Invitation for Bid
CCK-2341-19
Bid Due Date - 8-07-18

Modifications of CO₂ Capture Pilot Plant at E.W. Brown Generating Station (Dix Dam)
Trade Category TC-01 Mechanical
Trade Category TC-02 Electrical
INVITATION TO BID:  CCK- 2341-19
OPENING:     August 7, 2018
@ 3:00 P.M. LEXINGTON TIME

DATE ISSUED:    July 20 2018

UNIVERSITY OF KENTUCKY              POST-BID CONFERENCE
CAPITAL CONSTRUCTION PROCUREMENT    TIME AND PLACE TO BE
Room #322 Peterson Service Building,
411 SOUTH LIMESTONE
LEXINGTON, KY  40506-0005
ANNOUNCED AT BID OPENING

CONTACT THE FOLLOWING INDIVIDUALS FOR MORE INFORMATION:

MIKE MUDD, CONTRACTING OFFICER,
PURCHASING DIVISION
UNIVERSITY OF KENTUCKY         MikeMudd2@uky.edu
859-257-5409
859-257-1951 FAX

JONATHAN PELGEN, RESEARCH ENGINEER SENIOR       jonathan.pelgen@uky.edu
859-257-0303

HEATHER NIKOLIC, RESEARCH ENGINEER PRINICIPAL    heather.nikolic@uky.edu
859-257-0292

CENTER FOR APPLIED ENERGY RESEARCH
UNIVERSITY OF KENTUCKY

METHOD OF AWARD

FINAL AWARD OF CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST, RESPONSIVE
AND RESPONSIBLE BID, WHICH OFFERS THE BEST VALUE.
### GENERAL INDEX

**PROJECT CCK-2341-19**

Mechanical and Electrical Services for Modifications
to the CO2 Capture Pilot Plant at E.W. Brown Generating Station

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**SPECIFICATION & DRAWINGS**

Specifications and Drawings will be issued upon receipt of the signed Confidential Disclosure Agreement.
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Howden B-200 Fan/Blower Specifications |
| APPENDIX 6: Electrical | KMPS Heat Trace Overall Layout  
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KMPS electrical drawings (future addendum) |
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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the University of Kentucky, Capital
Construction Procurement Section, Room #322 Peterson Service Building, 411 South Limestone,
Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing
of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the
construction of the **Process Modification of the Small Pilot CO2 Capture Pilot Plant—Mechanical
and Electrical Services for the CO2 Capture Pilot Plant System at the E. W. Brown Generating
Station located at 815 Dix Dam Road, Harrodsburg, Kentucky 40330** as set forth in the
specifications and as shown on the drawings and under the terms and conditions of this Invitation.

This Bid Package involves the installation work for the CO2 Capture Modification. The work will be
performed under contract with the Center for Applied Energy Research (UK CAER).

TC-01 Mechanical
TC-02 Electrical

In addition, the successful Contractor shall be obligated to execute a Confidentiality Disclosure
Agreement (CDA) before receiving final details, to protect proprietary designs, included.

2. PROJECT DESCRIPTION

Procurement and installation of structural reinforcements and modification; installation of membrane
separation unit; installation of vacuum pump skid; installation of knock out pot/condenser skid;
installation of blower; installation of solvent recovery column; installation of solvent recovery column heat
exchanger and bottoms pump; installation of filter; modification to existing column, procurement and
installation of associated piping systems, installation of instrumentation; installation of control valves and
procurement and installation of associated air tubing. Note that these systems connect into the existing
CO2 capture system with an additional power feed required from the LG&E power plant system.

The Contractor shall recognize that E. W. Brown Generating Station is an active power generation
facility of Kentucky Utilities Company (“KU”) and careful coordination will have to be taken with the Site
Manager to prevent any unforeseen disturbances to KU employees and minimize the impact on daily
operations of the facility. Some documents referenced herein have been issued by KU’s affiliate LG&E
and KU Services Company (“LG&E and KU Services”). The Contractor must comply with all E. W.
Brown Generating Station protocols and access demands as provided by the Site Manager at E. W.
Brown Generating Station. Please refer to the LG&E and KU Services Site Requirements, included in
this bid package, which are incorporated herein and will become an integral part of the final agreement:

The successful bidder will enter into an agreement with The University of Kentucky. The form of contract
is included with the bid documents and will be executed without exceptions. If not already in place, the
successful bidder shall enter into a Temporary Site Access Agreement and General Release with LG&E
and KU, included, as a condition of accessing E W Brown Generating Station. In addition, the
successful Contractor shall be obligated to execute a Confidentiality Disclosure Agreement (CDA)
before receiving final details, to protect proprietary designs, included.

Background Information

In a project primarily funded by the United States Department of Energy National Energy Technology
Laboratory, the University of Kentucky Center for Applied Energy Research has designed, constructed
and in operating a modular 0.7 MWe slip-stream scale CO2 capture system. The overall project
objectives are to provide scale-up data and design information with the ultimate goal of developing a
commercial-scale unit.

AB-1
The CO₂ capture process has been designed and assembled in 6 modules. This Invitation for Bid is to select the TC-01 - Mechanical Contractor to be responsible for all structural and mechanical aspects of construction and TC-02 – Electrical Contractor to be responsible for all electrical aspects of construction related to the installation of a modification to CO₂ capture process modules at E.W. Brown Generating Station in Harrodsburg, KY.


3. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Lump Sum Amount for the total project. All phases of the work shall be bid to and through the Prime Contractors. Bids shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted only on the Official Forms supplied by the University of Kentucky, Capital Construction Procurement Section. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. METHOD OF AWARD

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

5. SCHEDULE OF PROJECT

The time for Substantial Completion (as further defined in Article 1 of the General Conditions) for the project shall be as follows:

Phase 1 - All structural, mechanical and electrical work pertaining to the membrane separation system shall be completed in fourteen (14) consecutive calendar days from the date of commencement as specified in the Purchase Order letter and Final Completion shall be 30 days thereafter.

Phase 2 - All structural, mechanical and electrical work pertaining to the solvent recovery system shall be completed in fourteen (14) days from the date of commencement as specified in the Purchase Order letter and Final Completion shall be 30 days thereafter.

6. BONDING

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions.

7. OBTAINING PLANS AND SPECIFICATIONS

Plans, Specifications and Official Bid documents are available from the University of Kentucky, Capital Construction Procurement Division. Plans, Specifications and Official Bid Documents are available from:
8. **BID SUBMITTAL**

Contractors must submit their bid in a sealed envelope in Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005 and the envelope must contain the following information on the outside lower left-hand corner:

**SEALED BID INVITATION NO. CCK-2341-19**

**BID DATE: August 7, 2018 at 3:00 P.M. LEXINGTON TIME**

Bids, upon their receipt by the University of Kentucky, Capital Construction Procurement Section are stamped showing the hour and date received. Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

9. **BID WITHDRAWAL**

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

10. **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

The University of Kentucky is committed to increasing the participation of minority business enterprises in construction and renovation projects, and encourages the use of minority subcontractors and material suppliers. All contractors should make an effort to locate and use minority business enterprises in bidding this project. For assistance in identifying minority vendors and subcontractors, the contractors may contact: The Kentucky Procurement Assistance Program, 500 Mero Street, 23rd Floor, Frankfort, Kentucky 40601,(800-838-3266) email address CED.knap@ky.gov, and/or The Office of Business & Occupational Development, Transportation Cabinet, 200 Mero Street, Suite 614, Frankfort, Ky. 40622, (502-564-3601) Attn: Mr. Melvin Bynes, email address Melvin.Bynes2@ky.gov

Bidders using minority enterprises as subcontractors and material suppliers are requested to identify these contractors in the space provided on the Form of Proposal. The successful contractor will be asked to supply associated contract amounts rounded to the nearest $500.00 prior to the signing of a contract.

11. **RIGHT TO REJECT**

The University of Kentucky, Capital Construction Procurement Section, reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the University may be served.
12. GENERAL INFORMATION

A. The Listing of major subcontractors, unit prices, and material lists are to be submitted with the bid.

B. Only those Prime Contractors who have signed and submitted the Confidential Disclosure Agreement will be able to obtain detailed specifications and drawings and will be eligible to submit a bid for this project. Bid Documents can be obtained directly from the University of Kentucky Purchasing Representative.

13. Pre-Bid Conference

A Pre-Bid Conference is not required for this project.

14. WRITTEN QUESTIONS

Anyone wishing to discuss specific items is requested to submit the terms in writing to Mike Mudd and Suellen Bowling Capital Construction Procurement, no later than July 27, 2018. Written questions may be submitted by email to MikeMudd2@uky.edu and sbowlin@uky.edu.

15. SUBSTITUTION - MATERIALS AND EQUIPMENT

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall submit a written request to the University at least 14 calendar days prior to the official bid date of the Project including all necessary information and sufficient detail to allow evaluation by the Consultant and the University, and, if the University determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option.

If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

16. POST BID MEETING

The apparent low bidder will be requested to meet with the Project Manager to review the bid and scope of services. The time and place of this meeting will be announced at the bid opening.

Signed: Mike Mudd
Contracting Officer

A Complete list of these and other projects that are out for bid may be viewed on the World Wide Web at the following URL: http://www.uky.edu/Purchasing/
# UNIVERSITY OF KENTUCKY
# CAPITAL CONSTRUCTION PROCUREMENT SECTION
# INSTRUCTION TO BIDDERS

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ARTICLE 1 - DEFINITIONS

Addenda are written or graphic instructions issued by the University of Kentucky prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.

Alternate is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted. If the University designated Alternates are considered in the award, the Alternate(s) will be accepted in the sequence listed on the Bid form, and the lowest bid sum will be computed on the basis of the sum of the base bid and any Alternates accepted, within the budgeted amount.

Bid is the sum stated in the Bid Proposal for which the bidder offers to perform the work described in the specifications and detailed on the drawn plans.

Bidding Documents include the Notice to Contractors, Advertisement for Bids, Invitation to Bid, Instruction to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.

Bid Proposal is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.

Consultant means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.

Construction Manager - Means the person or entity employed by the owner under a separate contract, to provide professional and managerial services to the project.

Foreign Corporation - refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.

KRS References - means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.

Bidder is one who submits a bid directly to the Purchasing Agency for the work described in the Bidding Documents.

Subcontractor is a subbidder who submits a bid to a Bidder for materials or labor for a portion of the work.

Owner is the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

Purchasing Agency is the University of Kentucky, Capital Construction Procurement Section, Room 373 Peterson Service Building, Lexington, KY 40506-0005.
ARTICLE 1 - DEFINITIONS (Continued)

Purchasing Official is the University’s authorized representative.

Responsible Bidder shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).

Responsive Bidder shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the bidding documents.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

The Bidder by submitting a Bid represents and warrants that:

i) The Bidding Documents have been read and understood and the Bid is made in accordance therewith.

ii) The site of the proposed work has been visited and carefully examined and the Bidder is aware of and understands the local conditions under which the work is to be performed.

iii) The Bid submitted is premised upon furnishing the work required by the bidding documents without exception.

iv) That the plans and specifications contained in the Bid Documents have been carefully examined and determined by the Bidder to be accurate as well as adequate and sufficient from which to submit a Bid and from which to perform the Work.

ARTICLE 3 - BIDDING DOCUMENTS

A. Availability of Bidding Documents. Bidders, Subbidders, Subcontractors, and others may obtain Bidding Documents from Lynn Imaging, in the manner and for the charge, if any, stated in the Advertisement or Invitation to Bid.

Complete sets of Bidding Documents shall be used in preparing Bids. The Purchasing Official assumes no responsibility for misinterpretations resulting from the use of incomplete sets of bidding documents.

The Purchasing Official, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

B. Accuracy of Bid Documents. The Bidding Documents are complementary and are issued for the convenience of the Bidders. The University of Kentucky assumes no responsibility for the correctness of said documents. Each Bidder should review the documents for errors or inaccuracies that may affect the scope of work implied.
ARTICLE 3 - BIDDING DOCUMENTS (Continued)

All Bidders shall, upon examination of Bidding Documents promptly notify the University’s Purchasing Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.

C. Questions, Interpretations. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received less than ten (10) calendar days prior to the date for receipt of Bids may not be answered.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Purchasing Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

D. Materials, Equipment. The materials, products and equipment detailed, described or referenced to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the sole opinion and judgment of the Consultant, of equal substance and function and approved by the Purchasing Official.

E. Addenda. Addenda will be mailed or delivered to all who are known by the Construction Procurement Division to have requested and were furnished Bidding Documents. Contractors that receive plans and specifications from other sources than Lynn Imaging must request a “Form of Proposal” from the University’s Purchasing Representative to be registered as plan holders and to receive addendums.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda of a material nature will be issued later than five (5) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the Invitation to Bid.

Each Bidder shall ascertain, prior to submitting his Bid, that he has received all Addenda issued by the Construction Procurement Division for the particular bid invitation. The Bidder shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Purchasing Official which is received at or prior to the hour and date specified for receipt for Bids.

It shall be the sole responsibility of the Bidder who receives the Addendum, to insure that all of the appropriate Subbidders and Sub-contractors are notified in respect to the information contained in the Addendum.

ARTICLE 4 - PRE-BID CONFERENCE

A pre-bid conference and tour of the project area will be held approximately ten (10) days prior to receipt of bids. (Actual date of Pre-Bid Conference will be stated in the Invitation to Bid.) All contractors wishing to bid on this project should have a representative attend this conference. Items discussed at the Pre-Bid Conference will become part of the contract, and any contractor who doesn’t attend the Pre-Bid Conference will still be held responsible for all items discussed.

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Revised 3/22/06
ARTICLE 5 - BIDDING PROCEDURES

A. Form of Proposal. Bids shall be submitted by Bidders who have received Bidding Documents from the Capital Construction Procurement Section thereby listed on the Official Bidder’s list and on the Bid submittal shall be made on the proposal form (Form of Proposal) provided by the Purchasing Official, Construction Procurement Section.

i) Blanks. All blanks on the Form of Proposal shall be completed and all required support data shall be furnished.

ii) Sums. Where so indicated by the makeup of the Form of Proposal, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount indicated by words shall govern.

iii) Modifications. Any interlineation, alteration, or erasure must be initialed in ink by the signer of the Bid or by an official designee of the signer of the Bid.

iv) Alternates. All alternates specifically called for by the Form of Proposal shall be bid. Voluntary alternate proposals or an alternate to a lump sum proposal will not be considered unless specifically permitted by the conditions of the Advertisement for Bids or the Invitation to Bid.

v) Qualifications. The Bidder shall make no additional stipulations on the Bid Proposal form or qualify the Bid in any other manner.

vi) Signatures. The Form of Proposal shall be signed by a person or persons legally authorized to bind the Bidder to a contract. The Form of Proposal shall include the legal name of Bidder and a statement indicating whether the Bidder is a sole proprietorship, a partnership, a corporation, or any other legal entity. A Bid by a corporation shall identify the state of incorporation including Federal I.D. number. A Bid submitted by an agent shall have a current signing authority attached certifying agent’s authority to bind the Prime Bidder.

B. Bid Security. Where specified in the Advertisement or Invitation to Bid, the Bidder shall furnish a Bid guarantee in the required form of not less than five percent (5%) of the Bid amount. This Bid security secures the Bidder’s promise (i) to enter into a contract on the terms stated in the Bid proposal, and (ii) if required, to furnish bonds covering the faithful performance of the contract and payment of all obligations thereunder. Should the Bidder refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Purchasing Official will retain the Bid security of Bidders until either (i) the contract has been executed and bonds have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected.

The completed University Official Bid Document, the Bid Security, and any support data required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Bidder’s name and address, the sealed Bid invitation number, closing date and hour. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “BID ENCLOSED” on the face thereof.

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ARTICLE 5 - BIDDING PROCEDURES (Continued)

C. Timeliness of Bids. Bids shall be delivered to Room 322, Peterson Service Building, prior to the official time and date for receipt of Bids indicated in the advertisement of Invitation to Bid, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Room 322.

D. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the readvertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

E. Bids Not In Writing. Oral, telephonic, or telegraphic Bids or changes in Bids by such methods are not permitted and will not receive consideration.

F. Bids Withdrawn. Bids may be withdrawn prior to the closing time and date for receipt of Bids by: (1) a properly identified representative of the Bidder whose name appears on the Bid envelope, or (2) by written request by an authorized representative of the Bidder, received by the Capital Construction Procurement Section prior to the Bid closing date and time. Withdrawn Bids may be resubmitted up to the closing time designated for the receipt of Bids.

G. Bids Remain Open. During the stipulated time period following the time and date designated for the receipt of Bids a Bid shall remain open for the Owner’s acceptance. During this period the Bid may not be modified, withdrawn or canceled by the Bidder, without the Bid security being subject to forfeiture and the suspension of the Bidder’s future bidding privileges.

ARTICLE 6 - CONSIDERATION OF BIDS

A. Bid Opening. Unless stated otherwise in the Advertisement or Invitation to Bid, all properly identified timely Bids will be publicly opened, reviewed (for conformance with Bid submittal requirements) and if properly executed and complete, read aloud. All Bids opened and read will be listed on the official Bid tabulation which will be made available to all Bidders upon request.

B. Waiver of Irregularities/Rejection of Bids. The right to cancel the Invitation to Bid, to reject any and all Bids, and to waive technicalities and minor irregularities in Bids is maintained and preserved in all Invitations for Bids issued by University of Kentucky, Capital Construction Procurement Section when such action is determined to be in the best interest of the University of Kentucky.
ARTICLE 6 - CONSIDERATION OF BIDS (Continued)

C. Grounds for Rejection. Grounds for the rejection of Bids include, but shall not be limited to:

i) Failure of a Bid to conform to the essential requirements of the Advertisement for Bids or Invitation for Bid.

ii) Any bid which does not conform to the specifications contained or referenced in any Invitation for Bids shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;

iii) Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;

iv) A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bids, or limit the Bidder's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;

v) Any Bid determined by the Purchasing in excess of funds available.

vi) Failure to furnish a Bid security in accordance with the requirements of the Advertisement for Bids or Invitation to Bid.

vii) For other cause as documented by the Purchasing Official pursuant to a written determination and finding.

viii) Bids received from Bidders determined by the Purchasing Official to be non-responsive bidders.

D. Minor Irregularities. Minor irregularities or technicalities in a Bid may be waived by the Purchasing Official on behalf of the Owner when all of the following circumstances are present:

i) The Purchasing Official determines that it will be in the Owner's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Bid;

ii) Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for, Bids or Invitation to Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Bidders. If the Owner does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.

E. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Purchasing Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Bidder offering the best value to the University, provided the acceptable Bid sum is within budgeted funds.
ARTICLE 6 - CONSIDERATION OF BIDS (Continued)

F. Rejection of Alternate Bids. The Owner reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the Owner are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

ARTICLE 7 - QUALIFICATION OF BIDDING CONTRACTOR

A. Bidder Responsibility. All bidders may be required to supply the information requested on the Contractor/Bidder Determination Of Responsibility Questionnaire. The apparent low Bidder will be supplied this document at the post Bid review of the Bid submittal document. The information required by this document must be completed by the Bidder and returned to the University Purchasing Official within a reasonable time as determined by the University. In most cases the information should be completed and returned in no more than five (5) working days after the Bid submittal. The information provided will be used to determine whether the Bidder is "responsible" as defined by KRS 45A.070(6), and verify that the Bidder has the experience, qualifications and resources required to provide the quality workmanship, materials and services necessary to complete the project being Bid. In addition to the information required by the Questionnaire, the Bidder agrees to provide any additional information that may be necessary for determination of contractor responsibility, as defined by the Kentucky Model Procurement Code. The determination of contractor responsibility will not be made until the Bidder has provided a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign laws of the Commonwealth and that the award of a contract to a Bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. The sworn statement required is included in the Questionnaire to be completed by the apparent low Bidder.

B. Inquiries. The Purchasing Official shall have the right to make any inquiry deemed necessary to determine the ability of the Bidder to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Bidder to promptly supply information in connection with the Purchasing Official’s inquiry may be grounds for a determination that such Bidder is nonresponsive.

C. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder’s qualifications would give reasonable doubt that the Bidder could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING

A. List of Subcontractors. The Bidder will list the names of subcontractors proposed for each of the principal portions of the work (including those persons or entities who are to furnish material or equipment fabricated to a special design) in the designated place on the Form Of Proposal. The Bidder will be responsible for establishing to the satisfaction of the Purchasing Official, the reliability and responsibility of the listed subcontractors. The Bidder may be required by the Purchasing Official to provide additional information regarding listed subcontractors.
ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING (Continued)

B. Objection and Required Substitution. If, after due investigation, there is reasonable objection to the qualifications of a listed subcontractor the Bidder shall, upon written direction from the Purchasing Official, submit the name of an acceptable substitute subcontractor with no change in Bid price. The failure of the Bidder to promptly comply with this requirement may be grounds for rejection of the bid.

C. No Objection Prior to Notice of Award. Any listed subcontractor to whom the Purchasing Official does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the Owner.

D. Bidder Self Performed Work. The Bidder shall not list himself as a subcontractor on the Form of Proposal Subcontractors List unless it can be demonstrated that Bidder actively participates in the trades required and has the expertise to complete that portion of the work.

E. Substitutions Not Optional. The Bidder shall not substitute a subcontractor named on the Form of Proposal without prior notification and approval of the Purchasing Official. Any notification for a substitution of a listed subcontractor shall be in writing and the reason fully set forth therein. The reason shall demonstrate real cause and evidence good faith by the Bidder. This shall not be construed to waive the Bidder's rights to later substitute a subcontractor for the failure of that proposed subcontractor to accept a contract from the Bidder, failure to perform in a satisfactory manner per the requirements of the contract or any other legal rights of the Bidder to manage and coordinate subcontractors.

F. Bid Documents Not a Contract. Nothing contained in the Bidding Documents shall be deemed to create a contractual relationship between the Owner and any subcontractor. However, it is the Bidder's responsibility to assure that the subcontractor listed has the required expertise and financial stability to complete that portion of the work.

G. List of Materials and Equipment. The Bidder shall submit a list of major materials and equipment by the manufacturer's name, brand and/or catalog number in the form and manner specified in the Bidding Documents.

H. Preliminary Acceptance of Materials and Equipment. Prior to the acceptance of a Bid, the Purchasing Official will make a preliminary review of the list of materials and equipment included with the Bid Proposal and advise the Bidder of the acceptance thereof, subject to satisfactory completion and approval of shop drawings, or direct other such action as may be necessary in order to meet the requirements of the Contract Documents. If any of the material or equipment named in the list are determined not to meet the requirements and standards of the specifications, the Bidder shall be required to furnish other material or equipment meeting the specifications at no change in Bid price. Preliminary review and acceptance of the submitted material and equipment list shall not relieve the Bidder from furnishing equipment and materials in complete accordance with the specifications, drawings, and Contract Documents.
ARTICLE 9 - UNIT PRICES

The Bidder shall submit with the Bid a list of Unit Prices as designated on Form of Proposal. Unit Prices are for the pricing of changes in the quantity from that indicated by the Contract drawings and specifications, where such changes have been authorized in writing by Owner. The Unit Prices submitted shall include all necessary labor, materials, equipment, appliances, supplies, overhead and profit. Only a single Unit Price shall be quoted for each designated item of work. The Unit Price shall be used to calculate price adjustments for either increasing or decreasing the amount of Work. Unit Prices shall apply to all phases of the Work whether the Work be performed by the Bidder or by the Bidder’s (contractor) Subcontractor. The Owner reserves the right, prior to an award of Contract, to evaluate the Unit Prices submitted and adjust and/or reject any Unit Price that is determined by the Purchasing Official to be unreasonable in amount.

