

5.1 The time for Substantial Completion (as further defined in Article 1 of the General Conditions) for each phase of Work shall be as stipulated below and as specified in the Work Order letter, and Final Completion for each phase shall be thirty (30) days thereafter.
ARTICLE 06 LIQUIDATED DAMAGES

6.1 Should the Design Builder 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 Four Hundred Dollars ($400.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

6.2 Should the Design Builder 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 Two Hundred Dollars ($200.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 07 PLANS, DRAWINGS, AND SPECIFICATIONS

7.1 The University will provide (minimum of two) sets of the ‘Official Contract Documents’ book to the successful Design Builder. One (1) set is to be for his office and the other set is for the jobsite.

7.2 Design Builder will be required to pay for cost of duplication for all sets required over and above this amount. Payments for Plans, Specifications and Official Contract Documents must be made to Lynn Imaging, Lexington, Kentucky (http://www.ukplanroom.com/ or phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

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

ARTICLE 08 PROGRESS MEETINGS

8.1 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, Design Builder’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.

8.2 Design Builder shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.
8.3 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 Design Builder.
3. Major Sub-contractors.
4. Others requested to attend (as deemed necessary by CPMD).
5. Physical Plant Division Representative

8.4 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 Design Builder.

ARTICLE 09 WALK-THROUGH

9.1 After the "Work Order Letter" is issued but before Work by the Design Builder 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 Design Builder to schedule the walk-through with the Owner's Project Manager, the Design Builder, and other interested parties.

9.2 During the walk-through, Design Builder shall identify all damaged surfaces or other defective items that exist prior to construction.

9.3 The walk-through shall be attended by Owner’s Project Manager and the Design Builder.

9.4 Written documentation of the walk-through is to be provided by the Design Builder with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Design Builder and one (1) copy of such photographs are to be given to the Owner. (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 10 FIELD OFFICE

10.1 Design Builder shall make his own provision for field office for his own personnel and for incidental use by their Sub-contractors. Quantity and location are subject to approval of the Design Builder and the Owner's Project Manager.

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

ARTICLE 11 TELEPHONE SERVICE

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

ARTICLE 12 CONSTRUCTION FENCE

12.1 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.

12.1.1 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. Design Builder 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.

12.1.2 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.

12.1.3 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the Design Builder’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.

12.1.4 It shall be the Design Builder’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 six (6) months or more a green fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one (1) section of fencing where blind corners occur or at pedestrian/vehicle intersections.

12.1.5 The Design Builder shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Design Builder 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.

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

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

ARTICLE 13 PROJECT SIGN

13.2 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Owner’s Project Manager. No political signs will be permitted.
ARTICLE 14 PARKING

14.1 The University of Kentucky will make available for purchase by the Design Builder 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 Design Builder to be used by the Contractor and/or the Contractor’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.

14.2 The Director, Parking and Transportation Services, or a designee will determine if parking is available for employees of the Contractor and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Contractor 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 15 SANITARY FACILITIES

15.1 At the beginning of the Project, before any Work is started, the Design Builder shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 16 RULES OF MEASUREMENT

16.1 The Design Builder shall pay for and coordinate all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

ARTICLE 17 ALLOWANCES

17.1 As stated in the General Conditions to the Contract, the Design Builder 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.

ARTICLE 18 SEQUENCE OF CONSTRUCTION

18.1 DESIGN BUILDER/PROJECT MANAGER TO INSERT INFORMATION HERE IF CONSTRUCTION MUST BE SEQUENCED IN A SPECIFIC MANNER.

18.2 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.
18.2.1 The Design Builder 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.

18.3 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 Design Builder 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 Design Builder is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, prior arrangements must be made with the Owner's Project Manager.

18.4 The Design Builder shall cooperate with the Owner to minimize inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Design Builder 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.

18.5 Special effort shall be made by the Design Builder 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 19 CRANE & MATERIAL HOIST OPERATIONS

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

19.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours. Design Builder 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).

19.3 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 the Owner.

ARTICLE 20 CLEANING AND TRASH REMOVAL

20.1 The Design Builder 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.

20.2 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.