ARTICLE 10 - PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

The successful Contractor shall furnish security bonds (form to be furnished) in an amount equal to one hundred percent (100%) of the Contract Price as security for the performance of the Contract established and for payment of all persons performing labor, including payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and furnishing materials, equipment, supplies, taxes, and other proper charges and expenses incurred or to be incurred in the performance of the contract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky and the contract instrument must be countersigned by a duly licensed Kentucky resident agency representing the company. The bonds shall be valid after the final payment has been made on the Contract during the guaranty period and other periods limited only by statutes of limitation. If the furnishing of performance and payment bonds is required by the Bidding Documents, the bond premiums shall be paid by the Bidder. If the furnishing of bonds is not required by the Bid Documents, but required by the Purchasing Officer subsequent to the award of Contract, the successful Bidder shall procure the bonds and the Owner will reimburse the Bidder for the premium cost. The Owner reserves the right to require all bonds be provided by a surety company with a rating of “A” or better as listed in the A. M. Best-Key Rating Guide for Property and Casualty (current edition).

The Bidder shall execute the required performance and payment bonds for the Owner on the date of execution of the Contract Documents between the Owner and the Contractor, or, with the approval of the Purchasing Official, within ten (10) calendar days after that date. Unless otherwise specified in the Bidding Documents, the bonds shall be written on the bond form bound in the bidding documents and in the number of counterparts specified by the Purchasing Official.

Bonds shall be issued by a surety company authorized to underwrite bonds in the Commonwealth of Kentucky and be countersigned by licensed resident agent. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their Power of Attorney. The date of the Power of Attorney shall not precede the date of the bonds.

ARTICLE 11 - AWARD OF CONTRACT

The issuance of an award of the Contract is contingent upon (i) securing an acceptable Bid that is responsive and from a responsible Bidder and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of the University of Kentucky.
ARTICLE 11 - AWARD OF CONTRACT (Continued)

Unless otherwise provided in the Bidding Documents, the Form of Agreement between the Owner and the Contractor will be written on the standard form of agreement bound with the Bidding Documents and executed in the number of counterparts specified by the Purchasing Officer.

The Contract between the University of Kentucky and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

The University reserves the right to negotiate and award Contracts as allowed under KRS 45A.090 should all responsive Bids exceed available funds.

ARTICLE 12 - PUBLIC WORKS ACT

A. Wage and Hour Acts. In performing the work, the Contractor and Subcontractors are required to comply with the wage and hour requirements prescribed by KRS 337.505-337.550, except where the contract meets exemption requirements as set forth under KRS 337.010.

B. Payment. On projects not exempted under KRS 337.010, the Contractor and Subcontractor shall pay all laborers, workmen and mechanics performing work under this contract not less than the wages set fourth in the prevailing wage schedule, incorporated as part of the Bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with provisions of KRS 337.505 through KRS 337.550. On covered contracts, the Contractor and subcontractor shall pay all workers employed on the site not less than the minimum hourly rates set fourth in the Department of Labor Wage Determination, Incorporated in the Bidding Documents. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for adjustment of the contract sum.

C. Prevailing Wage Rates. The prevailing wage rates, set forth in the wage determination, are determined by the Kentucky Department of Labor in accordance with provisions contained in KRS 337.505 through KRS 337.550. Any Contractor or Subcontractor found to be in violation of any provisions of KRS 337.505 to 337.550 by the Commissioner of the Department of Labor and upon notification to the Senior Vice President for Administration and the Secretary of the Finance and Administration Cabinet, the Secretary of the Finance and Administration Cabinet shall declare the offending Contractor ineligible to bid on public works until such time the Contractor is in substantial compliance as determined by the Commissioner of Labor.

ARTICLE 13 - BASIC LEGAL REQUIREMENTS

A. Forms Required. An Authentication of Bid, Statement of Noncollusion and Nonconflict of Interest documents are bound with and included as part of the Form of Proposal. The Bidder is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid.
ARTICLE 13 - BASIC LEGAL REQUIREMENTS (Continued)

B. Foreign Corporations. Foreign Corporations are defined as corporations that are organized under the laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Bidder, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

ARTICLE 14 - TAXES

A. Not Tax-Exempt. Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Bidder shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.

The University of Kentucky, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Bidders or Subbidders shall take this into consideration in their Bid.

B. Liability for Employee-Related Taxes. The Bidder and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker’s Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Bidder shall be in full compliance with KRS Chapters 341 and 342.

ARTICLE 15 - PLANHOLDERS

A. Intent to Submit a Bid. A request for Bid Proposal and Bid Documents will be considered as intent to submit a Bid. The Bidder’s name will appear on the planholder’s list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to the University of Kentucky, Capital Project Management, Capital Construction Section, on or before five (5) days prior to the closing date for receipt of Bids.

B. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Bidder, Subcontractor, material or equipment supplier. If the Bidder or planholder notes nonreceipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from the Capital Project Management, Capital Construction Section or review same at any of the designated reporting agencies offering the Bid Documents for review.
ARTICLE 16 - POST BID REVIEW AND MATERIAL SUBMITTAL

The Bidder should have a responsible authorized representative at the bid opening. The Bidder's representative shall the authority and be qualified to respond to questions that may arise about the Bidder's Bid submittal. The representative of the apparent low Bidder may be required to participate in the post Bid review of the apparent low Bid proposal, and if required by the Bid proposal, the completion and submittal of the material and equipment listing. The post Bid review will include representatives of the Consultant, representative of the apparent low Bidder and required University personnel. Preliminary review will be directed toward Subcontractor, material listing, Unit Prices, and qualifications of the Bidder. Failure to have a representative at the Bid opening may be cause for rejection of Bid.

ARTICLE 17 - EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

A. Discrimination Prohibited. The University of Kentucky is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin or disability in employment.

B. Use of Minority and Women Owned Business Enterprises. The utilization of minority and women owned business enterprises is encouraged in all construction and renovation projects at the University of Kentucky. All Contractors should make full efforts to locate and use minority and women owned business enterprises in the bidding of this project. For assistance in identifying minority and women vendors and subcontractors, the contractors may contact the Kentucky Office of Minority Business Enterprises, 2329 Capitol Plaza Tower, Frankfort, Kentucky 40601, Telephone No. (502)564-2064, The Office of Equal Opportunity, Contract Compliance, New Capital Annex Building, Frankfort, Ky. 40601, Louisville Minority Business Development Center, 835 W. Jefferson Street, Suite #205, Louisville, Kentucky 40202, Telephone No. (502)589-7401 and Louisville Minority Business Development Center, The Bennington Corporation, 611 West Main Street, Louisville, Kentucky 40202, Telephone No. (502)589-6232.


The provisions of KRS 45.560 through 45.640, known as the Kentucky Equal Employment Act of 1978, hereinafter referred to as the Act, shall be binding upon the declared successful Bidder and any subsequent contract awarded to the Bidder, except that a Contractor or subcontractor otherwise subject to the provisions of KRS 45.570 is exempt as to any affirmative action or reporting requirements if:

i) The contract or subcontract awarded is in the amount of $250,000.00 or less, and the amount of the contract is not a subterfuge to avoid compliance with the provisions of this Act.

ii) The contractor or subcontractor utilizes the services of fewer than eight (8) employees during the course of the contract.

iii) The contractor or subcontractor employs only family members or relatives.

iv) The contractor or subcontractor employs only persons having a direct ownership interest in the business, and such interest is not a subterfuge to avoid compliance with the provisions of this Act.

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ARTICLE 17 - EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION (Continued)

All compliance reporting shall be directed to the University of Kentucky, Compliance Officer. It shall be the responsibility of the Contractor or subcontractor to comply with the provisions of KRS 45.560 through 45.640 unless exempted through the compliance officer.

D. Affirmative Action. The Bidder not otherwise exempted from the affirmative action or reporting requirements of the Act, shall within five (5) calendar days after being declared the successful low Bidder, submit to the University Official:

i) A statement of intent to comply in full with all requirements of the Kentucky Equal Employment Act of 1978.

ii) A breakdown of the Bidder’s existing work force, within the Commonwealth of Kentucky, indicating the race, sex, age, position held, county and state of residence and date of employment of each employee.

The above reporting shall be on forms provided by the University of Kentucky Compliance Officer, and submitted in the manner prescribed on the forms.

E. Equal Opportunity Compliance. Within ten (10) days after the receipt of this report, the University Official, through its office of Equal Employment Opportunity, Contract Compliance, will determine whether the Bidder's work force is reflective of the percentage of available minorities in the areas from which the Bidder’s employees are drawn. If a determination is made that the Bidder’s work force is reflective of the percentage of available minorities in this drawn area, the Bidder shall be "certified" and be thereby qualified for the contract and to Bid on any contract covered by this Act without filing additional data for a period of six (6) months.

If it is determined by the Official that the Bidder’s work force reflects an under utilization of minorities, the Bidder shall be so notified and no certification be granted. The Bidder shall then have the option of filing with the University of Kentucky an affirmative action plan, indicating goals and timetables for recruiting and hiring minorities throughout the contractor's work force. The Official shall be available, upon request of any contractor, to furnish technical assistance in fulfilling the requirements of the Act.

If the Bidder is subsequently awarded the Contract being sought, failure to comply with the goals and timetables set forth in the affirmative action plan shall be an unlawful practice under the Act and shall constitute a material breach of contract.

If the Official determines that the submitted affirmative action program does not fulfill the provisions of the Act, the Bidder shall be so notified and no certification shall be granted.

If the Bidder’s work force is not reflective of the percentage of minorities in the drawing area and he has complied with all other affirmative action requirements in the Act, he may certify by verified affidavit that he has made every reasonable effort to comply with said percentage requirements and he shall thereafter be entitled to all benefits of the Act.

Failure to comply with the requirements of the Act after contract award, may result in payments being withheld pending satisfactory fulfillment of contractual obligations.
ARTICLE 18 - ANTI-KICK BACK

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

ARTICLE 19 - COMPLIANCE WITH KENTUCKY’S COMPENSATION AND UNEMPLOYMENT INSURANCE LAWS KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker’s Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.
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FOR CONSTRUCTION BY A GENERAL CONTRACTOR
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GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
University of Kentucky
Capital Construction Division

These General Conditions are binding upon the General Contractor and all Sub-contractors as each are subject to the provisions contained herein.

ARTICLE 1 - DEFINITIONS

1.1 Wherever used in these General Conditions or in other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

1.1.1 ARCHITECTS SUPPLEMENTAL INSTRUCTIONS (ASI) - The term “ASI” means a written order issued by the Consultant that clarifies or interprets the Contract Documents, that orders minor changes in the Work, that does not require an adjustment in either cost or time, and that does not require a Change Order.

1.1.2 BUSINESS DAY – The term “Business Day” means a Calendar Day that is not a Saturday, Sunday or legal holiday in Fayette County, Kentucky.

1.1.3 CALENDAR DAY - The term "Calendar Day" means a day of twenty-four hours measured from midnight to the next midnight.

1.1.4 CHANGE ORDER - The term "Change Order" means a written order to the General Contractor, signed by the Owner and issued after the execution of the Contract, directing a change in the Work or an adjustment in the Contract Amount or the Contract Time. A Change Order may be an agreed change by the General Contractor and the Owner or it may be a unilateral change by the Owner.

1.1.5 CONSULTANT - The term "Consultant" means the person and/or entity, whether singular or plural, either Architect, Engineer or other Consultant, who is or are identified as such in the Contract Documents.

1.1.6 CONTRACT - The term “Contract” means the Contract between Owner and General Contractor and consists of all Contract Documents as defined in Article 1.1.8 of these General Conditions.

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

1.1.8 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the General Contractor (the "Agreement"); the General Conditions; the Special Conditions; the General Contractor's Form of Proposal; the General Contractor's Bonds; the Specifications, Drawings and Addenda for the construction of the Project; and any Change Orders issued after execution of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Sub-contractor, or any person or entity other than the General Contractor. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the General Contractor or its Sub-contractors and suppliers do not constitute a part of the Contract Documents.

1.1.9 CONTRACT TIME - The term "Contract Time", unless otherwise provided, means the specified number of consecutive Calendar Days following the stipulated commencement of the Work as stated in the Work Order, plus or minus adjustments as provided for by approved Change Orders, within which the General Contractor shall complete the Work required by the Contract and shall achieve certification of substantial and final completion.
1.1.10 GENERAL CONTRACTOR or (GC) - The term "General Contractor" or “GC” means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the general contractor, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The GC shall execute and hold all construction Sub-contracts and Purchase Orders for the Project.

1.1.11 KRS REFERENCES - Reference to “KRS” means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky, including all laws that may have been revised, amended, supplemented or new laws enacted.

1.1.12 OWNER - The term "Owner" means the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

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

1.1.14 PROJECT MANAGER - The term "Project Manager", when used alone, means the Owner's representative responsible for administration and management of the Project. The Owner's Project Manager during construction shall be the designated University of Kentucky Capital Projects Management Project Manager that is in charge of the Project. The term “General Contractor’s Project Manager” or “GC Project Manager” means the individual employed by the General Contractor who is assigned to the Project to provide overall management during both the design and construction phases of the Project, and who has total responsibility for the successful completion of the Project.

1.1.15 PROVIDE - The term "Provide," as used throughout the specifications, shall mean furnish, install and pay for.

1.1.16 SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the General Contractor or any Sub-contractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1.1.17 SUBSTANTIAL COMPLETION - The term "Substantial Completion" is the point at which, as certified in writing by the Owner, a project is at the level of completion, in strict compliance with the contract, where (a) necessary approval by public regulatory authorities (and by other authorities having jurisdiction or as identified in Article 11.2, as necessary) has been given; (b) the Owner has received all required warranties and documentation, and (c) the Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose. Partial use or occupancy shall not necessarily result in the project being deemed substantially complete and shall not be evidence of Substantial Completion. In order for the Owner to enjoy beneficial use or occupancy and use, operate, and maintain the project in all respects, for its intended purpose, the stage or progress of the Work or a designated portion thereof shall be sufficiently complete, accessible, operable and usable, and all parts, systems and site Work shall be 100% complete, cleaned and available for the Owner’s full use without interruption in accordance with the Contract Documents, including but not limited to the provisions of Article 28 of these General Conditions. The Work will not be considered acceptable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and approvals provided to the Owner, designated instruction of the Owner’s personnel in the operation of systems has been completed, and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature so that the Owner and/or the Owner’s tenants could occupy the Project on that date and the completion of the Work by the General Contractor would not materially interfere or hamper the Owner’s or the Owner’s tenants’ normal business operations. As a further condition of Substantial Completion acceptance, the General Contractor shall certify in writing that all remaining Work, the same being solely of a “punch list” nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

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General Contractor
1.1.17.1 The parties agree that “substantial completion” as defined in Article No. 2 of the Agreement and Article 1 of the General Conditions, as extended by approved Change Order(s) pursuant to Article 18.1 of the General Conditions, shall be the “date of completion specified in the contract” for purposes of K.R.S. 45A.250(2).

1.1.18 SUB-CONTRACTOR - The term "Sub-contractor" means the person, company, corporation, joint venture or other legal entity with whom the General Contractor has executed a Contract for a portion of the Work.

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

1.1.20 WORK ORDER - The term "Work Order" means a written notice by the Owner to the General Contractor authorizing the General Contractor to commence Work under the Contract and establishing the beginning date from which the time for Substantial and Final Completion shall be established.

1.1.21 UNIT PRICE - The term "Unit Price" means the amount per unit of measurement for materials or services as described in the bid documents.

ARTICLE 2 - CONSULTANT

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

2.2 The Consultant will regularly, but no less frequently than monthly, visit the site to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of these on-site inspections, the Consultant will inform the Owner of the progress of the Work, will advise the Owner of any defects and deficiencies observed in the Work and, when appropriate, will certify to the Owner that the Work in place equals or exceeds the amount requested by the General Contractor on all applications for progress payments.

2.2.1 If applicable for the Work, the Consultant will verify to the Owner that the General Contractor is performing erosion prevention and sediment control inspections as required by the Kentucky Division of Water Construction General Permit (KYR10) at least once every 7 days and shall include the findings in the site visit reports.

2.3 The Consultant will be the interpreter of the requirements of the drawings and specifications and any changes made to the drawings and specifications.

2.4 Claims, disputes, and other matters in question that arise relating to the execution or the progress of the Work shall be referred in writing to the Consultant by the General Contractor. The Consultant will provide a response in accordance with and subject to the provisions of Article 38 of these General Conditions.

2.5 The Consultant will have the authority to reject Work which does not conform to the Contract Documents or to the required level of quality and performance.

2.6 The Consultant will review and approve, or take other appropriate action upon receipt of the General Contractor's submittals such as Shop Drawings, product data, and samples. The review of submittals will be for general conformance with the design concept of the work, and for compliance with the information provided by the Contract Documents. Such review will not relieve the General Contractor of any responsibility for errors or omissions in submittals, and will in no way constitute a waiver of or change to the requirements of the Contract Documents.
2.6.1 The Consultant’s review and response will be completed with reasonable promptness with a goal of ten (10) business days or less. The Consultant’s review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.7 The Consultant will prepare Change Orders for the Owner to direct changes in the Work. Minor changes in the Work, not involving modifications to the contract cost or completion times and that are consistent with the purpose of Work, may be directed by the Consultant through Architectural Supplemental Instructions (ASI).

2.9 When requested by the General Contractor, the Consultant will conduct inspections to determine if the Project is at the level of completion required by and in strict compliance with the Contract such that the Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose, as further defined in the Contract. If the level of completion warrants, the Consultant will confirm that all necessary approvals by public regulatory authorities or other authorities having jurisdiction have been given, will confirm that the Owner has received all required warranties and documentation, will recommend dates for certification of Substantial Completion and Final Completion by the Owner, and will complete and submit the Notice of Termination of coverage under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity.

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

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the General Contractor is a representation that the General Contractor has or shall thoroughly and carefully examine the site of the Work; shall timely investigate all conditions which can affect the Work or its cost, including but not limited to availability of labor, materials, supplies, water, electrical power, roads, access to the site, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the General Contractor shall insure that the documents issued for bidding by Sub-contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the General Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. The General Contractor shall carefully study and compare the Contract Documents with each other and with other information provided to the General Contractor by the Consultant or the Owner pursuant to the Contract Documents and shall notify the Owner and the Consultant in writing of any errors, inconsistencies or omissions in the Contract Documents recognized by the General Contractor. Any failure to properly familiarize itself with the proposed Work shall not relieve the General Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the General Contractor. Labor or materials which are reasonably inferable from the Contract Documents and which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work at no additional cost to the Owner.

3.3 In the event a question arises regarding the meaning or intent of the Contract Documents, the General Contractor shall report it by preparing an RFI in Constructware® to the Consultant. The Consultant shall furnish, with reasonable promptness and with a goal of three (3) business days and by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the General Contractor shall do no Work without proper drawings and instructions. Items indicated on drawings as "N.I.C." or "Not In Contract" are shown for explanation purposes only and are not to be included in this Contract.

MAR 13 6 General Conditions
General Contractor
3.4 The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings.

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Capital Project Management Division, Consultant, General Contractor, and all major Sub-contractors shall be present to discuss the time for construction, methods and plan of operation, authority of the Consultant, procedures for handling shop drawings, progress estimates and requests for payments, and other relevant issues. The time and location of this meeting will be the responsibility of the General Contractor in consultation with the Consultant, Owner and other interested parties.

4.2 Environmental aspects of the project, including erosion prevention and sediment control (EPSC) and storm water management shall be discussed during this conference. The Group shall discuss the Storm Water Pollution Prevention Plan (SWPPP) to ensure that all parties understand the requirements. During this meeting the responsibility for reading the rain gage on a daily basis will be established. The Contractor will identify the initial measures to be installed prior to land disturbing activities beginning. Any modifications to the SWPPP due to constructability issues should be discussed at this conference.

ARTICLE 5 - SHOP DRAWINGS

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

5.2 The General Contractor shall review product samples and shop drawings for compliance with the requirements of the Contract Documents, and shall submit them to the Consultant in accordance with submittal procedure and schedule established. The General Contractor's review and submittal to the Consultant of any shop drawing or sample shall constitute a representation to the Owner and Consultant that a) the General Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that b) each shop drawing or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents. Shop drawings and submittal requirements shall not be deemed satisfied until approvable documents are received by the Consultant. Incorrect or incomplete submittals will be returned to the General Contractor without action. No claim for additional time or extension of the contract will be considered if such claim is the result of failure by the General Contractor to provide correct, accurate, complete and approvable submittals.

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the General Contractor for corrections as may be required. The General Contractor shall make any corrections required by the Consultant for compliance with the Contract and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The General Contractor shall direct specific attention, in writing, or on resubmitted shop drawings, to revisions other than the corrections called for by the Consultant on previous submissions.
5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been accepted in writing by the Consultant. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted shop drawing and product sample shall be kept in good order by the General Contractor at the site and shall be made available to the Consultant on request.

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

ARTICLE 6 - LAYING OUT WORK

6.1 The General Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposals or on the execution of the Work and shall address these issues in the preparation of scopes of work for the Subcontract bid packages. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal or to include such information in the Subcontract bid packages, and no adjustment to the General Contractor’s Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

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

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

6.4 If any encroachments are made by the General Contractor or any Sub-contractor on any adjacent property, the General Contractor shall, at the General Contractor’s expense, and within thirty (30) Calendar Days after written notice from the Owner or the Consultant, correct any encroachments and obtain approval from the owner of such adjacent property for any encroachments that cannot be feasibly corrected. The General Contractor shall not be entitled to any adjustment to the Contract Amount or the Contract Time as a result of any such encroachment or the correction thereof.

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

7.1 Unless otherwise provided in the Contract Documents, the Owner will furnish the General Contractor free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The General Contractor shall pay for the cost of duplication of all sets required over and above this amount.

7.2 The cost of additional plans, specifications and official contract documents for use by Sub-contractors for bidding and for construction shall be borne by the General Contractor or by the Sub-contractors. Arrangements for orders and payment for plans, specifications and other contract documents must be made with
7.3 The General Contractor shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site, in good order. A qualified representative of the General Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the General Contractor shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Owner simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Substantial Completion Inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

7.4 All drawings, specifications and copies thereof, furnished by the Consultant to the Owner, are the property of the University of Kentucky. They shall not be used by the Consultant, General Contractor, or any Sub-contractor or Supplier on any other Project.

ARTICLE 8 - TEMPORARY UTILITIES

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

8.2 The General Contractor is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The General Contractor shall provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, and trash removal/dumpster service for both General Contractor and Sub-contractor use during the Project. Work and safety lighting shall be provided continuously during working hours. Security lighting shall be provided at all hours of darkness.

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

9.1 Unless otherwise provided in the Contract Documents, the General Contractor shall provide and pay for all materials, labor and personnel, tools, equipment, construction equipment and machinery, utilities, supplies, appliances, transportation, taxes, temporary facilities, licenses, permits and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and the proper execution and completion of the Work safely, without damage to persons and property, and in compliance with all applicable law. The General Contractor shall furnish, erect, maintain, and remove at the completion of the Contract, all temporary installations as may be required during the construction period.

9.2 Immediately following the execution of each of the sub-contracts, the General Contractor shall determine the source of supply for all materials required under that sub-contracts and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.

9.3 The General Contractor shall immediately notify the Consultant in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the General Contractor will not be excused for delays in securing materials specified.
9.4 The General Contractor or Sub-contractors shall not place purchase orders or issue contracts for materials, supplies, equipment and services necessary to complete this Project using the name of the University of Kentucky. All orders placed by the General Contractor that are related to this Project must use the name of the General Contractor or Sub-contractor placing the order. The use of the University of Kentucky's name for ordering purposes is strictly prohibited. Payment for all goods and services required for the completion of the Work is the sole responsibility of the General Contractor. Any invoices received at the University that are related to this Project will be immediately forwarded to the General Contractor. Copies of these invoices will be made and placed in the General Contractor's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

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

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

9.7 The General Contractor shall at all times enforce strict discipline and good order among all employees and Sub-contractors. The conduct of all individuals performing Work or operations related to the Work is the responsibility of the General Contractor. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the General Contractor, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Sub-contractor or General Contractor being barred from the Owner's premises. The General Contractor shall not permit the employment on the Project of any person unfit or not skilled in the Work assigned.

ARTICLE 10 - ROYALTIES AND PATENTS

10.1 The General Contractor shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the General Contractor is responsible for payment of all associated royalties. The General Contractor hereby agrees to indemnify, defend and hold the Owner, and any subsidiary, parent, or affiliates of the Owner, or other persons or entities designated by the Owner, and their respective directors, officers, agents, employees and designees (collectively, the “Indemnies”) harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys’ fees and legal expenses, that the Indemnities may incur as a result of the General Contractor's failure to strictly comply with its obligations under this Paragraph 10.1.

ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES

11.1 The Owner will furnish only such surveys that are specifically required by the Contract Documents. Approvals, assessments, and easements for permanent structures or permanent changes in existing structures shall be secured and paid for by the Owner, unless otherwise specified. All required utility tap-on fees shall be secured and paid for by the General Contractor, or included in a sub-contract, including the Lexington-Fayette Urban County Government (LFUCG) sewer tap-on fee. All construction permits, where required by local ordinances, except excavation permit, shall be obtained by the General Contractor, but no fee shall be charged to or paid by the General Contractor as the Owner is exempt from such charges. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the General Contractor.

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

11.3 The Contractor, on projects disturbing 1 acre or more, including grading, clearing, excavation, or other earth moving process, shall assure full compliance with the requirements of the KYR10 and shall:
11.3.1 File a Notice of Intent (KPDES Form NOI-SW) with the Kentucky Division of Water and copy the Owner prior to the start of any excavation, grading or site development work.

11.3.2 Implement the Stormwater Pollution Prevention plan, maintain Best Management Practices (BMP) structures and devices and continuously update the written Stormwater Pollution Prevention Plan.

11.3.3 Inspect and document the condition of runoff controls every 7 days.

11.3.4 Submit a signed Notice of Termination (NOT) form to Kentucky Division of Water after the site has been finally stabilized.

11.3.5 See “Design Guidelines” in the Owners Design Standards 00020S07 Storm Water Information for Consultants and Contractors.

11.3.6 Failure to timely comply with requirements of KPDES shall not be the basis for any additional compensation nor for adjustment of contract time. Any fines or other costs resulting from failure to comply, levied against the Owner will be assessed against the General Contractor’s funds.

11.4 Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.

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

11.5 The General Contractor shall, by provision within each applicable sub-contract or by inclusion in the lump sum fee proposed to the Owner, insure the payment of all sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work, by unless otherwise specified in the bid documents.

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

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

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

12.3 The General Contractor shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings for local fire truck access must be maintained during construction. The General Contractor shall maintain construction to allow access to new, existing or temporarily relocated standpipes, fire hydrant connections and fire alarm communication panels pursuant to Section 3018.8 of the Kentucky Building Code. If the General Contractor utilizes the Owner's fire protection equipment, the General Contractor shall replace any such materials lost, consumed or misplaced during the Contract period. The General Contractor is responsible for any false alarms caused by dust created in the Work area or dust traveling to areas beyond the Work area due to inadequate dust protection barriers. Should there be a need for any existing or newly installed fire alarm system, or parts of a system that requires service, to be removed from service or disconnected, prior approval must be obtained from the Owner and the General Contractor shall immediately provide alternate protection such as a fire watch until such systems are returned to full normal operations. When work or service is completed on a disabled fire alarm system, the Owner shall be immediately notified so the system can be placed in service.
12.4 The General Contractor and Sub-contractors are responsible for the security of their own materials, tools and equipment at the Project site.

12.5 The General Contractor shall provide to the Owner's Project Manager a key to General Contractor's field office or job trailer.

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

14.1 The General Contractor shall provide safety controls for protection of the life and health of employees and visitors. The General Contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the General Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.

14.2 The General Contractor shall provide a written safety program which includes all pertinent written specialty standards such as, but not limited to, Control of Hazardous Energy Sources (Lockout/Tagout), Hazard Communications Program, First Aid, Blood Borne Pathogen Program, Respirator Use Program and Hearing Conservation Program. The General Contractor shall require all Sub-contractors to have an effective written safety program or be required to follow the General Contractor's written safety program.

14.3 The General Contractor shall maintain an accurate record of and shall report to Kentucky Labor Cabinet's Division of Occupational Safety and Health in the manner and on the forms prescribed by that Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease. The General Contractor shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, and equipment incident to Work under this Contract.

14.4 The Kentucky Labor Cabinet's Division of Occupational Safety and Health may notify the General Contractor of any noncompliance with the foregoing provisions. The General Contractor shall, upon receipt of such notice, immediately correct the cited conditions. Notice delivered to the General Contractor or the General Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the General Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for reducing or stopping all payments due under the Contract to the General Contractor. No part of the construction time lost due to any such stop order shall be cause for, or the subject of a claim for, extension of time or for additional costs or damages by the General Contractor.

14.5 The General Contractor or any Sub-contractor shall immediately contact the University of Kentucky's Department of Occupational Health and Safety through the Owner's Project Manager should they be selected for an inspection by the Kentucky Occupational Safety and Health Compliance Division.

14.6 Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the General Contractor.

14.7 Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.
14.8 The General Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the General Contractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The General Contractor shall designate a responsible member of the on-site Work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

15.1 If the General Contractor encounters material reasonably believed to be or suspected to be asbestos containing material, lead, polychlorinated biphenyls (PCBs), fluorescent light bulbs and ballasts, mercury or other hazardous material, the following procedures must be followed:

15.1.1 The General Contractor shall immediately stop Work in the affected area and notify the Owner's Project Manager. The Owner’s Project Manager will contact the Owner's Environmental Health and Safety unit to arrange for collection of samples, review of existing data, or other testing necessary to confirm the presence of hazardous materials. The Owner’s Project Manager will notify the General Contractor in writing of the results. Until that notification is received, the Work must not continue in the affected area.

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

15.1.3 The General Contractor shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. The General Contractor is advised that certain classes of building materials (thermal system insulation, sprayed or troweled surfacing materials, and resilient flooring) installed before 1981 are required by law to be treated as asbestos containing until proven otherwise. These presumed asbestos containing materials must not be disturbed without confirmation from the Owner that asbestos is not present.

15.2 The Owner, the General Contractor, and Sub-contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The General Contractor and Sub-contractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the General Contractor's employees may be exposed; (2) Statement of the measures that General Contractor's employees and Sub-contractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the MSDS's related to the hazardous chemicals located in the Work area; (4) Procedures that the General Contractor's employees and Sub-contractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets (MSDS) may be reviewed upon request by the General Contractor or any Sub-contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by General Contractor at its expense.

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

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the General Contractor and the Owner in a manner that conforms to the intent of all applicable laws and regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the General Contractor and Sub-contractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The General Contractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the
offending General Contractor and/or Sub-contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the General Contractor should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

15.5 The General Contractor shall ensure that NO asbestos-containing materials (including but not limited to: drywall, joint compound, roof mastic and floor tile adhesive) will be install on any University project without prior written approval of the University’s Environmental Health and Safety Division. Additionally, the General Contractor shall submit MSDS sheets and have prior approval before installing any materials that contains hazardous substances or could pose an environmental hazard. If any environmental hazardous materials are installed without written approval of the University, the General Contractor will be responsible for all material replacement cost, all removal and all other associated damages. Any materials removed shall be taken out in accordance with all applicable federal, state and local regulations.

ARTICLE 16 - INSPECTION OF WORK

16.1 Inspections, tests, measurements or other acts of the Consultant are for the sole purpose of assisting the Consultant in determining if the Work, materials, rate of progress, and quantities comply with the Contract Documents. These acts or functions shall not relieve the General Contractor from performing the Work in full compliance with the Contract Documents, nor relieve the General Contractor from any of the responsibility for the Work assigned to it by the Contract Documents. No inspection by the Consultant shall constitute or imply acceptance. Approval of material is general and shall not constitute waiver of the Owner’s right to demand full compliance with Contract Documents.

16.2 All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, the Consultant or their representatives to determine conformance with the Contract Documents. The Owner, Consultant and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The General Contractor shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Consultant shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week. If the Consultant provides the General Contractor with a list of construction milestones that require inspection, the General Contractor shall provide the Consultant with at least five (5) Business Days written notice prior to the commencement of Work with respect to such milestone in order to permit the Consultant time to coordinate an inspection of the commencement of the applicable Work.

16.2.1 Normal Work hours are defined as a period between 7:00 a.m. and 5:00 p.m. Monday through Friday. The General Contractor shall notify the Owner’s Project Manager at least one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

16.3 If this Contract, the Specifications, the Consultant's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the General Contractor shall give the Consultant timely notice of the readiness of the Work for inspection. The Consultant shall promptly make all required inspections. If any portion of the Work should be covered contrary to the request of the Consultant, or to the requirements specifically expressed in the Contract Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the General Contractor's expense.

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

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

17.1 The General Contractor shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the General Contractor's profession so as to ensure expeditious, workmanlike performance in accordance with requirements of the Contract Documents. Except as otherwise
dictated by specific requirements of the Contract Documents, the General Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The General Contractor shall be responsible for the acts and omissions of all Sub-contractors and persons directly or indirectly employed by the General Contractor in the completion of the Work. The General Contractor shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The General Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities of the Consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the General Contractor.

17.2 The General Contractor shall have a competent superintendent on the Project site at all times during the process of the Work. The superintendent shall have authority to act on the General Contractor's behalf with regard to all aspects of performance of this Contract. The superintendent shall have such assistants with individual specialized competencies as may be necessary to fully understand and oversee all aspects of the Work. The General Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work of the Project. The superintendent and all assistants shall be physically fit for their work and capable of going to all locations where Work is being performed. A communication given to the superintendent shall be binding on the General Contractor. Immediately after the award of Contract, the General Contractor shall submit to the Consultant a list of General Contractor's employees and consultants, including names, positions held, addresses, telephone numbers and emergency contact numbers.

17.3 The superintendent assigned shall not be changed except under the following circumstances:
(1) Where the superintendent ceases to be employed by the General Contractor, in which case the General Contractor shall give timely written notice to the Owner of the impending change of the superintendent and a reasonable explanation for the change; or (2) Where the Owner or the Consultant have reasonable grounds for dissatisfaction with the performance of the superintendent and give written notice to the General Contractor of the grounds. In either case, the General Contractor shall obtain prior written approval from the Owner of the qualifications of the proposed replacement superintendent. Such prior approval will not be unreasonably withheld.

17.4 If the Owner or Consultant determines that the superintendent is not performing, or is incompetent to perform the required Work, the Owner may direct the General Contractor to remove the superintendent from the Project and replace the superintendent with an employee who has the necessary expertise and skills to satisfactorily perform the Work.

ARTICLE 18 - CHANGES IN THE WORK

18.1 The Owner, at any time after execution of the Contract, may make changes within the general scope of the Contract or issue additional instructions, require additional Work, or direct the deletion of Work. The Owner's right to make changes shall not invalidate the Contract or relieve the General Contractor of any obligations under the Contract Documents. All such changes to the Work shall be authorized in writing by Change Order and shall be executed under the conditions of the Contract Document. Any adjustment of the Contract Amount or Time of Completion, as may be appropriate, shall be made only at the time of ordering such change. Change order proposals based on a reservation of rights, whether for additional compensation to be determined at a later date or for an extension of time to be determined at a later date, will not be considered for approval and shall be returned to the General Contractor without action.

18.2 The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

18.2.1 By unit prices named in the Contract or additional unit prices subsequently agreed upon;

18.2.2 By agreement on a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
18.2.3 By an amount agreed upon by the General Contractor and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. In computing labor costs, the hourly labor rates shall not exceed the combined amount for base rate plus fringe benefits stated in the Prevailing Wage Determination applicable to the Project unless some other mutually agreeable combined hourly labor rate plus fringe benefits is arrived at by negotiation with the Owner based on presentation of acceptable documentation by the General Contractor that the published rate would impose an unreasonable burden on the General Contractor and/or Sub-contractor(s). For the purposes of this Article, the term “fringe benefits” shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the General Contractor and/or Sub-contractor an amount agreed upon, but not to exceed fifteen percent (15%) of the actual cost, for overhead and profit. This cost breakdown shall be submitted to the Consultant promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

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

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

18.6 In all cases where Change Orders are determined by unit prices set forth in the Contract Documents, no amount is to be added for additional overhead and profit.

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

18.8 The General Contractor shall not include or allow to be included in the cost of change in the Work any cost or rental of small tools, or any portion of the time of the General Contractor or the superintendent, or any allowance for the use of capital, or for the cost of insurance or bond premium or any actual or anticipated profit, or job or office overhead. These items are considered as being covered under the added amount for general overhead addressed in Article 18.3.

18.8.1 The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

18.9 Pending final determination of value, partial payments on account of changes in the Work may be made on recommendation of the Consultant. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including all items covered and affected. Any such claim not presented by the General Contractor for inclusion in the Change Order shall be waived.
18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner and the General Contractor. The General Contractor shall carry out such orders promptly. If the General Contractor should claim that an ASI involves additional cost or delay to the completion of the Work, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the General Contractor shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

18.10.1 If the General Contractor claims that any instructions by the Consultant involve additional cost or time extension, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after the receipt of such instructions and before proceeding to execute the change in Work. The written notice shall state the date, circumstances, whether a time extension will be requested, and the source of the order that the General Contractor regards as a Change Order. Unless the General Contractor acts in accordance with this procedure, any oral order shall not be treated as a change and the General Contractor hereby waives any claim for an increase of the Contract amount or extension of the contract time.

18.11 Requests for extension of time related to changes in the Work shall be submitted in accordance with the requirements of Article 21 of these General Conditions.

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

19.1 If applicable, the following Rules and Measurements shall apply to the use of Unit Prices for the excavation portion of the Work:

19.1.1 Except as provided in this Article 19 for arbitrary measurements, the quantity of excavation shall be its in-place volume before removal.

19.1.2 No allowance will be made for excavating additional material of any nature taken out for the convenience of the General Contractor beyond the quantity computed under these "Rules and Measurements."

19.1.3 The quantities of excavation shall be computed from instrument readings taken by the Consultant’s representative in vertical cross sections located at such intervals that will assure accuracy.

19.1.4 "Trench Excavation" for pipes shall arbitrarily be assumed to be two feet (2') wider than the outside diameter of the pipe barrel and with sides vertical.

19.1.5 The quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the Work in place.

19.1.6 Each unit price shall cover, among other things, engineering (surveying) costs and keeping excavating dry.

19.1.7 Earth excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surface of the ground to the neat lines of the bottom of the structure.

19.1.8 Rock excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual elevation of the rock ledge.

19.1.9 Rock excavation for pipelines trenches, unless otherwise provided for in the Specifications, shall be measured as follows: An arbitrary width of 18 inches plus the nominal diameter of the pipe multiplied by the depth from the surface the rock to six (6) inches below the invert for pipe 24 inches in diameter or less and eight (8) inches below the invert for all pipe greater than 24 inches in diameter. No additional compensation will be allowed for excavation for bell holes, gates or other purposes. The measurement of rock excavation for manholes shall be in accordance with Section 19.1.8 above.
19.1.10 Unclassified excavation shall be measured in the same manner as earth excavation.

ARTICLE 20 - CONCEALED CONDITIONS

20.1 The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The General Contractor is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the General Contractor shall contact and cooperate with the Consultant to make the required adjustments. Any request for change in the Contract Amount by the General Contractor shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted or uncharted utility service is interrupted by activities of the General Contractor or the General Contractor’s Sub-contractor(s) for any reason, the General Contractor shall work continuously to restore service to the satisfaction of the Owner.

20.2.1 If any charted utility service, or any uncharted utility service the existence of which could have been discovered by careful examination and investigation of the site of the Work by the General Contractor, is interrupted by activities of the General Contractor or the General Contractor’s Sub-contractor(s) for any reason, the entire cost to restore service to the satisfaction of the Owner shall be paid by the General Contractor. Should the General Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the work/repairs completed and the cost of such work/repairs deducted from the monies due or to become due to the General Contractor pursuant to Article 22 of the General Conditions.

20.3 The General Contractor shall promptly, but in no case more than ten (10) Calendar Days from the time of discovery, and before the conditions are disturbed, notify Consultant in writing of:

20.3.1 Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by General Contractor or could not have been discovered by careful examination and investigation of the site of the proposed Work;

20.3.2 Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in this Contract or,

20.3.3 Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, and which were not known by the General Contractor and could not have been discovered by careful examination and investigation of the site of the Work.

20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions, which are materially different from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, were not known by the General Contractor, and could not have been discovered by careful examination and investigation of the site of the Work, have caused or would cause a material increase or decrease in the General Contractor's cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend and the Owner will make an equitable adjustment in the Contract Amount and/or the time allotted for performance in the Contract Documents. Failure by the General Contractor to provide written notice to the Owner of such claims for additional compensation or time for performance within ten (10) Calendar Days of discovery of such conditions shall constitute a waiver by the General Contractor of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

20.5 If the Consultant determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the General Contractor shall continue performance of the Contract as directed by the Consultant. No claim by the General Contractor under this clause shall be allowed unless the required written notice is given and the Consultant is given adequate opportunity to
investigate the conditions encountered prior to disturbance. The failure of the General Contractor to give the Consultant proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the contract price or time if there is a decrease in the Contract Amount or time required to perform the Work.

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and, where additional time is allowed for the completion of any part of the Work under this Contract, the new time limit fixed by such extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth below.

21.2 The General Contractor will, subject to the provisions of Articles 21.8, 21.8.1 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

21.2.1 Any preference, priority, or allocation order duly issued by the government;

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the General Contractor including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the General Contractor shall be authorized to remove its people from the site and return when the normal progress of the work may continue.

21.3 Requests for extensions of time and/or relief from liquidated damages, except for weather related claims, shall be made in writing not later than ten (10) Calendar Days after the beginning of the delay. Claims for extension of time or relief from liquidated damages shall be stated in numbers of whole or half Calendar Days.

21.4 Except as otherwise provided in the Contract Documents, extensions of the date of substantial completion may be granted for unusual inclement weather on the Project. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately reflects the number of days in each month on which bad weather can reasonably be anticipated to impact weather sensitive construction operations, and which should be considered by the General Contractor in the development of the Project baseline schedule.

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For the purpose of this Contract, “Unusual Inclement Weather” will be interpreted as either 1) those days in a given month on which rainfall is 0.10 inch or more that exceed the number of days shown in the row for “Precip” or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for “Max Temp”, whichever is greater.
21.4.1 Requests for extension of time due to unusually bad weather that could not reasonably have been anticipated at the time of execution of the Contract shall be made in writing not later than the tenth day of the month following the month in which the delay occurred.

21.4.2 Requests for an extension of time due to unusually inclement weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event, b) only if the activity or activities were on the critical path of the most recent update to the schedule and c) only if the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the projected date for Substantial Completion of the Project that was shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting the Project Substantial Completion date will be considered in evaluating the merit of a delay request and in adjusting the schedule. Time extensions will not be considered if such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. Requests for an extension of time which are not supported by this information shall not be considered for approval by the Owner.

21.4.3 In anticipation of the possibility of delay due to unusual inclement weather, the General Contractor shall identify those activities in the baseline schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by inclement weather.

21.4.4 Delays caused by inclement weather shall be incorporated in the Project schedule when the schedule is next updated by showing actual dates and/or percent complete for those activities that were impacted by the inclement weather as well as the effects of any effort to mitigate such delays. When claims are submitted for time extensions resulting from more than one occurrence of unusually inclement weather during a month, the Project schedule shall be updated to reflect such separate events sequentially so that the impact of each subsequent occurrence is shown on an adjusted Project schedule that includes all prior claims for additional time.

21.5 Any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike, including, but not limited to, the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on progress.

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

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

21.8 The Contract time will only be adjusted for causes specified above. Extension of time will only be approved by the Consultant if the General Contractor can provide such justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required date of Substantial Completion, and 2) that the General Contractor has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.8.1 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the General Contractor shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such request on the Project Substantial Completion date as shown in the updated Project schedule most recently submitted to the Owner. The analysis shall include a partial network diagram or “fragnet” (a sequence of new or revised activities or durations that
are proposed to be added to the existing schedule) showing the critical path tasks for the project which are
impacted by the event giving rise to the request or by any other concurrent event, showing any other concurrent
delays, and showing the schedule both prior to and after the event. This impact analysis and the “fragnet” shall
include the new activities and/or activity revisions proposed to be added to the existing schedule and shall
demonstrate the claimed impact on critical path and the project substantial completion date. Time extensions
will not be considered for events caused by acts of, or by failure to act by, the General Contractor or the
General Contractor’s Subcontractor(s). Time extensions will not be considered in the event such adjustments
do no exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for
concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually
impacting project substantial completion will be considered in adjusting the schedule and evaluating the merit
of a delay claim. Requests for an extension of time which are not supported by this information shall not be
considered for approval.

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a
revised schedule at the time of approval. No subsequent requests for time extension will be considered unless
the previous approved time extensions have been incorporated in the Project schedule on which the requests are
based. All changes and/or additions to the schedule must meet the approval of the Owner.

21.10 Except as provided for in Article 21.10.1 below, no payment or compensation shall be made to the
General Contractor and extensions of the time fixed for completion of the Contract shall be the General
Contractor’s sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of
the Work, unless such delays, hindrances, obstructions or impacts are, in whole or in part, within the control of
the Owner.

21.10.1 In the event the Owner orders changes to the scope of Work for the Project that are discretionary in
nature and subject to the requirements of Article 21.8 and 21.8.1, can be demonstrated to extend the date of
Substantial Completion of the Project, the General Contractor shall be entitled to reimbursement for job site,
general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the General Contractor’s performance of the Contract
are, in whole or in part, within the control of the Owner and subject to the requirements of Article 21.8 and
21.8.1, can be demonstrated to extend the date of Substantial Completion of the Project, the General Contractor
shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.3 Such reimbursements shall not include consequential or similar damages, exemplary damages,
damages based on unjust enrichment theory, or any form of home office overhead.