20.3 Upon completion of the Work, Design Builder shall thoroughly clean and re-sod grass areas damaged to match existing areas.

20.4 The Design Builder 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.

20.5 Dumpsters will be provided and maintained by the Design Builder.
20.6 During Work at the Project site, the Design Builder shall clean and protect Work in progress and adjoining Work on a continuing basis. Design Builder shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration until the time of Substantial Completion. Design Builder shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

20.7 The Design Builder shall be responsible for daily cleaning of spillage's and debris resulting from his and his Sub-contractor’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 Design Builder shall empty such receptacles into the trash container when full or when directed to be emptied by the Owner's Project Manager, but not less than weekly. The use of hospital waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

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

ARTICLE 21 BLASTING

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

ARTICLE 22 CUTTING AND PATCHING - NEW AND EXISTING WORK

22.1 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.

22.2 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 done. 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 Design Builder’s expense.

ARTICLE 23 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

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

ARTICLE 24 EMERGENCY VEHICLE ACCESS

24.1 Emergency Vehicle Access must be maintained during construction. The Design Builder 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 25 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES

25.1 Design Builder shall protect all smoke detectors in Work areas to prevent false alarms. The Design Builder 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 Design Builder 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 Design Builder. 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 Design Builder, all protected smoke detectors will be uncovered and tested.

25.1.1 When the function of any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. Design Builder 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 Design Builder is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 26 SURVEYS, RECORDS, and REPORTS

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

26.2 Survey Procedures: The Design Builder 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 reference at reasonable times. The Design Builder shall record deviations which are accepted on Record Drawings.

ARTICLE 27 TOBACCO PRODUCTS PROHIBITED

27.1 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.
27.2 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.

27.3 Design Builder employees violating this prohibition will be subject to dismissal from the Project.

27.4 For the full Administrative Regulation see University AR 6:5. [http://www.uky.edu/Regs/files/ar/ar6-5.pdf](http://www.uky.edu/Regs/files/ar/ar6-5.pdf)

ARTICLE 28 PROJECT COORDINATION VIA COMPUTER

28.1 The Design Builder is required to have an active email account to facilitate coordination of the project during construction and warranty.

28.2 To facilitate project construction coordination between the Design Builder 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 Design Builder shall participate in the use of the WPMS (UK E-Communication® or other system at the Owner’s discretion) providing collaboration between Owner, and the Design Builder.

28.2.1 Owner shall provide the Design Builder with up to six user accounts and appropriate training for the web-based project management tool.

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

28.2.3 Participation of Design Builder is mandatory; others as determined by Owner.

28.2.4 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.

28.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting Project Files, AE Amendments, Architect’s Supplemental Information (ASI’s), Closeouts, Design Builder 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.

28.2.6 Site camera monitors may be included at Owner’s discretion.

28.2.7 Utilization of the WPMS shall be implemented by the Owner’s representative.

28.2.8 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.
ARTICLE 29 HOT WORK PERMITS

29.1 All work involving open flames or producing heat and/or sparks in occupied buildings on the University of Kentucky campus will require the Design Builder 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 Cadwelding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the Design Builder’s use.

ARTICLE 30 INSURANCE

30.1 Employers’ Liability Insurance. The Design Builder 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.

30.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $100,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $50,000,000 will be required.

30.2.1.1 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 that $2,000,000 for each person and each occurrence and $1,000,000 for property damage.

30.2.2 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.

30.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of $20,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

30.2.4 Workers’ Compensation - Statutory Requirements (Kentucky)

ARTICLE 31 KEY ACCESS

31.1 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.

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

7.6 Post Construction Phase Services

The DESIGN BUILDER 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 DESIGN BUILDER and the Owner, when completed, will conform to the Contract Documents.

7.6 Compliance With State Laws

Any contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance and a 100% Performance and Payment Bond for the full amount of the fee negotiated during Phase II of the selection process, adjusted to equal the total contract sum as described above.
8.0 FINANCIAL OFFER SUMMARY FORM

The Financial Offer is not required with the first Phase submittal. It will be requested from the firms that are moved to Phase 2 of the process based on the Evaluation Criteria Process defined in Section 5.0 of this RFP.