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

22.1 The General Contractor shall promptly remove from the site and replace any material and/or correct
any Work found by the Consultant to be defective or that fails to conform to the requirements of the Contract,
whether incorporated in the Work or not, and whether observed before or after Substantial or Final Completion.
The General Contractor shall bear all costs of removing, replacing or correcting such Work or material
including the cost of additional professional services necessary, and the cost of repairing or replacing all Work
of separate contractors damaged by such removal or replacement.

22.2 The Consultant will notify the General Contractor and the Owner immediately upon its knowledge that
additional services will be necessary. The Owner may consent to accept such nonconforming Work and
materials with an appropriate adjustment in the Contract Amount. Otherwise, the General Contractor shall
promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to
the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by
such removal or replacement. If the General Contractor fails to commence and continue to correct non-
conforming Work within a reasonable time as determined by the Consultant, the Owner may without limitation
of other rights available to the Owner and without prejudice to other remedies, take any necessary action to
make the necessary corrections. If the Owner makes required corrections for non conforming Work or
materials, a Change Order will be issued reflecting an equitable deduction from the Contract Amount. This
amount will be deducted from payments due to the General Contractor or, if no additional payments are due, General Contractor or the General Contractor's surety shall be responsible for payment of this amount.

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

23.1 Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the General Contractor of responsibility for materials and equipment incorporated into the Work that fail to meet specification requirements, or for use of faulty materials or poor quality workmanship. If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the General Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The General Contractor shall correct any defects due to these conditions and pay for any damage to other Work resulting from their use. Nothing contained in this clause shall be construed to establish a period of limitation with respect to any obligation of the General Contractor under the Contract including, but not limited to, Warranties. The obligation of the General Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranty required by the Contract, given by the General Contractor, or otherwise recognized or prescribed by law.

23.2 In addition to being responsible for correcting the Work and removing any non conforming Work or materials from the job site, the General Contractor shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services and any resulting damages to other property or to work of other contractors or the Owner.

23.3 If the General Contractor fails to correct nonconforming Work within a reasonable time as determined by the Consultant, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for nonconforming Work or materials after Final Payment to the General Contractor, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from General Contractor or surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

24.1 The Owner, by written notice to the General Contractor, may terminate this Contract in whole or in part when it is in the interest of the Owner, at the sole discretion of the Owner. In such case, the General Contractor shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The General Contractor shall not be entitled to profit and overhead on Work not performed.

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the General Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice may order the General Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The Consultant may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The General Contractor shall not be entitled to an adjustment in the Contract Time or Amount under this clause in the event such stoppages are determined to be the fault of the General Contractor or its Sub-contractor(s). The right of the Owner or Consultant to stop Work shall not give rise to a duty on the part of the Owner or Consultant to exercise this right for the benefit of the General Contractor or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF GENERAL CONTRACTOR

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract upon the occurrence of any one or more of the following events:
26.1.1 If the General Contractor refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the General Contractor fails to complete the Work within such time;

26.1.2 If the General Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the General Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the General Contractor, or if a trustee or receiver is appointed for the General Contractor or for any of the General Contractor's property on account of the General Contractor's insolvency, and the General Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;

26.1.3 If the General Contractor repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that Sub-contractors supply adequate supervision, suitable materials or equipment, or adequate numbers of skilled workmen and supervision to the Work;

26.1.4 If the General Contractor repeatedly fails to make prompt payments to Sub-contractors or suppliers at any tier, or for labor, materials or equipment;

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

26.1.6 If the General Contractor disregards the authority of the Consultant or the Owner;

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

26.1.8 If the General Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.

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

26.3 In the event that the Contract is terminated, the Owner may demand that the General Contractor's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the General Contractor's Surety not utilize the General Contractor in performing the Work. Upon the failure or refusal of the General Contractor's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.

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

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess
shall be used to pay the General Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the General Contractor or the General Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the General Contractor shall not be eligible for the award of such Contract.

26.3.3 The General Contractor shall be liable for any damage to the Owner resulting from the termination or the General Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The General Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

26.3.4 If liquidated damages are provided in the Contract and the Owner terminates the Contract, the General Contractor shall be liable for such liquidated damages, as provided for in Article 29.2 and 29.3 below, until Substantial Completion and Final Completion of the Work are achieved.

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

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

ARTICLE 27 - SUSPENSION OF WORK

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

ARTICLE 28 - TIME OF COMPLETION

28.1 The General Contractor shall begin the Work on the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The end of the Contract Time shall be the date specified on the approved certificate of Substantial Completion. The time for completion set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

28.2 Substantial Completion is defined in Article 1.1.17 of these General Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use shall remain for Final Completion. The ability to occupy or utilize shall include regulatory authority approval unless regulatory approval is delayed due to actions of the Owner or the Consultant. When the Owner accepts and occupies a portion of the Project, the operation, maintenance, utilities, and insurance of that portion of the Project becomes the responsibility of the Owner.

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

28.3.1 When the General Contractor considers the entire Work is substantially complete as defined in Article 1.1.17 of these General Conditions, and is ready for its intended use, the General Contractor shall notify the Consultant in writing and request an inspection. The declaration and request shall be accompanied by a list prepared by the General Contractor of those items of Work still to be completed or corrected. The failure of the General Contractor or Consultant to include any item or items, which are not completed or which need
correction, on such list shall not alter the responsibility of the General Contractor to complete all Work in accordance with the Contract Documents.

28.3.2 The Consultant shall, within a reasonable time after receipt of notification from the General Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultant's review, the General Contractor shall submit all As-Built drawings, Notice of Termination, catalog data, complete operating and maintenance instructions, manufacturer specifications, certificates, warranties, written guarantees and related documents required by the contract. The Consultant shall review said documents for accuracy and compliance with the Contract Documents and incorporate them into complete operating instructions and deliver them to the Owner.

28.3.3 If the Consultant considers the Work substantially complete, the Consultant shall recommend that the Owner prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities between the Owner and General Contractor for security, maintenance, heat, utilities and insurance, if not otherwise provided for in the Contract Documents, and a tentative list of items to be completed or corrected, and shall fix the time within which the General Contractor shall complete the items listed therein. This time shall not exceed thirty (30) Calendar Days unless otherwise provided for in the Work Order. The Certificate of Substantial Completion shall be submitted to the Consultant and General Contractor for their written acceptance of the responsibilities assigned to them in the certificate. The Project shall not be deemed substantially complete until the certificate is issued. If, after making the inspection, the Consultant does not consider the Work substantially complete, the Consultant will notify the Owner and the General Contractor in writing, giving the reasons therefore.

28.4 Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner’s personnel in the maintenance and operation of the new installations, the Contractor shall comply with the requirements of Article 8.7 of the Special Conditions. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owner's Project Manager by or before the time construction is 75% complete, as reflected by the Contractor’s most recently submitted Application for Payment.

28.4.1 The provisions of Article 30.11 notwithstanding, if the General Contractor meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects management Division, may reduce the retainage to not less than three percent (3%) of the current Contract Amount. In the event progress falls behind the approved progress schedule, the full 5% will immediately be reinstated by the Owner including all past retainages not held.

28.4.2 In the event the General Contractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

28.5 Project Close Out. When the General Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the General Contractor shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the General Contractor that the Work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will so notify the General Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the General Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the General Contractor including all architectural, engineering and inspection costs and expenses incurred by the
Consultant and the Owner, and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

**ARTICLE 29 - LIQUIDATED DAMAGES**

29.1 The Owner and the General Contractor recognize and agree that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract plus any extensions that may be allowed. The parties further recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner should the Work not be completed on time. The Owner and the General Contractor agree on the amounts stated as liquidated damages in the Agreement. The Owner and General Contractor agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the General Contractor fail to satisfactorily complete the Work under Contract on or before the date stipulated for Substantial Completion, as adjusted by approved Change Orders, if any, the General Contractor will be required to pay liquidated damages to the Owner for each consecutive Calendar Day that the Owner is deprived of full use of the area beyond the date specified unless otherwise stipulated elsewhere by Owner. After the date for Substantial Completion has been certified by the Owner, the General Contractor shall cease to owe liquidated damages until the date established for Final Completion.

29.3 If Final Completion is not achieved by the date established for Final Completion, as adjusted by approved Change Orders, if any, liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all Work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will, in any degree, release the General Contractor from further obligations and liabilities to complete the entire Contract. Permitting the General Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

**ARTICLE 30 - PAYMENT TO THE GENERAL CONTRACTOR**

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The General Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Sub-contractors. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents, except the final payment, shall be submitted in whole dollar amounts. All payment applications from the General Contractor shall include line items for overhead, profit and general condition costs.

30.2 The Consultant shall, within ten (10) Business Days after receipt of each application for payment, certify approval of payment in writing to the Owner and present the application to the Owner, or return the application to the General Contractor indicating in writing its reasons for refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the Consultant, will issue payment on or within thirty (30) Business Days from the date received from the Consultant. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

30.3 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at an off jobsite location agreed to in writing by the Owner that meets the manufacturer’s requirements for the stored material and not-comingled with other material, the General Contractor shall furnish the following:

30.3.1 A list of the materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices.
30.3.2 Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

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

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

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

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

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

30.6 Each payment made to the General Contractor shall be on account of the total amount payable to the General Contractor and the General Contractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving General Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

30.7 Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractor's applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

30.8 Retainage – The Owner will retain ten percent (10%) of the General Contractor’s progress payments until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in Article 28.4.1 above, the Owner shall retain five percent (5%) of the total contract amount until Substantial Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term “in full compliance” shall mean 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents. Subsequent to the issuance of the Substantial Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner, the amount of retainage may then be reduced and a sufficient sum retained by Owner to assure completion of the remaining unfinished Work. Retainage reduction as provided for in this Article 30.8 is contingent upon the General Contractor and/or Sub-contractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents.

30.8.1 In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:
30.8.1.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

30.8.1.2 Action required by the Owner to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

30.8.1.3 Failure of the General Contractor to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the General Contractor to make payment properly to Sub-contractors; suppliers of material, services or labor; or to reimburse the University for utilities or other services as provided for in the Contract;

30.8.1.5 Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

30.8.2 When the Owner is satisfied that the General Contractor has remedied any such deficiency, payments shall be made of the amount being withheld on the next scheduled application for payment.

30.9 Final Payment – When all Work is completed and acceptable and the Contract is fully performed, the General Contractor will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the General Contractor of all required documents and releases, all retained amounts shall be paid to the General Contractor as part of the Final Payment. By accepting such payment, the General Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the General Contractor, or any vendors or material suppliers, have been paid or will be paid from the proceeds of the final payment; and that, further, there are no liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

30.10 The General Contractor shall promptly pay each Sub-contractor and material supplier upon receipt of payment from the Owner the amount to which said Sub-contractor and supplier is entitled, reflecting the percentage actually retained from payments to the General Contractor on account of such Sub-contractor’s work. The General Contractor shall, by an appropriate Agreement with each Sub-contractor and material supplier, require each Sub-contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

30.10.1 The Consultant may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the General Contractor and the action thereon by the Consultant.

30.10.2 Neither the Owner nor the Consultant shall have any obligation to make payment to any Sub-contractor or material supplier except as may otherwise be required by law.

ARTICLE 31 - AUDITS

31.1 The General Contractor’s Trade Contractors’, sub-contractors’ and/or vendor’s “records” shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner’s representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner’s representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with General Contractor’s employees, field and agency labor, Trade Contractors and vendors.
31.2 “Records” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents’ reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other General Contractor or contractor records which may have a bearing on matters of interest to the Owner in connection with the General Contractor’s dealings with the Owner (all foregoing hereinafter referred to as the “records”) to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- Compliance with Contract requirements for deliverables;
- Compliance with approved plans and specifications;
- Compliance with Owner’s business ethics expectations;
- Compliance with Contract provisions regarding the pricing of change orders;
- Accuracy of General Contractor representations regarding pricing of invoices; and
- Accuracy of General Contractor representations related to claims submitted by the General Contractor or its payees.

31.3 The General Contractor shall require all payees (examples of payees include Trade Contractors, Subcontractors, vendors, and/or material suppliers) to comply with the provisions of this Article 32 by including the requirements hereof in a written contract agreement between the General Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The General Contractor will cooperate fully and will cause all related parties and all of the General Contractor’s Trade Contractors and/or subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.

31.4 Owner’s authorized representative or designee shall have reasonable access to the General Contractor’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall provide adequate and appropriate work space in order to conduct audits in compliance with this Article. The General Contractor and its payees agree bear their costs and expenses relating to any inspections and audits.

31.5 If an audit inspection or examination in accordance with this Article discovers any fraud or misrepresentation, or discloses overpricing or overcharges (of any nature) by the General Contractor to the Owner, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner’s audit shall be reimbursed to the Owner by the General Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the General Contractor’s invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner’s findings to the General Contractor.

31.6 The provisions of Articles 31.1, 31.2 and 31.5 notwithstanding, the Owner shall have the right to conduct inspections and audits of any matter relating to the Contract Documents or the Work, which shall be for the Owner’s sole benefit and shall not relieve the General Contractor, its sureties, contractors, subcontractors suppliers and their respective employees and agents of any obligations under the Contract Documents.

31.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the General Contractor, its sureties, contractors, subcontractors, vendors and their respective employees and agents.
ARTICLE 32- PROGRESS & SCHEDULING

32.1 The General Contractor shall prepare and submit to the Owner and the Consultant a CPM type construction schedule for the Work. The schedules submitted for this Project shall be prepared using Primavera scheduling software (Primavera Contractor; Primavera SureTrak with files saved in Concentric P3 format; Primavera P3; or Primavera P6). The schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity with the critical path highlighted. The schedules shall include, but not be limited to, submittal processing, fabrication and delivery of materials, construction, testing, clean-up, work and/or materials to be provided by the Owner, dates and durations for major utility outages requiring coordination with the Owner and the Owner’s operations, and significant milestones related to the completion of the Project.

32.2.1 The General Contractor shall use scheduling software appropriate to meet the requirements of the Project and the intent of these Contract Documents, and shall advise the Owner in writing of the Primavera software program and version that will be used.

32.1.2 The schedules shall coordinate Work in accordance with all schedules included in the Owner’s approved Program. Construction work shall be scheduled and executed such that operations of the University are given first priority. This applies particularly to outages and restriction of access.

32.1.3 The schedule shall not exceed time limits established for the Project. Schedules which reflect a duration less than the Contract Time are for the convenience of the General Contractor and shall not be the basis of any claim for delay or extension of time.

32.1.4 Schedules shall be revised at appropriate intervals as required by the condition of the Work and the Project, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

32.1.5 The General Contractor shall also submit a payment schedule indicating the percentage of the Contract Amount and the anticipated monthly payments the Owner may make during the Project. The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the General Contractor.

32.2 The General Contractor shall prepare and keep current, for the Consultant's approval, a separate schedule of submittals which is coordinated with the General Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

32.3 The General Contractor shall cause the work to be performed pursuant to the most recent schedules.

ARTICLE 33 - USE OF COMPLETED PORTIONS

33.1 Upon mutual Agreement between the Owner, General Contractor, and Consultant, the Owner may use a completed portion of the Project after an inspection is made. Such possession and use shall not be deemed as acceptance of any Work not completed in accordance with the Contract Documents, nor shall such possession and use be considered to alter warranty obligations or cause any warranty period to commence prior to Substantial Completion.

ARTICLE 34 - INDEMNIFICATION

34.1 To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the General Contractor, any Sub-contractor or material supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This basic obligation
to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner, its consultants, and their respective employees and agents would otherwise have.

34.2 The General Contractor shall also indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from any claims relating to the Project brought against the Owner, its consultants, and their respective employees and agents by any Sub-contractor unless such claims are due to the gross negligence or misconduct of the Owner or Consultant.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the General Contractor, any Sub-contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the General Contractor or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the General Contractor under this Article shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 35 - INSURANCE

35.1 The General Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies. Any endorsements required to validate such waiver of subrogation shall be obtained by the General Contractor at the General Contractor’s expense.

35.2 The General Contractor shall not commence, nor allow any Sub-contractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.

35.3 Workers' Compensation and Employers' Liability Insurance. The General Contractor shall acquire and maintain Workers’ Compensation insurance with Kentucky’s statutory limits and Employers’ Liability insurance as defined in the Special Conditions for all employees who will be working at the Project site. In the event any Work is sublet, the General Contractor shall require any Sub-contractor to provide proof of this insurance for the Sub-contractors' employees, unless such employees are covered by insurance provided by the General Contractor.

35.4 The General Contractor shall either require each Sub-contractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Sub-contractors under a blanket form as described below:

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

35.4.1.1 The limits of liability shall not be less than defined in the Special Conditions.

35.4.2 Comprehensive Automobile Liability Insurance. The General Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than defined in the Special Conditions.

35.4.3 Excess or Umbrella Liability Insurance. The General Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form commercial general liability insurance, business automobile liability insurance and employers' liability insurance. This policy shall have a minimum as defined in the Special Conditions for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

35.5 Builders Risk Insurance. The General Contractor shall purchase and maintain an “all risk” Builder’s Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, General Contractor, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. General Contractor’s work performed, and materials to be incorporated into the project and stored on the jobsite, will be covered. Builder’s Risk does not include temporary buildings, or General Contractor or General Contractor’s tools, equipment, or trailers and contents.

35.6 Insurance Agent and Company Insurance as required in the bidding process of the Project shall be written according to applicable state law in Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS: 304.1-.110.

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

36.1 The General Contractor shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The General Contractor shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the General Contractor or its Sub-contractors for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

36.2 Each bond furnished by the General Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Amount is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amounts.

36.3 The performance and payment bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed resident agent.

36.4 Unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550, the General Contractor's bonds shall include a provision to guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the bid documents.
ARTICLE 37 - DAMAGED FACILITIES

37.1 The General Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own forces, Sub-contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

37.2 Water damage to the interior of any building caused by Work performed under the Contract or incidental thereto, whether by the General Contractor’s own forces, Sub-contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the General Contractor at the General Contractor’s expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the General Contractor at the General Contractor’s expense.

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

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

ARTICLE 38- CLAIMS & DISPUTE RESOLUTION

38.1 All General Contractor's claims and disputes shall be referred to the Consultant for review and recommendation. All claims shall be made in writing via the Contractor Change Request (CCR) module in Constructware® to the Consultant and Owner, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the General Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final Payment shall be waived. The Consultant shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of a claim or dispute.

38.1.1 The provisions of Article 43.2 notwithstanding, claims and disputes between the General Contractor and any Sub-contractor or supplier shall not be referred to the Consultant except to request interpretation and/or clarification of the intent of the plans or specifications. Such claims and disputes between the General Contractor and any Sub-contractor shall be resolved between those parties as required by Article 43.4 of these General Conditions.

38.2 The Consultant's decision shall be final and binding on the General Contractor unless the General Contractor submits to the Consultant and the Project Manager a written notice of appeal within fifteen (15) Calendar Days of the Consultant’s decision. The General Contractor must present within fifteen (15) Calendar Days of the notice to appeal a narrative claim in writing with complete supporting documentation. After receiving the written claim, the Project Manager will review the materials relating to the claim and may meet with the Consultant and/or the General Contractor to discuss the merits of the claim. The Project Manager will render a decision within thirty (30) Calendar Days after receiving the written claim and supporting documentation. The decision of the Project Manager shall be final and binding pending further appeal as provided for in Article 39. If the Consultant or the Project Manager do not issue a written decision within thirty (30) calendar days after receiving the claim and supporting documentation, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

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

38.4 The General Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute, and the Owner shall continue to pay for undisputed work in place.

ARTICLE 39 - CLAIMS FOR DAMAGE

39.1 Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or other controversy arising under the Contract, such claim or controversy shall be made in writing to the other party within 30 days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of the Capital Project Management Division at the University of Kentucky (“Director”) or his designee for the University of Kentucky. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the claim or controversy with the General Contractor. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the General Contractor. The decision rendered shall be final and conclusive unless the General Contractor files suit pursuant to KRS 45A.245. If the Director, or designee, does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

39.2 Any legal action on the Contract shall be brought in the Franklin Circuit Court and shall be tried by the Court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner. The Owner shall recover from the General Contractor all attorney's fees, costs and expenses incurred to the extent the Owner prevails in defending or prosecuting each claim in litigation of disputes under the Contract. The Owner is the prevailing party under this provision and is entitled to recover attorneys’ fees, costs and expenses on a claim-by-claim basis to the extent the Owner successfully defeats or prosecutes each claim. A recovery of a net judgment by the General Contractor shall not be determinative of the Owner’s right to recover attorneys’ fees, expenses and costs. Rather, such a determination shall be made based on the extent that the Owner successfully defends or prosecutes each distinct claim in litigation under the Contract, even if the Owner does not prevail on every claim. The General Contractor shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

ARTICLE 40 - LIENS

40.1 The filing and perfection of liens for labor, materials, supplies, and rental equipment supplied on the Work are governed by KRS 376.195 et seq.

40.2 Statements of lien shall be filed with the Fayette County Clerk and any action to enforce the same must be instituted in the Fayette Circuit Court, pursuant to KRS 376.250 (2).

40.3 The lien shall attach only to any unpaid balance due the General Contractor for the improvement from the time a copy of statement of lien, attested by the Fayette County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

ARTICLE 41 - ASSIGNMENT

41.1 Neither party to the Contract shall assign the Contract, or any portion thereof without the prior written consent of the other, which consent may be granted or withheld in the granting party’s sole and absolute discretion. The General Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the General Contractor has the prior written approval of the Owner (which approval may be granted or withheld in the Owner’s sole and absolute discretion) and the Surety on the General Contractor's bond has given written consent to any such assignment.
ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by University personnel, such contracts shall be assignable to the General Contractor and shall contain the same terms and conditions as the contracts between the General Contractor and the Sub-contractors. The General Contractor will be entitled to a maximum of 7% total fee on the value of such assigned contracts. The General Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Consultant may direct.

42.2 Should the General Contractor cause damage to any separate contractor on the Work, and the separate contractor sues the Owner on account of any damage alleged to have been so sustained, the General Contractor shall be responsible for all costs, attorney’s fees and expenses incurred by the Owner for defending such proceedings unless the Owner prevails on behalf of the General Contractor in which case fees and expenses will be the responsibility of the separate contractor and if any judgment against the Owner arises therefrom, the General Contractor shall pay or satisfy it and shall pay all costs, attorney’s fees and expenses incurred by the Owner.

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

42.4 Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.

ARTICLE 43 - GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

43.1 The General Contractor is fully responsible to the Owner for the acts and omissions of the Sub-contractors and of persons either directly or indirectly employed by them. The General Contractor is responsible for the acts and omissions of persons employed directly by the General Contractor and for the coordination of the Work, including placement and fittings of the various component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Sub-contractors, will be paid by the Owner.

43.2 Except as otherwise provided in these Contract Documents, the General Contractor agrees to bind every Sub-contractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the General Contractor shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The General Contractor shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The General Contractor shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Sub-contractor or supplier. The General Contractor is hereby notified that it is the General Contractor's contractual obligation to settle disputes between Sub-contractors and/or suppliers. Neither the Owner nor the Consultant will settle disputes between the General Contractor and the Sub-contractors or suppliers, or between Sub-contractors or suppliers.

43.4.1 The Owner does not waive sovereign immunity under KRS 45A.245(1) for any claim or claims made by parties not having a written contract with the University of Kentucky.

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43.4.2 Third party and/or flow-through type claims, from Sub-contractors and/or suppliers or any other entity not having a written contract directly with the University, are specifically prohibited by this Contract and no provision of the General Contractor’s contracts with such entities shall indicate otherwise.

43.4.3 The General Contractor shall indemnify and hold harmless the Owner and it’s agents and employees from any claims relating to the Project brought against the Owner by any of the General Contractor’s Sub-contractors or suppliers, or between their sub-contractors or suppliers.

ARTICLE 44 - CASH ALLOWANCE

44.1 The General Contractor is to provide or require the Sub-contractor(s) to include in the Contract Amount all costs necessary to complete the Work. Costs based on “allowances” shall be permitted only for objectively quantifiable material items and only with the prior written approval of the Owner.

ARTICLE 45 - PROJECT SITE LIMITS

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

ARTICLE 46 - CLEAN UP

46.1 The General Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

46.2 At the completion of the Work, and prior to final inspection and acceptance, the General Contractor shall remove all remaining waste materials, rubbish, General Contractor’s construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the General Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the General Contractor.

ARTICLE 47 - POINTS OF REFERENCE

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

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

48.1 Reference to or the listing of items to be incorporated in the construction without referring to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall be interpreted as establishing the general intent of the Contract and the general standard of quality for that item.

48.2 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, with the words "or equal", shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.

48.2.1 Substitution of other equipment and materials as “or equal” to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Contractor has the burden to prove equality of any substitution requested.
48.3 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words “or equal”, shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

48.3.1 In the event the Contract Documents contain specific reference to two or more items as described in Article 48.3, any of those listed will be acceptable.

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

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

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

48.5 In substituting materials or equipment, the Contractor assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite consultant approval, and all costs associated with the substitution shall be the responsibility of the Contractor. The Consultant shall be reimbursed by the Contractor for any architectural or engineering revisions required as the result of such substitutions.

48.6 Inclusion of a certain make or type of materials or equipment in the Contractor's bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the Contract Documents and any such substitutions in the preparation of the bid without written approval shall be at the sole risk of the Contractor.

ARTICLE 49 - TEST AND INSPECTION

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

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

49.3 The technical specifications may indicate specific testing requirements to be performed by the General Contractor. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the General Contractor. Testing shall be completed using a testing facility or laboratory approved by the Owner.

49.4 The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the General Contractor.

ARTICLE 50 - WARRANTY

50.1 The General Contractor warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Owner, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the General Contractor requests approval of a substitution of material or equipment, the General Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The General Contractor explicitly warrants the merchantability, the fitness for a particular purpose,
and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the General Contractor shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the General Contractor is entitled from manufacturers, suppliers, and Sub-contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the General Contractor to replace defective material and equipment and re-execute defective Work which is disclosed to the General Contractor by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one year from Substantial Completion as provided for by law or by the Contract Documents.

50.2 Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the General Contractor or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The General Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at the General Contractor’s own expense. The General Contractor shall be liable for correction of all damage resulting from defective Work. If the General Contractor fails to remedy any defects or damage, the Owner may correct Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable from the General Contractor or the surety. The Owner will give notice of observed defects with reasonable promptness.

50.3 The General Contractor shall guarantee that labor, material, and equipment will be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract pursuant to Article 23 in addition to warranty obligations which extend beyond one year from Substantial Completion. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this warranty.

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

50.5 In addition to the foregoing, the General Contractor shall warrant for a period of one (1) year that all buildings and other improvements constructed as a part of the Work shall be watertight and leak proof at every point and in every area. The General Contractor shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the General Contractor’s expense, (a) do any work to be necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, fences and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The General Contractor shall address and resolve to the Owner’s satisfaction any warranty claims made by or on behalf of the Owner during the above described warranty period and all repairs and replacements made by the General Contractor pursuant to this Article 50 shall be warranted by the General Contractor, on the terms set forth in this Article 50, for a period of time commencing upon the completion of such repairs and replacements and ending on the later of (a) the expiration of the one (1) year warranty period provided for above or (b) six (6) months after the date such repair or replacement is completed.

50.7 All costs, attorney's fees and expenses incurred by the Owner as a result of the General Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the General Contractor.
ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS

51.1 In performing the Work, the General Contractor and Sub-contractors are required to comply with the wage and hour requirements of KRS 337.505-337.550, except where the contract meets exemption requirements of KRS 337.010.

51.2 On Projects not exempted under KRS 337.010, the General Contractor and Sub-contractors shall pay all laborers, workers and mechanics performing Work under this Contract not less than the wages set forth in the prevailing wage schedule, incorporated as part of the bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with provisions of KRS 337.505 through KRS 337.550.

51.3 On covered Projects, the General Contractor shall post and keep posted in a conspicuous place or places at the site of the Work a copy or copies of the prevailing rates of wages and the working hours as prescribed in the Contract Documents. Any laborer, worker, or mechanic working in excess of eight (8) hours per day or forty (40) hours per week, except in cases of emergency caused by fire, flood, or damage to life or property, shall be paid not less than one and one-half (1 1/2) times the basic hourly rate of pay fixed by law for all overtime worked. The determination of when an emergency exists shall be made by the Consultant or Owner as provided by law. Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated base rate for all hours worked in excess of eight (8) per day, or in excess of forty (40) hours per week. KRS 337.540 permits an employee and employer to agree in writing that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one workday but not more than ten (10) hours worked in any one (1) calendar day where there the employee and employer enter into an agreement in writing prior to the working of any one (1) day in excess of eight (8) hours, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. This applies to all prevailing wage determinations issued by the Labor Cabinet. As a point of clarification, if no collective bargaining agreement exists, employers must have a signed agreement with each employee on the Project. These agreements must be maintained at the employer's office along with the payroll records.

51.4 The General Contractor and all Sub-contractors shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than prevailing rate of wages. Records shall indicate the hours worked each day by each employee in each classification of Work and amount paid each employee for his work in each classification. Payroll records are to be maintained within the state for one year after completion of the Contract. These records are to be open for inspection and transcript by the Department of Labor at any reasonable time.

ARTICLE 52 - APPRENTICES

52.1 Apprentices (for all classifications of work) shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship and Training, United States Department of Labor.

ARTICLE 53 - GOVERNING LAW

53.1 This Contract and all issues and disputes arising out of this Contract shall be governed by the laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the General Contractor agrees as follows:

54.1.1 The General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The General Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability in employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and
selection for training, including apprenticeship. The General Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

54.1.2 The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability in employment.

54.1.3 The General Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the General Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

54.2 Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

55.1 The General Contractor and any Sub-contractor is exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Act of 1978, KRS 45.550 to KRS 45.640 “The Act”, if any of the following conditions are applicable:

55.1.1 The sub-contract awarded is in the amount of two hundred and fifty thousand dollars ($250,000.00) or less, and the amount of the sub-contract is not a subterfuge to avoid compliance with the provisions of the Act;

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

55.1.3 The General Contractor or Sub-contractor employs only family members or relatives;

55.1.4 The General Contractor or Sub-contractor employs only persons having a direct ownership interest in the business and such interest is not a subterfuge to avoid compliance with the provisions of The Act.

55.2 The General Contractor and any Sub-contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire minorities from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the General Contractor or Sub-contractor have collective bargaining agreements be unwilling to provide sufficient minorities to satisfy the agreed upon goals and timetables, the General Contractor and Sub-contractors shall hire minorities from other sources within the drawing area;

55.2.2 The equal employment provisions of The Act may be met in part by the General Contractor contracting to a minority contractor or Sub-contractor. A minority contractor, Sub-contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

55.2.3 Each General Contractor shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to its employment practices and Work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the General Contractor is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such General Contractor ineligible to submit proposals on further contracts until such time as the General Contractor complies in full with the requirements of The Act.
55.4 Any provisions of The Act notwithstanding, no General Contractor shall be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.
UNIVERSITY OF KENTUCKY  
SPECIAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION BY A GENERAL CONTRACTOR  

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ARTICLE 1 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.

1.4 Except as otherwise provided, where these Contract Documents obligate the Contractor to certain responsibilities or require the Contractor to perform certain actions, the Contractor may require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the Contractor of its obligation to the University under this contract.

ARTICLE 2 FIELD CONDITIONS

2.1 Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing on 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 Contractor to obtain such site information prior to submitting their proposal, and no adjustment to the Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the Contractor to do so.

ARTICLE 3 OWNER'S PROJECT MANAGER

3.1 The Owner Project Manager during construction shall be Jonathan Pelgen, University of Kentucky Center for Applied Energy who shall be in charge of the Project.

ARTICLE 4 CONSULTANT

SECTION NOT APPLICABLE

ARTICLE 5 GEOTECHNICAL REPORT

SECTION NOT APPLICABLE

ARTICLE 6 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be as follows:

6.1.1 Phase 1 - All structural, mechanical and electrical work pertaining to the membrane separation system shall be completed in fourteen (14) consecutive calendar days from the date of commencement as specified in the Purchase Order letter and Final Completion shall be 30 days thereafter.

6.1.2 Phase 2 - All structural, mechanical and electrical work pertaining to the solvent recovery system shall be completed in fourteen (14) days from the date of commencement as specified in the Purchase Order letter and Final Completion shall be 30 days thereafter.

ARTICLE 7 LIQUIDATED DAMAGES
7.1 Should the Contractor fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of (Two Hundred Fifty) Dollars ($250.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Contractor 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 Fifty) Dollars ($250.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 8 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMISSIONS - GENERAL

8.1.1 The Contractor shall submit each set of Design Drawings and Shop Drawings with a separate transmittal form. The transmittal form will be provided by the Owner's Project Manager during the Pre-Construction meeting.

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

8.1.3 All submittals are to be reviewed by the Contractor for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the Contractor. Submittals made directly to the Contractor by manufacturers or suppliers will not be accepted or reviewed.

8.1.4 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the Contractor shall be made to any changes other than those in response to the Project Manager’s or his designee’s review.

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

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

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "A = Approved", "FS = Furnish as Submitted", or "NET = No Exceptions Taken" : Proceed with the Work, no corrections needed.

8.2.3.2 "AN = Approved as Noted" or "FC= Furnish as Corrected": Proceed with the Work, noting the corrections/conditions of the approval.

8.2.3.3 "RR = Revise and Resubmit": Do not proceed with the Work, as the submittal does not comply with the Contract Documents. Revisions to the submittal are required for approval.
8.2.3.4 “SC = See Comments”: Do not proceed with the Work. Comments have been made to the submittal which may require revisions or deviations from the contract documents.

8.2.3.5 "NA = Not Approved": Do not proceed with the Work, the submittal is rejected.

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

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

8.3.1.2 The Contractor understands and agrees that, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Contractor, shall submit to the Owner a log fixing the dates for submission of Shop Drawings, special order material items, certifications, guarantees, and any other items required to be submitted to the Project Manager for review, approval or acceptance.

8.4.2 Upon review and approval of the initial log schedule, the Contractor shall complete the remaining portion as Shop Drawings are submitted for approval. The log shall track all submittals to date. The updated log shall then be reviewed and discussed at each progress meeting to determine items that may impact the construction schedule.

8.5 Shop Drawings

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

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

8.5.3 The Contractor shall make any corrections required by the Project Manager for compliance to the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Project Manager on previous submissions. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Project Manager that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar date, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.
8.5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been approved by the Project Manager. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

8.5.5 The Project Manager’s approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager’s attention to such deviation at the time of submission and the Project Manager has given written approval to the specific deviation. Any approval by the Project Manager shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be submitted electronically by the Contractor. Submittals must either be accompanied by a Shop Drawing & Procurement Transmittal which the Contractor will create from the Submittal Log. A separate transmittal form or message is to be prepared and attached to each package of submittals. A transmittal form is to accompany the Shop Drawings from the Contractor to the Project Manager and from the Project Manager to the General Contractor. Each individual Shop Drawing shall have a copy of the Shop Drawing & Procurement Transmittal or message attached with its respective specification number and description highlighted.

8.5.7 At the completion of the Project, two complete sets of approved Shop Drawings are to be submitted to the Project Manager. Each set is to be placed in a legal size cardboard file box with each copy of the approved Shop Drawing placed in a separate hanging file folder with file tabs. Each hanging file folder shall contain one copy of an approved Shop Drawing with a copy of the original approved Shop Drawing Transmittal Form.

8.5.9 One copy of each approved Shop Drawing shall be maintained at the job site by the General Contractor's Superintendent. One copy of each approved Shop Drawing shall also be maintained at the job site by the Resident Inspector, if a Resident Inspector is provided.

8.5.10 The minimum number of approved Shop Drawings required to be submitted is four (4); (One for Physical Plant Division’s information; one at the job site for the Contractor; and two (2) at the completion of the Project.) Additional sets needed by the Project Manager, Contractor, Sub-contractors, Suppliers, etc. will be supplied by the contractor.

8.6 SUBMISSIONS – SAMPLES – (NOT USED)

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of two (2) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Project Manager by or before the time construction is 75% complete.

8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service, replace, and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Each manual must contain:

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

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

8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be provided to the Owner's Project manager;
8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

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

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

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

8.7.2.10 Photographs or digital images on CD (.pdf format) showing buried utilities and concealed items shall be provided to the Owner.

8.8 SUBMISSIONS – AS-BUILT SET OF DRAWINGS

8.8.1 The Contractor shall submit one (1) electronic copy of As-Built set of drawings in PDF format and one (1) hard copy indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the Contractor as well as all Sub-contractors. The Contractor shall provide a qualified representative to update the As-Built set of drawings as construction progresses.

8.8.2 The Contractor shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The Contractor shall provide digital images on CD (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album with labeling as to subject of photo, date, and Project. Such album is to be kept at job site with the As-Built Set of Drawings until submittal of same.

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

ARTICLE 9 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful General Contractor will receive one (1) electronic set of plans and specifications. The Contractor is responsible for duplication for all sets required over and above this amount.

ARTICLE 10 PROGRESS MEETINGS

10.1 The Contractor single point of contact and on-site safety officer must attend weekly progress meetings and daily safety meetings during the entire construction phase of the Project. The Owner is entitled to be present at all other Contractor meetings. The Contractor is responsible for scheduling the
weekly progress meetings, daily safety meetings, and will provide a compressive meeting schedule to the Owner.

The following areas will be covered at each weekly progress meeting: current status of work in place, CONTRACTOR’s review of upcoming work (1 week look ahead), schedule status shop drawings due from Sub-contractors, shop drawings being reviewed, change orders pending approval, new business, As-Built updated, close-out documents status, defective work in place issues. Review “pencil copy” of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

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

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

(1) The Owner's Project Manager
(2) Electrical Contractor
(3) Mechanical Contractor
(4) Sub-contractors as requested by Owner
(5) Others requested to attend (as deemed necessary by Project Manager or LG&E and KU Site Representative)
(6) LG&E and KU Site Representative

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Project Manager.

ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART

11.1 Contractor shall prepare project construction schedules as a bar chart, with separate divisions for each major portion of the work, and in sufficient detail to identify the plan and sequence of construction to be followed in meeting the requirements of the contract. Schedule shall include divisions for Work to be accomplished remote from central construction site, e.g. utilities from outside the construction site to the site for chill water, steam, electrical, communications, and/or fire service. Sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30” x 42”. The schedule shall show the complete sequence of construction, by activity, with dates for beginning and completion of each element of the Work.

11.2 The schedule shall be submitted to the Project Manager for review. Review will be only for general conformance to the requirements of the contract. Review comments and/or acceptance of the Contractor’s schedule shall not relieve the Contractor of any obligation for compliance with all requirements of the Contract Documents. Such review and comments shall not constitute interference with the Contractor’s means and methods of construction, which shall remain solely the responsibility of the Contractor.

11.3 Schedules shall be revised no less frequently than weekly to coincide with regular weekly project progress meetings and submission of Applications for Payment, and shall be updated to indicate progress of each activity to date of submittal and projected completion of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes, and further shall be accompanied by a narrative report to define problem areas, anticipated delays, impact on the progress of the Work, and to report corrective action taken or proposed.
11.4 Initial Schedules shall be submitted within 7 days after the date established in Notice to Proceed. After review, required revised data shall be completed within 3 days. Updated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one electronic copy along with a transmittal letter.

11.5 Copies of reviewed Schedules are to be provided to the job site file, Sub-contractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, problems anticipated by Projections shown in Schedules.

11.6 The processing of all progress payments is contingent upon the submission of updated schedules.

11.7 The processing of all Change Orders requesting a time extension to the contract are contingent upon the submission and approval of a revised schedule demonstrating that the change order does impact the date of completion for the entire project. Time extension requests associated with Change Orders that do not impact the date of completion for the entire project will be rejected.

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the General Contractor 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 Contractor to schedule the walk-through with the Owner’s Project Manager, and other interested parties.

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

12.3 The walk-through shall be attended by Owner’s Project Manager, a LG&E and KU Site Representative and the Contractors.

ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE (NOT USED)

ARTICLE 14 FIELD OFFICE

14.1 No additional provisions for a Contractor field office trailer are allowed with this project.

14.2 Contractor is not required to provide a field office for use by the Owner.

14.3 Not applicable.

14.4 The contractor shall make provisions for their own portable restroom facilities.

ARTICLE 15 TELEPHONE SERVICE

15.1 Telephone service during the length of construction shall be paid for by the General Contractor.

ARTICLE 16 CONSTRUCTION FENCE

16.1 Not Applicable

16.1.1 The Contractor will be responsible for erecting barricades as necessary to keep plant and all other personnel on site safe during any lifting, moving, overhead work, etc.
16.1.2 The Contractor will be responsible for managing any necessary diversion of plant traffic with signs, barricades, flagmen, and prior announcements not to impede on-going plant work.

16.1.3 It shall be the Contractor's responsibility to determine the proper quality of materials and methods of installation of the previously mentioned barricades and traffic management supplies with the understanding that all materials must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period.

16.1.4 The Contractor shall be responsible for removing and replacing any barricades and traffic management supplies for access to the site on a daily basis. The Contractor shall police such conditions to assure the materials are reset in a timely manner and are specifically in place at the close of the working day.

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

ARTICLE 17 PROJECT SIGN

17.1 A project sign is not required.

17.2 The Contractor may place signs to identify the work area, identify the project, identify the equipment, office, and laydown areas, and to instruct personnel as necessary.

17.3 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 18 PARKING

18.1 There are two parking lots provided by Brown Station along Curdsville Road. All General Contractor personnel will be required to use these locations and shuttled to the jobsite. The General contractor will be responsible for shuttling personnel. Note that this parking area will be used by other contractors who may be working at E.W. Brown Generating Station at the same time. For the location of these parking areas, refer to the Site Logistics Plan.

ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the Contractor shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in existing buildings shall not be used during construction of the Project. Portable facilities belonging to any other on site contractor shall not be used during construction of the Project.

19.2 Drinking water shall be provided from an approved safe source. The General Contractor is responsible for transportation of water from there. Any potable water facilities and services provided by the General Contractor shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

20.1 Rules of Measurement shall be established by the Project Manager in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the Contractor and be adjusted as before mentioned.
20.2 The Contractor shall pay for and coordinate through the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

ARTICLE 21 ALLOWANCES

21.1 Not Applicable

ARTICLE 22 SEQUENCE OF CONSTRUCTION

22.1 Refer to the Site Logistics Plan for location of approved staging areas, specific access, and staging requirements.

22.2 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.

22.2.1 The Contractor 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.

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

22.4 The Contractor shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Contractor 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. All Contractor personnel are only allowed to be in areas of E.W. Brown Generating Station directly related to the Project construction.

22.5 Special effort shall be made by the Contractor 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 23 CRANE & MATERIAL HOIST OPERATION

23.1 Contractor 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 Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing the pathway of crane lift. Contractor's flag men shall coordinate these activities with the On-site Health and Safety Representative and appropriate site Contractor / Subcontractor Safety Policy.

23.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours. Contractor shall coordinate operation or erection of a crane or material hoist with the appropriate E W Brown Generating Station Operating and Maintenance representatives

ARTICLE 24 UTILITIES
24.1 This Article modifies Article 8 of the General Conditions. Water and electricity for this Project will be provided by E.W. Brown Generating Station. The Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations. Electricity shall not be used for heating purposes. In the event that the Contractor is wasteful with these utilities, the Owner shall charge the General Contractor accordingly.

24.2 UTILITY OUTAGES

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

ARTICLE 25 CLEANING AND TRASH REMOVAL

25.1 The Contractor 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.

25.2 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.

25.3 Upon completion of the Work, Contractor shall thoroughly clean and re-seed or sod grass areas damaged to match existing areas. Unless indicated as sod on Drawings, damaged areas shall be re-seeded.

25.4 The Contractor 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.

25.5 Dumpsters will be provided and maintained by the Contractor.

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

25.7 The Contractor 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 Contractor 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.

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

ARTICLE 26 BLASTING

26.1 There shall be no blasting under any conditions on property of Kentucky Utilities Company or its affiliates unless specified in these Special Conditions.

ARTICLE 27 CUTTING AND PATCHING - NEW AND EXISTING WORK

27.1 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.

27.2 Existing Construction - Refer to Architectural, Structural, 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 Contractor's expense.

ARTICLE 28 UNRELATED PROJECTS

28.1 Unrelated construction Projects may be under way in the vicinity of this Project or the site utility work during the course of the Work related to this Project. This may result in other contractors, equipment, and material or the plant work force to perform work in close proximity to the Project site. The Contractor for this Project must coordinate with the Owner regarding overlapping construction areas. See Article 42 - Separate Contracts of the General Conditions.

ARTICLE 29 OWNER SUPPLIED MATERIALS

SECTION NOT APPLICABLE

ARTICLE 30 REMOVED ITEMS (NOT USED)

ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION (NOT USED)

ARTICLE 32 UK COMMUNICATIONS (NOT USED)

ARTICLE 33 EMERGENCY VEHICLE ACCESS

33.1 Emergency Vehicle Access must be maintained during construction. Contractor 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 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES (NOT USED)

ARTICLE 35 SURVEYS, RECORDS, and REPORTS (NOT USED)

Not applicable.

ARTICLE 36 SMOKING IS PROHIBITED

36.1 For areas located within the E W Brown Generating Station Site, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by KU. “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.

ARTICLE 37 ALTERNATES
37.1 Alternate(s) will be accepted in the sequence of the Alternates listed on the Bid Form, and the lowest Bid Sum will be computed on the basis of the sum of the base Bid and any alternates accepted, within the budgeted amount.

37.2 Refer to the Schedule of Alternates in Division 1 Section “Alternates” for specific details.

ARTICLE 38 FIELD CONSTRUCTED MOCK UPS (NOT USED)

ARTICLE 39 PROJECT COORDINATION VIA COMPUTER (NOT USED)

ARTICLE 40 HOT WORK PERMITS

40.1 All work involving open flames or producing heat and/or sparks in occupied buildings on the University of Kentucky campus will require the Contractor 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.

40.2 Contractor will be responsible for following all E.W. Brown Generating Station safety regulations applicable to hot work, refer to LG&E and KU Services Company Contractor/Sub-Contractor Safety Policy, Attachment F. All hot work must be coordinated with E.W. Brown Generating Station by the General Contractor On-Site Health and Safety Representative.

ARTICLE 41 INSURANCE

41.1 Employers' Liability Insurance. The Contractor shall acquire and maintain Worker’s Compensation Insurance (Statutory Requirements/Kentucky) and 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.

41.2.1 Commercial General Liability Insurance. The limits of liability shall not be less than $5,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $5,000,000 for each person and each occurrence and $2,000,000 for property damage.

41.2.1.1 If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $10,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $10,000,000 will be required.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than $1,000,000 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.
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE BOND

Bond Number: [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of CO2 Capture Modification, with the contract price or amount of $[AMOUNT] (the “Project”);

WHEREAS, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. Recitations: The recitals above are true and substantive parts of this instrument.

2. Definitions: The following terms are defined for the purposes of this instrument:

   (a) Bond means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

   (b) Contract means that certain agreement dated [DATE] for the construction W.T. YOUNG – CUPOLA AND STONE REPAIRS, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

   (c) Contract Change means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. Guaranty: The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is $[AMOUNT], which shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.

5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term thereof, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c) satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so; and (e) reimburses and repays the Owner all such expenses and outlay, without limitation, which the Owner may incur in making good any default. The Bond will otherwise remain in full force and effect.

6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.

7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

**IN WITNESS WHEREOF,** the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of **[DATE]**.

**ATTEST:**
**WITNESSES:**

__________________________________________
Witness as to PRINCIPAL

By

__________________________________________
Witness as to PRINCIPAL

Title

**ATTEST:**
**WITNESSES:**

__________________________________________
Witness as to SURETY

By

__________________________________________
Witness as to SURETY

Attorney-in-Fact
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PAYMENT BOND

Bond Number: _____________

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of CO2 Capture Modification, with the contract price or amount of $_________ (the “Project”);

WHEREAS, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the original contract price or amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, _____________ (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. Recitations: The recitals above are true and substantive parts of this instrument.

2. Definitions: The following terms are defined for the purposes of this instrument:

   (a) Bond means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

   (b) Claimants means all persons having just claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.
(c) **Contract** means that certain agreement dated [DATE] for the construction of W.T. YOUNG – CUPOLA AND STONE REPAIRS, all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).

(d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants. The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.

4. **Bond Amount:** The bond amount is $[AMOUNT], which shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.

5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.

6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.

7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.
IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of [DATE].

ATTEST:
WITNESSES: PRINCIPAL

Witness as to PRINCIPAL
By

Witness as to PRINCIPAL
Title

ATTEST:
WITNESSES: SURETY

Witness as to SURETY
By

Witness as to SURETY
Attorney-in-Fact
AFFIDAVIT

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

1. That affiant is the contractor awarded a contract by the University of Kentucky on CO2 Capture Modification.

2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: ____________________________

Title: __________________________

Contractor: ____________________

State of ____________)

County of ____________)

Subscribed and sworn to before me by ____________________________ on this ____________

day of ____________________, 2018.

My commission expires ____________________________

__________________________________________

Notary Public, State at Large
MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made this ___ day of ________, 2018, between company name here__________, with offices at company address here (hereinafter “COMPANY”) and the University of Kentucky, an agency and instrumentality of the Commonwealth of Kentucky, with offices at ASTeCC A144, Lexington, Kentucky, 40506-0286 (hereinafter “UK”).

W I T N E S S E T H:

WHEREAS, UK and COMPANY wish to hold discussions and to conduct an evaluation concerning subject matter here (hereinafter "Information"); and

WHEREAS, for the purpose of such discussions and such evaluation it will be necessary for UK and COMPANY (hereinafter the “Parties”) to disclose to each other certain technical and commercial information which each party regards as its confidential and proprietary information, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Parties covenant and agree as follows:

1. The Parties shall disclose the Information to each other and each party shall receive it as confidential information, and a confidential relationship is hereby established between the Parties. To the extent practical, Information shall be disclosed in written form and marked or identified as being “Proprietary” or “Confidential.” In the case of disclosures made orally or by visual inspection, the disclosing Party shall indicate the confidential nature of the Information at the time of disclosure, and, to the extent practical, shall provide a written or otherwise tangible summary thereof identifying such Information as being confidential to the receiving Party within thirty (30) days of such oral or visual disclosure. Notwithstanding the foregoing, Information that is not marked “Proprietary” or “Confidential” at the time of disclosure or, in the case of visual or oral disclosures, within thirty (30) days, shall nonetheless be considered confidential Information if the confidential nature of the Information would be apparent to a reasonable person given the nature of the information or the circumstances of its disclosure.

2. The Parties shall maintain the Information secret and confidential and not disclose it to third parties for any reason without prior written permission from the disclosing party. The Parties agree to evaluate the Information and agree not to practice any of the Information for any other purpose without first entering into a written agreement with the disclosing party to do so. The Parties shall not disclose the Information to any person or persons other than the employees and agents who have a reasonable need for access to the Information for the purpose referred to above.

3. The restrictions and obligations upon the Parties under this Agreement concerning confidentiality shall expire five (5) years from the date on which the Information is first received by the receiving party and shall not apply to any portion of the Information which:
   a. is known to the receiving party prior to receipt thereof under this Agreement, as evidenced by competent proof;
   b. is disclosed to the receiving party in good faith by a third party who is in lawful possession of the Information and who has the right to make such a disclosure;
   c. is or shall have become part of the public domain, by publication or otherwise through no fault of the receiving party;
   d. is independently developed by or for the receiving party by persons who did not have access to the Information; or
   e. the receiving party is required by law to disclose, provided that the receiving party gives the providing party reasonable notice of its intent to disclose such Information.
4. Patent Rights. None of the present or potential patent rights of either party in existing Information shall be affected by this Agreement.

4.1 For any new and patentable Information which results from this Agreement, all patent rights shall belong to the party whose employee(s) made the inventions, and rights in joint inventions shall be determined in accordance with existing patent laws.

4.2 Neither party may, without consent of the other, file or prosecute any patent application that effectively discloses Information received from the other party.

5. Disclosure to Others. Nothing in this Agreement shall be interpreted as preventing either party from disclosing to third parties Information it independently develops during the term of this Agreement.

6. Termination. This Agreement may be terminated at any time by either party, and unless so terminated will remain in effect for a period of five (5) years from the date hereof. The obligations to maintain Information in confidence created by Article 2 of this Agreement shall survive termination.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day first above written.

University of Kentucky

By: ____________________________________________ Date: ______________
Ian McClure, Director, Office of Technology Commercialization, 144 ASTeCC Building, University of Kentucky, Lexington, KY 40506-0286

COMPANY

By: ____________________________ Date: __________
Name: __________________________
TEMPORARY SITE ACCESS AGREEMENT AND GENERAL RELEASE
(Site Work)

This Temporary Site Access Agreement, General Release and Confidentiality Agreement (this “Agreement”) is executed on this __ day of ________________, 2018 by ____________________________, a ____________________ (“Contractor”) and KENTUCKY UTILITIES COMPANY, a Kentucky and Virginia corporation (“KU”).

WHEREAS, KU is the owner of real property located at 815 Dix Dam Road, Harrodsburg, Kentucky known as the E.W. Brown Generating Station (the “Station”);

WHEREAS, KU, and the University of Kentucky Research Foundation, on behalf of the Center for Applied Energy Research (“UKRF”) are parties to that certain Host Site Agreement dated May 10, 2012 (“Host Site Agreement”);

WHEREAS, UKRF has engaged Contractor to perform certain work related to a research and development project at the Station;

WHEREAS, the Contractor desires to gain temporary physical access to the Station solely in connection with the limited purpose described below; and

WHEREAS, KU is agreeable to granting the Contractor and its authorized employees access to the Station for such limited purpose, subject to the terms and conditions specified herein.

NOW THEREFORE, the Contractor and KU agree as follows:

1. Grant of License. Subject to the terms and conditions contained herein, KU, in consideration of the obligations of the Contractor as specified herein, hereby grants a temporary, revocable, non-exclusive license for the Contractor and its authorized employees to enter onto the Station for the limited purpose of performing services with respect to a research and development project involving use of flue gas at the Station. For purposes of clarification, “Station” includes all land owned by KU contiguous with KU’s property on which coal-fired generation units at the Station are located.

The license shall not run with KU’s title to the Station and neither this Agreement nor the license granted hereby shall constitute an easement appurtenant or other appurtenance to any property.

2. Access. Access to the Station by Contractor shall be during regular business hours at mutually acceptable dates and times. The Contractor shall provide advance notice to KU’s designated representative prior to entering the Station. Except as required under the NERC Standards (as defined below), the Contractor’s employees shall be under the sole supervision and
control of the Contractor and the parties agree that KU’s exercise of its rights under this Agreement, other than providing escorted access pursuant to the NERC Standards, shall not be construed as supervision or control of such persons by KU.

3. Safety and Drugs and Alcohol. None of the activities undertaken by the Contractor shall unreasonably interfere in the operations of KU or entities affiliated with KU at the Station. While on the Station, the Contractor and its authorized employees shall at all times comply with KU’s work rules and applicable laws and regulations including those relating to health and safety and the environment. No employee of Contractor or its subcontractors may enter the Station while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person’s performance of services on the Station. A person will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. All persons who will enter the Station pursuant to this Agreement will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person’s performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where KU determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any services on the Station until the test results are established. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor’s sole expense. As applicable, and in addition to any other requirements under this Agreement, Contractor shall develop and strictly comply with any and all drug testing requirements as required by applicable laws or regulations.

4. Termination and Revocation of Access. This Agreement shall terminate on the earlier of [date] or the date [number of days] days after execution of this Agreement by the parties, unless KU expressly grants a written extension. Subject to the Host Site Agreement, KU reserves the right, in its sole discretion, to terminate the Contractor’s right of access under this Agreement at any time. Such termination shall be effective immediately upon delivery of written notice of such termination to the Contractor.

5. NERC Reliability Standards.
The following additional provisions apply to Contractor’s activities on the Station to the extent such activities involve areas or assets which are located within physical security perimeters as defined by NERC’s Reliability Standards for the Bulk Electric Systems of North America (collectively, the “NERC Standards”). Contractor's non-compliance of NERC Standards may result in fines and/or penalties being assessed against KU that would result in KU seeking indemnification from Contractor as a consequence of Contractor's and/or its subcontractors', agents' and/or representatives' non-compliance with NERC Standards.

A. Information Protection. Contractor shall at all times comply with KU’s information protection program(s) as defined by CIP-003, R4. Among the information protected by this program are: (i) all operational procedures; (ii) lists of critical cyber assets; (iii) network topology or similar diagrams; (iv) floor plans of computing centers that contain critical cyber assets; (v) equipment layouts of critical cyber assets; (vi) disaster recovery plans; (vii) incident response plans; and
(viii) security configuration information. Contractor shall protect this protected information from disclosure consistent with the program.

B. **Access Revocation.** Contractor shall immediately advise appropriate KU’s management if any of Contractor’s personnel who have key card access to a restricted area or electronic access to a protected system no longer require such access.

C. **Training.** If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that such personnel complete, and retake as requested, all necessary NERC training as requested by KU.

D. **Personnel Risk Assessment.** If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that KU receives necessary waivers and information from Contractor’s personnel to complete, and repeat as necessary, such background checks as requested by KU.

**Continuing Obligations.** Contractor further acknowledges that its compliance with the NERC Standards is a continuing obligation during and after the term of this Agreement. Upon written notice to Contractor, KU shall have the absolute right to audit and inspect any and all information regarding Contractor’s compliance with this Section 5, and/or to require confirmation of the destruction of any documentation received from or regarding KU. Contractor is encouraged to contact KU’s Compliance Department to ensure Contractor understands and complies with this Section 5. The contact for the Compliance Department is care of Director, Compliance and Ethics, KU and KU Services Company, 220 West Main Street, Louisville, Kentucky 40202

6. **General Release, Indemnity and Insurance.**

Contractor agrees that none of KU, its parents, subsidiaries, and affiliates, and its and their respective directors, officers, employees, representatives, contractors, agents nor other persons acting on their behalf (collectively, the “Released Parties”), shall have any liability for, and that Contractor does hereby release and discharge the Released Parties from, any and all damage, loss, injury, claim, demand, suit, liability, penalty, forfeiture, and costs and expenses (including, but not limited to, attorneys' fees and expenses and other costs and expenses of defending against the same), of every kind and nature, known or unknown, that Contractor or its employees, contractors or agents might incur or suffer while at or on the Station, or in connection with its performance of this Agreement or the Service Contract.

Contractor shall indemnify, defend, and hold harmless KU, its parents, subsidiaries and affiliates, and its and their respective directors, officers, employees, representatives, contractors, agents, and any other persons or entities acting on their behalf from and against any and all damage, loss, injury, claim, demand, suit, liability, penalty, forfeiture, and costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses and other costs and expenses of defending against the same), of every kind and nature, and payment of any settlement or judgment therefore, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to the Station or any other facilities, equipment or other property of KU,
(c) damages to third party property, (d) the release or threatened release by Contractor of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, or (e) violations of any applicable laws, to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors, or other representatives in connection with this Agreement, whether suffered directly by KU or indirectly by reason of third party claims, demands, or suits. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement.

For the entire duration of the Agreement Contractor shall provide and maintain, and shall require any of its subcontractors to provide and maintain, the following insurance (and, except with regard to Workers’ Compensation, naming KU as additional insured and waiving rights of subrogation against KU and KU’s insurance carrier(s)), and Contractor shall submit evidence of such coverage(s) of Contractor to KU prior to entering onto the Station:

(a) Workers’ Compensation and Employer’s Liability Policy, which shall include:
   1) Workers’ Compensation (Coverage A), with statutory limits, and in accordance with the laws of the Commonwealth of Kentucky;
   2) Employer’s Liability (Coverage B) with minimum limits of One Million Dollars ($1,000,000) Bodily Injury by Accident, each Accident, $1,000,000 Bodily Injury by Disease, each Employee;
   3) Thirty (30) Day Cancellation Clause; and
   4) Broad Form All States Endorsement.

(b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars ($1,000,000) each occurrence; One Million Dollars ($1,000,000) Products/Completed Operations Aggregate each occurrence; One Million Dollars ($1,000,000) Personal and Advertising Injury each occurrence, in all cases subject to Two Million Dollars ($2,000,000) in the General Aggregate for all such claims, and including:
   1) Thirty (30) Day Cancellation Clause;
   2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement; and
   3) Broad Form Property Damage.

(c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death and property damage combined single minimum limit of One Million Dollars ($1,000,000) each occurrence with respect to Contractor’s vehicles operating on the Station.

(d) Umbrella/Excess Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence; Two Million Dollars ($2,000,000) aggregate, to apply to employer’s liability, commercial general liability, and automobile liability.

The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the Commonwealth of Kentucky and either satisfactory to KU or having a Best Rating of not less than “A-”. These policies shall not be materially changed or canceled except with thirty (30) days written notice to KU from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to the authorized representative of KU designated in Section 7, below. KU reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, KU shall not be obligated to review any of Contractor’s certificates of insurance,
insurance policies, or endorsements, or to advise Contractor of any deficiencies in such
documents. Any receipt of such documents or their review by KU shall not relieve Contractor
from or be deemed a waiver of KU’s rights to insist on strict fulfillment of Contractor’s
obligations under this Agreement. Contractor shall provide KU with immediate notice of any
accidents or claims involving employees of Contractor on the Station.

7. Release and Indemnity Regarding Liens. Contractor hereby releases and/or waives for
itself and its successors in interest, and for all subcontractors and their successors in interest, any
and all claims or right of mechanics or any other type of lien to assert and/or file upon KU’s
property or any part thereof as a result of performing services or providing materials in
connection with this Agreement. Contractor shall execute and deliver to KU such documents as
may be required by applicable laws (i.e., partial and/or final waivers of liens and/or affidavits of
indemnification) to make this release effective and shall give all required notices to its
subcontractors with respect to ensuring the effectiveness of the foregoing releases against those
parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in
this paragraph within five (5) working days of receipt of written notice from KU to remove such
lien. If not timely removed, KU may remove the lien and charge all costs and expenses including
legal fees and expenses to Contractor including, without limitation, the costs of bonding off such
lien.

8. Designated Representatives. Delivery of any notice or other submittal under this
Agreement shall be deemed effective upon delivering a copy by nationally recognized overnight
courier.

Authorized Representative
For Contractor

________________________________
________________________________
________________________________

Authorized Representative
For KU

________________________________
________________________________
________________________________

Either party may change its authorized representative by providing written notice of such change
to the other party five (5) days prior to the effective date of such change.

9. Assignment. The Contractor shall be prohibited from assigning its rights under
this Agreement to any person without the express written approval of KU.
10. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (in the case of Contractor, to the extent an assignment is permitted).

All activity performed by or on behalf of Contractor in connection with this Agreement while on or at the Station shall be performed without cost or expense to KU and shall be performed in compliance with all applicable local, state and federal laws, rules and regulations.

If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof, which are otherwise valid. This Agreement and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to the conflicts of laws principles of such state.

KU and the Contractor agree that any legal action or proceeding under or with respect to this Agreement may be brought in the courts of the Commonwealth of Kentucky or the United States located in Jefferson County, Kentucky; and for the purpose of any such legal action or proceeding, the Contractor hereby submits to the non-exclusive jurisdiction of such courts. The Contractor hereby agrees not to raise and waives any objection it may have or defense it may have based on the venue of such courts or based upon an inconvenient forum. The Contractor also agrees not to bring any legal action or proceeding under or with respect to this Agreement outside Jefferson County, Kentucky unless, for some reason, the courts having jurisdiction in Jefferson County, Kentucky refuse or do not have jurisdiction in the matter.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

This Agreement may not be amended or changed in any respect except by written instrument signed by all parties hereto.

No waiver of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

KU shall have the right to recover from the Contractor all expenses, including but not limited to reasonable attorneys' fees and expenses, arising out of the Contractor’s breach of this Agreement or any other action by KU to enforce or defend KU’s rights hereunder. The rights and remedies of KU under this Agreement are cumulative and not exclusive of any rights or remedies to which KU is entitled by law or equity. The exercise by KU of any right or remedy under this Agreement, under applicable law or at equity shall not preclude KU from exercising any other right or remedy under this Agreement, under applicable law or at equity.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized officers or representatives effective on the date first written above.
Site and Safety Requirements

E. W. Brown Generating Station

1. LG&E and KU Services Company Contractor/Subcontractor Safety Policy
2. Contractor Code of Business Conduct
3. LG&E and KU Services Company Overview of Passport Program
4. Contractor/Subcontractor Safety and Health Questionnaire and Checklist
5. Drug and Alcohol Letter
6. Drug and Alcohol Testing Requirements
7. Drug and Alcohol Testing Frequently Asked Questions
8. Tool 2 Project Specific Hazard Analysis
9. Tool 3 Hazard Mitigation Plan
10. Tool 4 Job Performance Monitoring
11. Tool 5 Quality Assurance Closure Form
LG&E and KU Services Company
CONTRACTOR / SUBCONTRACTOR SAFETY POLICY

PURCHASE ORDER #: ___________________________ CONTRACT JOB #: ___________________________

NAME OF CONTRACTOR: ___________________________

SCOPE OF WORK: ___________________________

WORK LOCATION: ___________________________

CONTACT NAME: ___________________________
(AUTHORIZED CONTRACTOR/SUBCONTRACTOR REPRESENTATIVE)

WORK ORDER #: ___________________________

1. Contractor / Subcontractor Safety Policy

General

LG&E and KU Services Company, is committed to safety excellence and in providing a safe and healthful work environment for anyone working on our property. The personal safety and health of each employee, contractor and the safety of the general public are of primary importance to LG&E and KU Services Company. Accordingly, there is no job so important that safety policies and procedures or legal obligations are compromised.

This Policy does not replace the Contractor’s/subcontractor’s (“Contractor”) existing safety and health program(s), provided that their program(s) meet or exceed these and any additional site specific minimum requirements. Contractor’s employees not following this Policy will be subject to removal from the job site.

The Contractor is required to comply with all federal and state safety laws and all provisions of the LG&E and KU Services Company, Health & Safety Manual. The Contractor is responsible for conducting its work and activities safely. LG&E and KU Services Company expect and require that you continuously update your employees with respect to safety issues relevant to the work and to take immediate corrective action when your employees violate safety rules or procedures.

It is the responsibility of Contractors’ construction managers, superintendents, safety representatives and foremen/supervisors to ensure workers under their supervision maintain safe work areas and perform their tasks in a safe manner. It is also the responsibility of each worker to follow every precaution and LG&E and KU Services Company safety rule and Policy to protect them and their fellow workers.

Contractors are responsible for ensuring that any subcontractors working under their purview are held to the same performance expectations, and therefore this Policy, as the contractor themselves.

2. Scope
General

This Policy applies to all construction activities performed for LG&E and KU Services Company by Contractor’s employees or employees of the Contractor’s subcontractors. Construction activities may originate from construction contracts, service contracts, purchase orders, or in-house work orders. This Policy is in addition to the requirements of the General Services Agreement or other contract under which the Contractor is performing construction activities.

3. General Safety Requirements

1. Contractors will comply with all applicable federal and state regulations and the LG&E and KU Services Company safety rules and programs relevant to the work performed.

2. Contractors will ensure that any and all subcontractors working under their purview comply with all applicable federal and state regulations and the LG&E and KU Services Company safety rules and programs relevant to the work performed.

3. Contractors are responsible for their employees and any and all subcontractors working for them. Contractors are responsible for ensuring that the subcontractors follow all provisions of this document. Contractors are responsible for providing their employees, and subcontractors with all information provided by LG&E and KU Services Company regarding:
   * Occupational health and safety;
   * Federal, state and local environmental regulations including LG&E and KU Services Company environmental compliance policies and procedures;
   * Exposure to atmospheric health, serious physical or chemical hazards; and
   * Precautionary measures and procedures for performing the work.

4. All Contractors’ employees, and any subcontractor employees, shall receive training under the LG&E and KU Services Company Contractor Health and Safety Passport Program.

5. The LG&E and KU Services Company Policy prohibits the Contractor’s employees, agents or representatives from:
   * Consuming or possessing alcohol while on the LG&E and KU Services Company job sites, including the parking lots;
   * Reporting to perform work on the LG&E and KU Services Company job sites with unauthorized drugs on his/her person or while under the influence of drugs or alcohol;
   * Intentionally dumping unauthorized chemicals/materials into a sewer, waterway or on the ground;
   * Mishandling LG&E and KU Services Company waste;
   * Allowing employees to perform work that involves operating heavy equipment or working at elevations when using prescribed medication that can
cause drowsiness or otherwise impair the employee’s ability to perform the work in a safe manner.

6. The following conduct is prohibited by the Contractor at and about LG&E and KU Services Company property:

* Theft, horseplay, gambling, sabotage or attempted sabotage.
* Threatening, intimidating or abusing employees, customers, vendors or guests of LG&E and KU Services Company.
* Fighting, creating, or inciting a disturbance.

7. LG&E and KU Services Company has a tobacco policy that restricts tobacco and smoking-related products (cigarette, cigar, pipe, chewing tobacco, snuff, snus or e-cigarette) use to company designated areas. Other than such designated areas, tobacco and smoking related products use, and containers of expectorant/saliva associated with smokeless tobacco are prohibited in all administrative offices, buildings, company vehicles, and customer locations. Tobacco and smoking related product use is prohibited in customers’ residences or places of business or any other location while interacting with customers on company business.

8. Attendance at job site safety meetings is required of the Contractor at the discretion of the LG&E and KU Services Company authorized representative. At least one representative of the Contractor will attend such job safety meetings.

9. Any Contractor’s employee, who appears sick, extremely tired, or otherwise unable to perform his/her job in a safe manner will be reported to the Contractor’s supervision for evaluation and possible removal from the job site.

10. Contractors are responsible for establishing control measures to protect their employees, subcontractors or workers under their control, from exposure to hazards (chemical, atmospheric health and physical) present at the job site.

11. The Contractor must provide electrical ground fault protection for employees using construction power (temporary branch circuits to include extension cords) through the use of approved ground fault circuit interrupters (GFCI). Additionally, Contractors must provide ground fault protection when using permanent facility power and using cord and plug equipment in wet or damp locations. Applies to 120-volt single phase 15 and 20-ampere receptacle outlets.

12. Contractor employees will work in full pants and shirts appropriate for the task being performed and in compliance with appropriate regulations. Shorts and tank tops are not allowed unless otherwise specified. (Some jobs will require wearing long sleeve shirts.)

13. Contractors shall not transport employees in the cargo bed of a truck or trailer.

14. All Contractors must receive authorization from the LG&E and KU Services Company authorized representative, before performing work in areas posted as “DANGEROUS OR HAZARDOUS.”

15. Employees of Resident Contractors, defined as those Contractors with an annual contract and who provide day-to-day services for LG&E and KU Services Company,
shall be required to have a negative drug pre-test when hired and before reporting to work at an LG&E and KU Services Company site. All contract employees will be required by the Contractor to participate in a drug and alcohol testing program that randomly tests 5% of their employees monthly, while working on an LG&E and KU Services Company site.

If a Contractor brings “transient” workers on site for “plant outages”, “project work” or “major construction”, the transient workers shall be required to have a negative drug pre-test when hired and within 7 days before reporting to work at an LG&E and KU Services Company site. If a contractor sends one of their workers to another LG&E and KU Services Company site with no interruption of service, no pre-work drug test is required. If a worker reports to another LG&E and KU Services Company site with an interruption in service of thirty days or more, the worker shall be required to have a negative drug test before reporting to work at that site. All transient contractors are to be placed in a random testing pool and tested at a 10% monthly rate for the duration of the assignment.

4. **Specific Safety Requirements**

**Contractor Safety Qualification**

Contractor selection and ultimate certification shall include an evaluation of the Contractor's prior safety performance, current written safety programs, safety training, and qualifications of key Health & Safety (H&S) personnel to assure LG&E and KU Services Company that the Contractor is capable of meeting its safety performance goals. Employees of certified Contractors and any subcontractor employees shall undergo “Passport Training” for those designated as Industrial Workers prior to performing work at an LG&E and KU Services Company facility. This by no means will replace regulated compliance training for the work the contractor employee will be performing.

**Subcontractor Safety Qualifications**

Subject only to the specific exception stated below, any and all subcontractors used by a Contractor to perform work for LG&E and KU Services Company shall meet or exceed the following criteria:

a) The subcontractor’s incident rates for the three (3) most recent calendar years do not exceed, in any one (1) year, the industry average, based on NAISC (or SIC), as published by the Bureau of Labor Statistics;

b) The subcontractor has not experienced any employee fatality identified within any of the three (3) most recent calendar years’ statistics.
c) The subcontractor has not received any citation, from OSHA, the Kentucky Public Service Commission or any other state agency regulating utilities in the most recent three (3) calendar years; and

d) The subcontractor has a current Workers Compensation Insurance Experience Modification Rate (EMR) less than or equal to 1.0.

LG&E and KU Services Company may, at the sole option of such company, provided written authorization for the use of a subcontractor not meeting the above criteria; provided that such authorization must specifically identify how the subcontractor fails to meet the criteria and state additional protective measures the Contractor shall put in place in order to use such subcontractor. Such authorization may be withdrawn at any time for any reason.

The criteria stated above are minimum standards and Contractors using subcontractors shall seek out subcontractors with the highest safety performance available.

**Contractor On-site Health and Safety Representative**

The Contractor shall appoint a qualified on-site Health and Safety Representative, accepted by the LG&E and KU Services Company authorized representative, with the authority to enforce all of the safety requirements of this Policy, including implementation of the Contractor’s Injury and Illness Prevention Program.

LG&E and KU Services Company authorized representative and H&S will make a risk-based decision as to the qualification level of the Contractor H&S representative. Requirements may range from a full-time on-site safety professional (Certified Safety Professional) to a craft supervisor or “person in charge” with competency as measured by experience training.

Whenever the Contractor has any employees or subcontractors on the job site, the Contractor must have a designated representative on the construction worksite that is knowledgeable of the project’s hazards and has full authority to act on behalf of the Contractor. The Contractor’s designated representative must make periodic observations of the construction worksite to identify and correct any instances of noncompliance with the project health and safety requirements.
Qualification Evaluation

Based on the level of H&S qualification determined necessary by LG&E and KU Services Company, the Contractor shall submit documentation, for review and acceptance by LG&E and KU Services Company in support of the proposed designated representative. Suggested qualifications may include, but are not limited to:

- Professional certifications (CSP, CIH, ASP, etc.).
- Curriculum detailing work experience and EH&S responsibilities on projects of similar scope for the previous five years, at a minimum.
- Evidence of construction safety training such as the 10-hour or 30-hour OSHA training.
- Proof of “Competent Person” (as defined below) or “Qualified Person” (as defined below) status attained by the proposed on-site H&S representative.

Contractor Health and Safety Representative Responsibilities

The Contractor H&S Representative shall:

- Assist in the development of the contractor’s safety plan and job site management system.
- Support training of contractor personnel.
- Evaluate the Contractor’s safety process continuously.
- Attend any pre-job meetings to discuss their site-specific safety plan.
- Conduct and formally document job briefings.
- Assist in the identification of jobs requiring a hazard analysis.
- Assist in evaluating potential subcontractors in accordance with this Policy.

Competent Person

Each Contractor shall provide to LG&E and KU Services Company a written list of those persons designated as a Competent Person, who shall be available at the work site and capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to workers, and who has authorization to take prompt corrective measures to eliminate them. Persons shall be responsible for conducting periodic observations of the job sites, materials and equipment, and shall maintain the accident prevention program. Contractor shall ensure that each Competent Person listed has been trained in the following areas as applicable:
• Asbestos
• Cranes
• Confined Space
• Demolition
• Excavations
• Fall Protection
• Industrial Trucks
• Ladders
• Scaffold
• Steel Erection
• Tower Climbing

5. Health and Safety Management Plan

Prior to commencement of contract work, the Contractor shall develop and submit to the LG&E and KU Services Company authorized representative a written Health & Safety (H&S) Management Plan on how the contract work will be completed without endangering the health and safety of those performing the work or anyone else working in the general area. The H&S Management Plan will be developed for the following higher risk contracts, including projects:

❖ All construction projects (new site and refurbishment)
❖ Contracts with an estimated value of $250,000 and over
❖ Long term contracts (12 months and over)
❖ Contracts for which the Contractor will use subcontractors.
❖ Contracts that provide a service by performing high risk* activities.
❖ Any other contracts at the discretion of the contract manager.

*High risk activities include but are not limited to:

❖ Electrical work requiring an Electrical Work Permit
❖ Asbestos removal
❖ Cooling tower maintenance
❖ Demolition
❖ Hot work in hazardous area
❖ Permit Required Confined Spaces
❖ Scaffolding
❖ Tank cleaning or testing
❖ Welding in hazardous areas

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- Working at heights
- Work on telecommunications towers
- Work involving excavations to a depth of more than 4 feet
- Work involving the use of explosives
- Work on or near pressurized gas pipes
- Work over or adjacent to water
- Work involving diving

The Health and Safety Management Plan shall contain at a minimum:

- The name of the On-site Health and Safety representative who is responsible for the implementation of their safety plan.
- LG&E and KU Services Company policy on environment, safety and health.
- LG&E and KU Services Company policy on substance abuse and testing policies if applicable.
- How and when each Contractor will conduct their job briefings.
- Provisions for conducting and documenting weekly job site safety audit/inspections by manager/supervisor level personnel.
- Training methods used to meet OSHA training requirements, and to ensure that safety program requirements are communicated to all Contractor personnel.
- Incident reporting, first aid, and emergency procedures.
- List of all Competent Persons overseeing those tasks in which OSHA requires such person(s), such as excavation, asbestos abatement and scaffolding.

Subcontractors shall be held to the same level of performance as the Contractor’s written H&S Management Plan. The Contractor shall submit written documentation for its subcontractors that demonstrates how their subcontractors shall meet compliance with the site safety plan.

6. Hazard Analysis

Contractor shall complete a “Contractor Safety Management / Project Specific Hazard Analysis”* and a “Contractor Hazard Mitigation Plan”*. These documents shall be submitted to the LG&E and KU Services Company authorized representative prior to the initiation of any work. In addition, a “Quality Assurance Closure Form for Contractors”* shall be completed and submitted to the LG&E and KU Services Company authorized representative at the completion of the project.
* The Hazard Analysis, Mitigation Plan and Closure Form is presented during the Contractor Passport Train-the-Trainer session.

All Contractor and subcontractor personnel scheduled to work in the activities identified, shall receive safety training in those activities prior to working on them. (A safety toolbox meeting would be an acceptable forum to meet this requirement). The Contractor shall maintain proof of employee training, and shall make available such proof upon request. Note: This by no means shall replace their regulatory compliance training.

**Hazard Analysis Requirements**

A hazard analysis shall be written based on the following conditions:

- All major outage work
- Special Projects
- Jobs with the highest injury or illness rates
- Jobs with the potential to cause severe or disabling injuries or illness, even if there is no history of previous accidents
- Jobs complex enough to require written instructions
- At the discretion of the LG&E and KU Services Company authorized representative

**7. Engineered Protective Systems**

The Contractor shall submit for review to the LG&E and KU Services Company authorized representative such safety system that is required by regulation to be designed by a registered professional engineer. This review is solely to verify that the Contractor has had the required protective systems prepared and stamped by a registered professional engineer.

LG&E and KU Services Company review of any documents showing the design or construction of protective systems for worker and property protections shall not relieve the Contractor of its obligations to comply with applicable laws and standards for the design and construction of such protective work. Contractor shall indemnify and hold harmless LG&E and KU Services Company and their engineering personnel from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. The Contractor shall defend LG&E and KU Services Company, its officers, employees and agents including without limitation engineer personnel, in any litigation or proceeding brought with respect to the failure of such protective systems.

The cost of required safety engineering services required for safety and protective systems shall be borne solely by the Contractor and shall be deemed to have been included in the amount bid for the work as stated in the contract.
8. **Safety Training and Education**

Contractor shall ensure that its workforce is compliant trained and qualified to perform the work. Contractor shall ensure that all subcontractor employees demonstrate the same level of competence.

**Site Orientation**

All Contractors / subcontractors shall undergo an LG&E and KU Services Company “site specific” training/orientation prior to engaging in work activities at a generating station. In addition, Contractors that conduct work at LG&E and KU Services Company generation facilities that process ammonia shall also undergo an ammonia awareness training/orientation prior to conducting work.

Contractor employees conducting work in a substation must first complete a Substation Entry training program.

**Contractors Pre-job Orientation**

Contractor shall require and administer a pre-job orientation to its employees and all subcontractor employees prior to engaging in work activities. Contractor shall maintain on the work site a detailed outline of the orientation and a signed and dated roster of all employees who have completed the orientation. The orientation shall address the following elements at a minimum:
- Employee rights and responsibilities
- Authority and responsibility to issue Stop Work Order
- Alcohol and drug abuse policy
- Contractor’s disciplinary procedures
- First aid and medical facilities
- Hazard recognition and procedures for reporting or correcting unsafe conditions or practices
- Procedures for reporting accidents and incidents
- Hazard Communication Program
- Access to employee exposure monitoring data and medical records
- Protection of the environment, including air, water, and storm drains from construction pollutants
- Location of and access to reviewed Health & Safety Management Plan, Project Specific Hazard Analysis, and Hazard Mitigation Plan.
- Location and contents of required postings

**Daily Job Briefings**

Contractors shall ensure that all of their personnel (employees and sub-contractors) on the job site receive the daily Job Briefing before they start each job. Job Briefings shall discuss, at a minimum, the hazards associated with the job; work procedures involved;
special precautions; energy source controls; and personal protection equipment requirements. This job briefing shall be conducted by the contractor’s person in charge. Should the scope of the work change, than another job briefing shall be conducted.

9. Emergency Procedures

An emergency is any situation that poses an immediate threat to life or property. Each Contractor shall maintain one person currently qualified in CPR and First Aid on site at all times. Refer to the site orientation, or the LG&E and KU Services Company authorized representative for specific information for handling of a life threatening or other serious injury, fire, etc. Following the occurrence of an emergency, the contractor shall ensure that all proper incident reports are completed and distributed, and that the LG&E and KU Services Company authorized representative is notified immediately.

Incident Reporting
In the event a job site accident occurs, the Contractor shall immediately implement controls and restrictions on the accident site to ensure the site remains undisturbed until released by the LG&E and KU Services Company authorized representative. All accidents shall be reported to the LG&E and KU Services Company authorized representative immediately after the site is secured. A written incident report shall be furnished within the same day of the incident. A job site accident would include, but not be limited to a fire, explosion, equipment failure, release or exposure to toxic liquids, fumes or vapors, etc.

Near Miss / Injury-free Event
It is the responsibility of the Contractor, to complete all near miss investigations, and to report these occurrences with recommendations / implementation of corrective actions. The report is to be submitted to the LG&E and KU Services Company authorized representative within 24 hours.

Medical Treatment Event
The Contractor shall report all accidents (either occupational injury or illness) requiring medical treatment, as soon as possible, but no later then the end of the work shift, to the LG&E and KU Services Company authorized representative along with a copy of the first report of the injury. Serious injuries (defined as an injury that would require off site medical attention) shall be reported within 15 minutes, even during off shifts. (Review project specific emergency notification procedures.)

Fatality
It is the responsibility of the Contractor to immediately notify LG&E and KU Services Company should a fatality occur. It is the responsibility of the Contractor to notify the Kentucky Occupational Safety & Health, Division of Compliance within the appropriate Kentucky notification periods.

Stop Work Order

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A stop work order must be given when imminent danger is identified or where significant damage to equipment or property or environmental degradation could occur if the operation continued. Any employee of a Contractor that observes an imminent-danger situation is responsible for stopping the work and reporting it to their supervisor. When a stop work order is issued, only those areas of a construction project immediately involved in the identified hazardous situation are to be included in the order.

Immediately after stopping work, the person issuing the order, or their supervisor, must report to the LG&E and KU Services Company authorized representative of their action. Work shall not resume until the LG&E and KU Services Company authorized representative has agreed that the imminent danger has been eliminated.

10. **Hazard Specific Requirements**

The Contractor will ensure that their employees (and all subcontractor employees) are properly equipped and trained to comply with the LG&E and KU Services Company standards and federal and state regulations; including but not limited to the following:

- **Asbestos**
- **Blasting and the use of explosives**
- **Chemical Safety/Hazard Communication**
- **Commercial Diving Operations**
- **Confined Space Entry**
- **Control of Energy Sources** (Lockout/Tagout)
- **Crane Operations, including rigging**
- **Electrical**
- **Fall Management** (personal fall arrest systems, scaffolding, walking & work surfaces, ladders and floor & wall openings)
- **Hazardous Waste and Chemical Spills**
- **Hot Work**
- **Personal Protective Equipment** (PPE)
- **Powered Industrial Trucks**
- **Trenching**

11. **Enforcement**

The Contractor is responsible for the health and safety of its employees and any subcontractor employees under their control. Enforcement of this Policy, as well as other recognized safety requirements, is the responsibility of the Contractor. The evaluation does not constitute acceptance of the Contractor’s safety programs or work practices nor,
in any way relieve a Contractor of full responsibility for meeting all appropriate OSHA regulations to ensure the safety of its employees.

Whenever there is a jurisdictional question of which standard will apply, the most stringent safety practice will take precedence. The Contractor must document exceptions and attach them to this form. Contractors and their employees who do not follow this Policy are subject to removal from the worksite as well as being banned from future LG&E and KU Services Company projects/contracts.

LG&E and KU Services Company reserve the right to evaluate the safety of Contractor’s work practices to determine if they meet LG&E and KU Services Company standards and state/federal regulations. In addition to the audit rights under the applicable contract LG&E and KU Services Company reserve the right to audit any and all documents (job briefings, audits, etc.) at anytime during the course of the work.

12. **LG&E and KU Services Company Safety and Health Issues**

Contract work may involve use, handling, storage, or work in vicinity of **hazardous chemicals or materials**. (Concerns are Hazard Communication...spill prevention/response).

Contractor may perform work (operation, maintenance or emergency response function) as necessary.

Contractor may perform **hot work** (e.g. welding, torch cutting, brazing, etc.)

Contract may require Contractor to work in or near **confined spaces**.

Contract work may require using/working under clearance procedures for the control of hazardous energy (**lockout/tagout**).

Contract may involve work on an uncontrolled hazardous substance site, Superfund site, or other contaminated site that could trigger Hazardous Waste Operations and Emergency Response (**HAZWOPER**) planning and training requirements. (Ref: CERCLIS List)

Contract work may involve application, handling or disturbance of **lead, cadmium and/or zinc chromate containing materials**. An example would be the removal of **toxic surface coatings** (i.e. paint).

Contract work may involve handling, disturbance, abatement or work around **asbestos containing materials** (ACM).

Contract work may involve application of **pesticides, herbicides, etc.**

13. **Hazardous Chemical Communication**

The following is a list of Hazardous Chemicals and atmospheric contamination that may be encountered at LG&E and KU Services Company sites. It should in no way be deemed as the only contamination that could be encountered at LG&E and KU Services
Company sites. Always be aware of the contamination that could be encountered and become familiar with their Material Safety Data Sheets.

<table>
<thead>
<tr>
<th>Chemical Name</th>
<th>Formula</th>
<th>Trade Name</th>
<th>Description/ Target Organ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anhydrous Ammonia</td>
<td>NH₃ (99-100%)</td>
<td></td>
<td>Liquid colorless gas or compressed liquid with extremely pungent odor. Targets eyes, skin and respiratory system.</td>
</tr>
<tr>
<td>Arsenic</td>
<td>AS</td>
<td>Organic Arsenic</td>
<td>Targets skin, kidneys, liver and resp. system.</td>
</tr>
<tr>
<td>Asbestos</td>
<td></td>
<td>Hydrated Mineral</td>
<td>Fibers found in insulation, gaskets, packing, vinyl asbestos flooring, roofing, and other materials. Targets respiratory system. Can cause lung cancer.</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>CO₂</td>
<td>Carbonic Acid Gas</td>
<td>Targets respiratory system and cardiovascular system</td>
</tr>
<tr>
<td>Carbon Monoxide</td>
<td>CO</td>
<td>Flue gas/Monoxide</td>
<td>Colorless, odorless gas. Targets lungs, blood, can be immediately fatal.</td>
</tr>
<tr>
<td>Chromium Hexavalent</td>
<td>Cr(VI)</td>
<td>Hexavalent Chromium</td>
<td>Metal that targets the respiratory tract, skin and eyes. Irritant.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Substance</th>
<th>Symbol</th>
<th>State</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydrogen Sulfide</td>
<td>H₂S</td>
<td>Sewer gas</td>
<td>Colorless gas with strong rotten egg odor, quick loss of sense of smell, can be immediately fatal.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hydrosulfuric Acid</td>
<td></td>
</tr>
<tr>
<td>Hydrogen</td>
<td>H₂</td>
<td>Liquid Gas</td>
<td>Colorless, odorless, targets eyes, skin respiratory system</td>
</tr>
<tr>
<td>Lead</td>
<td>Pb</td>
<td>Lead metal</td>
<td>Heavy soft gray metal. Targets eyes, kidneys and blood.</td>
</tr>
<tr>
<td>Ozone</td>
<td>O₃</td>
<td>Triatomic Oxygen</td>
<td>Colorless, targets eyes and respiratory sys.</td>
</tr>
<tr>
<td>Sulfur Dioxide</td>
<td>SO₂</td>
<td>Sulfuric Acid</td>
<td>Targets eyes, skin, and respiratory sys.</td>
</tr>
</tbody>
</table>

**14. Definitions**

**Competent Person:** means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to workers, and who has authorization to take prompt corrective measures to eliminate them.

**Qualified Person:** is one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to subject matter, the work, or the project.

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I have read the LG&E and KU Services Company Contractor Safety Policy as outlined above and I understand and agree to abide by the requirements set forth therein; and confirm this by signing below.

**CONTRACTOR SENIOR MANAGER:**

**TITLE:**

**DATE:**

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Contractor Code of Business Conduct

This LG&E and KU Services Company Contractor Code of Business Conduct ("Code") is incorporated by reference into the General Service Agreement or other agreement between you as the contractor ("Contractor") and LG&E and KU Services Company and/or one of its affiliates, Kentucky Utilities Company or Louisville Gas and Electric Company (collectively the "Company"). This Code sets minimum standards for Contractor's conduct in the areas addressed. Contracts between Company and Contractor may provide for standards exceeding the standards of this code.

Observance of Laws
Contractor shall fully comply with the provisions of all federal, state and local laws, regulations and ordinances applicable to its activities performed for the Company or any goods or services provided to or on behalf of the Company, including without limitation, all applicable laws, regulations and ordinances pertaining to occupational health and safety and environmental protection.

Bribes and Kickbacks
Contractor may not under any circumstances accept or pay bribes, kickbacks or other similar compensation or consideration in any way relating to the Company or any activity for or on behalf of the Company.

Dishonest and Fraudulent Activity
Contractor shall not engage in or allow its employees to engage in dishonest acts or fraudulent activity in connection with or in association with the Company's business. For purposes of this policy, the definition of a dishonest act or fraudulent activity includes but is not limited to:

1. An intentional or deliberate act to deprive the Company or any person of something of value, or to gain an unfair benefit using deception, false suggestions, suppression of truth, or other unfair means which are believed and relied upon.
2. A dishonest act or fraudulent activity may be, but is not limited to, an intentional act or activity that is unethical, improper, or illegal such as:
   a. Embezzlement;
   b. Misappropriation, misapplication, destruction, removal, or concealment of property;
   c. Alteration or falsification of paper or electronic documents, including the inappropriate destruction of paper or electronic documents;
   d. False claims and/or misrepresentation of facts;
   e. Theft of an asset, including, but not limited to, money, tangible property, trade secrets or intellectual property;
Harassment
Contractor shall not permit sexual advances, actions, comments, or any other conduct that creates an intimidating or otherwise offensive work environment on Company property or any site where Contractor is performing activity for or on behalf of Company. Further, Contractor shall not permit the use of racial and religious slurs, or any other conduct that promotes an offensive work environment, on Company property or any site where Contractor is performing activity for or on behalf of Company.

Drugs and Alcohol
Contractor shall not allow any employee to perform services for or on behalf of Company while under the influence of drugs or alcohol. Contractor shall maintain a drug and alcohol testing program meeting all applicable federal, state and local laws, regulations and ordinances and meeting or exceeding any and all standards stated in any contract with Company or any document incorporated in such a contract.

Misuse of Company Assets
No funds or assets of the Company may be used or paid for any unlawful or improper purpose. A Contractor’s employees shall not have access to any Company computers unless the contract between such Contractor and the Company expressly provides for such access in writing.

Reporting of Violations
In the event Contractor learns of any violation of this Code, Contractor shall immediately report such violation to Company’s Director, Compliance and Ethics at (502) 627-2648.
LG&E AND KU
OVERVIEW OF PASSPORT PROGRAM

Purpose

Safety is a core value at LG&E and KU. To enhance the welfare of all who work in and around LG&E and KU Services facilities, an enhanced contractor safety program has been developed. Building on internal and external best practices, a cross functional team has developed improvements to the existing “Passport Program.” The Passport Program is designed to cover industrial workers. The key components of the program are outlined below.

Process Steps

STEP 1 – CERTIFICATION
All contractors working for LG&E and KU must be certified prior to entering company work sites or performing any work for the company. This process is administered by Supply Chain Support or as part of the specific project competitive bid process.

As part of the certification process, prime contractors (contractors entering into contracts directly with the company) must identify any and all sub-contractors they plan on utilizing in work for the company. Each prime contractor is responsible for ensuring that those identified sub-contractors complete the same information and meet the same performance criteria as the prime contractor is expected to meet. In the event not all subcontractors have been identified prior to certification, the contractor shall notify LG&E and KU before engaging any subcontractor.

STEP 2 – PASSPORT TRAINING
All industrial workers employed by a certified contractor must complete a training program designed to inform them of the importance of safety and the hazards associated with working in an industrial environment. This training will also identify additional specific OSHA, EPA and DOT compliance training that may be needed in certain situations. Passport training, however, does not take the place of any of the compliance training required by the above listed agencies. It is the responsibility of the contractor to provide any compliance training required for their employees.

There are two options available to contractors with regard to the Passport Training:

Option 1 – Train-the-Trainer
LG&E and KU will provide a curriculum and conduct train-the-trainer sessions at appropriate intervals for the contractor’s key safety/training personnel. For those contractors choosing this option, a resume for each prospective trainer must be submitted and must include the following information:

- Training delivery and development experience
- Knowledge of OSHA, DOT, and EPA Standards applicable to the work for which Contractor will be performing
- Health and safety knowledge and experience in managing a health and safety program
By virtue of their attendance and ability to pass a written examination, these key personnel would then be approved to provide training to the contractor’s employees to meet the requirements of a “Passport.”

NOTE: LG&E and KU reserves the right to reject any contractor employee as a potential trainer if:
- The above referenced information regarding experience and qualifications is not submitted
- The information submitted does not adequately indicate the prospective trainer’s ability to perform the duties of a trainer for the Passport program.
- The prospective trainer does not complete the required train-the-trainer session, including successful passing the final examination.

Option 2 – External Provider
External providers of the LG&E and KU Passport safety training program will also be assessed and certified by a representative from the Business Unit Training group in accordance with Option 1. This will allow certified contractors to seek Passport training for their employees from an external provider at their expense. A list of currently approved external providers is included in your certification packet.

STEP 3 – ATTESTATION FORM
Contractors will be required to attest to the fact that each employee, including subcontractors working on any job site or performing any work on LG&E AND KU project, has received the required Passport training before starting work. The contractor will also attest that all employees are current on all required compliance training for the work that employee will be performing. Although LG&E and KU will be looking for confirmation that compliance training has been completed, it is not a requirement that the contractor, provide training records for all individuals, and LG&E and KU will not monitor compliance training delivered by contractors to their employees. However, site compliance audits will be routinely performed to ensure the adequacy of the training provided. If an incident occurs, LG&E and KU will require the contractor involved to provide individual training records as part of the incident investigation process.

Upon successful completion of the required Passport safety training by a contractor’s employee, the contractor will enter that employee’s name, date of birth and training information into the LG&E and KU Contractor Health & Safety Data Base. An electronic notification will be sent to the appropriate LG&E and KU representative for Passport authorization. Upon approval (on-line), the contractor will be notified electronically that the Passport has been approved and that the contractor can print and issue a Passport card to the newly entered worker. The card will have an identification number that will associate the worker with his or her records in the database. The contractor’s employee must carry this card and valid government issued photo ID at all times while on LG&E and KU property or job sites.

The Passport does not serve as security clearance for an employee. The Passport merely attests to the fact that the contractor employee has completed all required training. Site access will be handled in accordance with local site access procedures. For long-term contractors, a photo ID
with a magnetic strip may also be issued to a contractor’s employee for security purposes. For all other employees of contractors, a sign-in sheet may be utilized to track individuals on site.

STEP 4 – SITE SPECIFIC ORIENTATION

Each employee of a contractor working on LG&E and KU property or job sites must attend a site specific orientation training identifying parking directions, security procedures, site map, emergency evacuation procedures, emergency contact names, medical facility locations, specific alarms, and site-specific hazardous materials. This orientation will normally occur prior to arrival on site, which can be taught by an approved company Passport trainer, or on the first day of work on the job site.

STEP 5 - HIRING SUBCONTRACTORS

Prime contractors are responsible for ensuring that any subcontractors working for them in any capacity directly or indirectly are held to the same safety performance expectations as the prime contractor itself. The primary contractor shall request and review safety data prior to hiring any subcontractors to assure they meet the standards for favorable under the following safety criteria (LG&E and KU emphasizes that these criteria are minimum standards):

Safety Criteria – INCIDENT RATES*

Favorable: The three most recent years recordable Incident Rates will be compared to the related industry average in such years for the subcontractors’ NAISC (or SIC) classification (as published by the Bureau of Labor Statistics). Subcontractors’ Incident Rate shall not exceed the industry average in any related year.

Unfavorable: A single fatality identified within any of the three most recent year’s statistics.

Safety Criteria – EMR**

Favorable: Workers Compensation Insurance Experience Modification Rate at or better than the average EMR rating for their industry.

Unfavorable: EMR greater than the industry average for their industry.

Note: Contact the LG&E and KU safety representative for direction in situations where a particular subcontractor does not meet the criteria due to extremely unique circumstances.

STEP 6 – CONTRACTOR REPORTING REQUIREMENTS

All accidents, injuries, dangerous occurrences and near misses shall be reported as soon as possible to the LG&E and KU contact for the work site. A soon as possible means as soon as communications can be made without jeopardizing the life or health of any person. LG&E and KU is subject to various regulatory requirements requiring prompt investigation and reporting of certain events making it essential for all contractors to provide information without delay.
Contractors shall also report statistical information to LG&E and KU on a monthly basis. The information required is:
- Number of hours worked at each LG&E and KU Services Company job site
- Number of fatalities, Lost Workday Cases, Near Misses and OSHA Recordable Injuries for each job site.
The preceding month’s statistical information shall be entered into the LG&E and KU Contractor Health & Safety Database by the Contractor by Noon on the 5th working day of the month.

All reporting requirements will include any subcontractors working for the prime contractor.

**Administration**

- **All personnel working for contractors and subcontractors on LG&E and KU property or job sites must have a Passport.**
- The passport is valid for 12 months or until revoked by LG&E and KU, whichever is earlier. Refresher training options will be developed and provided annually.
- The expenses of training will be the responsibility of the contractor.
- The contractor is responsible for ensuring that all of the above requirements are met for every individual worker utilized in work on LG&E and KU property or job sites. This includes all subcontractors utilized directly or indirectly by a prime contractor. The prime contractor will be responsible for ensuring that each subcontractor has met all of the requirements regarding issuance of a Passport and for ensuring that all reporting requirements outlined in Step 5, above, are fulfilled.
- LG&E and KU reserves the right to revoke any individual’s Passport. See Passport Revocation and Reinstatement Guidelines below.
- Site audits will be routinely performed to assess effectiveness of and compliance with the information communicated during the Passport Program. These audits will be conducted by Site Safety, Site Contract Proponents, and Managers.
- Corporate Health & Safety will audit contractors for appropriate drug & alcohol, compliance and Passport training documents.

**Passport Revocation and Reinstatement Guidelines**

LG&E and KU reserves the right to revoke any individual’s Passport. Passports can be revoked for:
- Failure to comply with safety rules, procedures or programs;
- Failure to comply with drug and alcohol rules or testing requirements;
- Creation of an unsafe condition that has potential to result in death or serious injury; or
- Any reason not violating applicable Federal, state or local law deemed appropriate by the responsible site manager.
If a contractor wishes to request that LG&E and KU reconsider a revocation decision, the request may be in writing to the responsible site manager. LG&E and KU is not obligated to consider such requests.

A Passport may be reinstated in the sole discretion of LG&E and KU if the contractor has satisfied the responsible manager that the reason for revocation has been corrected.

If an individual’s Passport is revoked for a second time, the individual will not be allowed to reapply for an LG&E and KU passport.

* Incident Rates

Incident rates can be used to show the relative level of injuries and illnesses among different industries, firms, or operations within a single firm. Rates are computed from the following formula:

\[ \text{Rate} = \frac{\text{# of injuries or illnesses}}{\text{employee hours worked}} \times 200,000 \]

**Experience Modification Rates for Workers' Compensation Insurance**

The Experience Modification Rate is a widely used indicator of past safety performance. The insurance industry has developed experience rating systems as an equitable means of determining premiums for workers' compensation insurance. These rating systems consider the average workers' compensation losses for a given firm's type of work and amount of payroll and predict the dollar amount of expected losses to be paid by that employer in a designated rating period, usually three years. Rating is based on comparison of firms doing similar types of work, and the employer is rated against the average expected performance in each work classification. Losses incurred by the employer for the rating period are then compared to the expected losses to develop an experience rating.

Workers' compensation insurance premiums for a contractor are adjusted by this rate, which is called the experience modification rate (EMR). Lower rates, meaning that fewer or less severe accidents had occurred than were expected, result in lower insurance costs. The EMR is adjusted annually by using the rate for the first three of the last four years.
CONTRACTOR/SUBCONTRACTOR SAFETY AND HEALTH
QUESTIONNAIRE AND CHECKLIST

This Questionnaire is required for all contractors and subcontractors prior to starting work.

The Company is committed to providing a safe and healthy workplace for employees and contractors/subcontractors. To qualify to perform work, the Contractor/Subcontractor shall provide the following information and agree to obtain the following information from all subcontractors utilized.

Contractor/Subcontractor Name: __________________________ Date: __________________________

Contracted Activity (please describe):

Contractor/Subcontractor Representative: __________________________ Phone: __________________________

Please provide a brief description of the work activities and location(s) undertaken by your company:

The following information must be from the facilities providing labor. We are not interested in overall statistics at a national or international level. Describe the area to which this questionnaire applies.

In the table below, provide the three most recent full years of history for the area or region this questionnaire applies. In addition, attach copies of applicable OSHA 300 Logs (showing the actual injuries, etc. — not the summaries) and verification of your EMR/discount rate information.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>20</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Interstate Experience Modification Rate (EMR)</td>
<td></td>
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<tr>
<td></td>
<td>Using the OSHA 300 Logs from the facilities providing labor, please document the following:</td>
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<td>B</td>
<td>Recordable Incident Rate (RIR)</td>
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<tr>
<td>C</td>
<td>Lost Time Incident Case Rate (LTICR) (only incidents that resulted in days away from work)</td>
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<tr>
<td>D</td>
<td>Lost Workday Injury and Illness Case Rate (LWDCR) (includes days away from work, job transfers and job restrictions)</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
<td>Number of Injuries and Illnesses (Total Line Entries of 300 Log)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Number of Lost Work Day Cases (Column H of 300 Log)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Number of Job Transfer or Restriction Cases (Column I of 300 Log)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Number of Injury Related Fatalities (Column G of 300 Log)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Employee Hours Worked/Year (If unknown use # of employees x 2080)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Total Number of Employees</td>
<td></td>
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<tr>
<td>K</td>
<td>NAISC or Standard Industrial Classification (SIC)</td>
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</tbody>
</table>

(B) Rate = E x 200,000 / Hours  (C) Rate = F x 200,000 / Hours  (D) Rate = (F + G) x 200,000 / Hours

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<table>
<thead>
<tr>
<th>Question</th>
<th>Y / N</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does your company have a written safety and health program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please attach a copy with this submission.</td>
<td></td>
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<tr>
<td>2. Does your company have a written Hazard Communication Program?</td>
<td></td>
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</tr>
<tr>
<td>3. Does your company have a written environmental compliance assurance program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your company have a written DOT Operator Qualification Plan?</td>
<td></td>
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<tr>
<td>Please attach a copy with this submission for review.</td>
<td></td>
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<tr>
<td>Note: Plan must meet or exceed LG&amp;E and KU Services Company Gas</td>
<td></td>
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<tr>
<td>Distribution Operator Qualification Plan.</td>
<td></td>
<td></td>
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<tr>
<td>4. Does your company use subcontractors? (This Questionnaire is required for all Subcontractors)</td>
<td></td>
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<tr>
<td>If you do use sub-contractors, do you qualify subcontractors based on their ability to address safety, health, and environmental requirements?</td>
<td></td>
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<tr>
<td>Do you verify that subcontractors meet regulatory requirements?</td>
<td></td>
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<tr>
<td>Does your subcontractor have a DOT Operator Qualification Plan or are they qualified under your plan. If they have their own plan then please submit a copy for review</td>
<td></td>
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<tr>
<td>5. Are all documents, pertaining to this questionnaire, available for auditing?</td>
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<tr>
<td>If no, please explain</td>
<td></td>
<td></td>
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<tr>
<td>6. Who in your company is responsible for coordinating your safety and health program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name/Job Title:</td>
<td></td>
<td></td>
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<tr>
<td>Phone # ( )</td>
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<tr>
<td>Is safety and health a full time responsibility for this position?</td>
<td></td>
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<tr>
<td>7. Has your company received any citations from a regulatory agency during the last three years?</td>
<td></td>
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<tr>
<td>If yes, describe citation(s)</td>
<td></td>
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<tr>
<td>8. Does your company perform safety audits/revision?</td>
<td></td>
<td></td>
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<tr>
<td>If yes, are safety audits documented?</td>
<td></td>
<td></td>
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<tr>
<td>9. Who reviews the safety audit/revision and how often?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Title:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. Does your company provide/require the following?
   - Eye Protection (ANSI-Z41.1)/(29 CFR 1910.133)
   - Fall Protection (ANSI-Z41.1)/(29 CFR 1926.501 or 1910.66)
   - Foot Protection (ANSI-Z41.1)/(29 CFR 1910.136)
   - Hard Hats (ANSI-Z89.1)/(29 CFR 1910.135)
   - Hearing Protection (ANSI-Z41.1)/(29 CFR 1910.95)

11. In addition to regulatory required Personal Protective Equipment, what other PPE is required or supplied?
   If any, please describe or list:

12. Describe how you will meet the requirements for first aid and medical provision under this contract.

13. Does your company have scheduled, documented employee safety meetings?
   If yes, how often?

14. Who conducts the safety meetings?
   Job Titles:

15. What managers/supervisors participate in the safety meetings?
   Job Titles:

16. Are meetings reviewed and critiqued by managers/supervisors?

17. Does your company hold on-site (tailgate/toolbox) safety meetings?
   If yes, how often?
   Who conducts these safety meetings?
   Job Titles:
   Is documentation available?

18. Does your company have a written policy regarding drug screening or testing of your employees?
   If Yes, please provide a copy of your plan to The Company representative.

19. Does your drug-testing program conform to DOT requirements?
   Comments:
   If yes, which set of DOT regulations does your drug-testing program designed to satisfy?
   - Pipeline and Hazardous Material Safety Administration PHMSA
   - Federal Motor Carrier Safety Administration FMCSA

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<table>
<thead>
<tr>
<th></th>
<th>Question</th>
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<tbody>
<tr>
<td>20.</td>
<td>Does your company have policy requiring written accident/incident reports (spills, injuries, property damage, etc.)?</td>
<td></td>
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<tr>
<td>21.</td>
<td>Does your company conduct accident/incident investigating?</td>
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<tr>
<td></td>
<td>If yes, please attach a brief outline of procedures</td>
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<tr>
<td>22.</td>
<td>Does your company document, investigate and discuss near miss accidents?</td>
<td></td>
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<tr>
<td></td>
<td>If yes, is documentation available?</td>
<td></td>
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<tr>
<td>23.</td>
<td>Are accident/incident reports reviewed by managers/supervisors?</td>
<td></td>
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<tr>
<td>24.</td>
<td>Indicate the circumstances in which your company’s employees may be subject to drug screening.</td>
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<tr>
<td></td>
<td>Employment</td>
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<td></td>
<td>Random</td>
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<td>Probable Cause</td>
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<td>Post Accident</td>
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<td>Periodic</td>
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<td></td>
<td>Other</td>
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<tr>
<th>PROGRAMS/TRAINING</th>
<th>REFERENCE SOURCE</th>
<th>PROGRAM DOCUMENTED AND WRITTEN Y/ N/NA</th>
<th>EST. %</th>
<th>FREQUENCY OF TRAINING FOR INDIVIDUAL EMPLOYEES</th>
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<tr>
<td>Asbestos Class IV (Awareness)</td>
<td>OSHA 29 CFR 1926.1101</td>
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<td>Asbestos Class III</td>
<td>OSHA 29 CFR 1926.1101</td>
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<td>Asbestos Class I and II</td>
<td>OSHA 29 CFR 1926.1101</td>
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<td>Confined Space Entry</td>
<td>OSHA 29 CFR 1910.146(g)</td>
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<td>Cranes</td>
<td>OSHA 29 CFR 1926</td>
<td>Subpart CC</td>
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<td>Natural Gas Operations</td>
<td>DOT 49 CFR 192, Subpart N</td>
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<td>DOT HM-126(f) Hazmat Employee</td>
<td>DOT 49 CFR 172.704</td>
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<td>Electrical Safety</td>
<td>OSHA 29 CFR 1910.332</td>
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<td>Emergency Evacuation</td>
<td>OSHA 29 CFR 1910.38(a)</td>
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<td>Excavations</td>
<td>OSHA 29 CFR 1926.651</td>
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<td>Fall Protection</td>
<td>OSHA 29 CFR 1926.500</td>
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<td>First Aid/CPR</td>
<td>OSHA 29 CFR 1910.151(b)</td>
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<td>Forklifts</td>
<td>OSHA 29 CFR 1910.178(l)</td>
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<td>Hazard Communications</td>
<td>OSHA 29 CFR 11910.1200(h)</td>
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<td>Hazwoper - Awareness Level</td>
<td>OSHA 29 CFR 1910.120</td>
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<td>Hazwoper 8 Hour</td>
<td>OSHA 29 CFR 1910.120</td>
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<td>Hazwoper 24 Hour</td>
<td>OSHA 29 CFR 1910.120</td>
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<td>Hazwoper 40 Hour</td>
<td>OSHA 29 CFR 1910.120</td>
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<tr>
<td>Hazwoper Supervisor 8 Hour</td>
<td>OSHA 29 CFR 1910.120</td>
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<tr>
<td>Hearing Conservation</td>
<td>OSHA 29 CFR 1910.95</td>
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<tr>
<td>Incipient Fire Fighting</td>
<td>OSHA 29 CFR 1910.157(g)</td>
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<tr>
<td>Lead Worker</td>
<td>OSHA 29 CFR 1926.62(l)</td>
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<tr>
<td>Lead Supervisor</td>
<td>See Above</td>
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<tr>
<td>Lockout/Tag out Authorized Person</td>
<td>OSHA 29 CFR 1910.147(c)(7)</td>
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<tr>
<td>Lockout/Tag out Affected Person</td>
<td>See Above</td>
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<tr>
<td>New Employee Orientation</td>
<td>OSHA 29 CFR 1910.119(g)</td>
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<tr>
<td>Personal Protective Equipment</td>
<td>OSHA 29 CFR 1910.132(f)</td>
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<tr>
<td>Respiratory Protection</td>
<td>OSHA 29 CFR 1910.134</td>
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<tr>
<td>Scaffolding</td>
<td>OSHA 29 CFR 1926.454</td>
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<tr>
<td>Substance Abuse</td>
<td>DOT 46 CFR 16.401 &amp; 391.119</td>
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Signature ____________________________________________

Title ________________________________________________

Date: ________________________________________________
July 31, 2017

**Contractor drug and alcohol reporting and testing requirements**

*New requirements effective Oct. 1*

Dear LG&E and KU contractors:

LG&E and KU have updated the company’s contractor drug and alcohol testing requirements. Effective Oct. 1, 2017, all LG&E and KU contractors must report drug and alcohol testing results, along with the number of hours worked by all employees, by noon on the fifth work day of each month. These updated requirements also include a provision that requires contractors to test employees monthly, according to their respective contracts.

Contracted employee testing numbers must be reported each month according to the number of required tests for pre-employment, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), Department of Pipeline Hazardous Material Safety Administration (PHMSA), and random, post-accident and reasonable-suspicion purposes. Please note that the percent of required testing for random tests also has been updated and is consistent among all LG&E and KU contractors.

The updated requirements are posted on the [lge-ku.com](http://lge-ku.com) website within the Contractor Health and Safety Database under the “Documents” tab. For reference, the testing requirements and the Q&A document are also attached with this memo. Please refer questions to your LKE safety professional, contact the Contractor Health and Safety Hotline at 502-627-4841 or send an e-mail to CHS.Hotline@lge-ku.com.

Sincerely,

[Signature]

Enclosures

cc: Joe Clements, director, Power Generation Commercial Operations
     Tony Ruckriegel, manager, Contracts/Major Capital Projects, Project Engineering
     Mark Schmitt, director, Supply Chain
LG&E and KU (LKE) Contractor Drug and Alcohol Testing Requirements

Drug and alcohol testing of all contractor employees is required as follows:

1. For all contracts awarded before Oct. 1, 2017, required drug and alcohol testing must, at a minimum, be **five-panel tests**.
   
   For all contracts awarded on or after Oct. 1, 2017, required drug and alcohol testing must, at a minimum, be **nine-panel tests**.

2. Supplemental work is work provided by a Contractor through its employees¹ (Supplemental Work Employees) to perform maintenance or operations tasks on one or more LKE² sites³ necessary to support day-to-day business operations on a regular and recurring schedule.
   - Contractors shall provide evidence that 100% of its Supplemental Work Employees have passed a drug and alcohol test within seven days prior to starting work at an LKE site.
   - Contractors shall randomly drug and alcohol test 5% of their total Supplemental Work Employee workforce working at all LKE sites each month.

3. Transient work is work provided by a contractor through its employees (Transient Work Employees) to perform limited duration or ad-hoc specialized tasks at one or more LKE sites. If an employee is to be at one or more LKE sites on a regular basis or has a regular work schedule at or across one or more LKE sites (other than for limited duration or ad-hoc specialized tasks), that employee will be treated as a Supplemental Work Employee and not a Transient Work Employee.
   - All (100%) of Transient Work Employees will be drug and alcohol tested within seven days prior to starting work at an LKE site.
   - Contractors shall randomly drug and alcohol test 10% of their total Transient Work Employee workforce working at all LKE sites each month.
   - Transmission and Distribution Transient Work Employees who perform work during system restoration events (i.e., storms) will be exempt from LG&E and KU drug and alcohol testing requirements.
   - If Transient Work Employees are moving from LKE site to LKE site for work assignments, another pre-work drug and alcohol test is not required. These employees will remain in the 10% per month random-testing pool of that contractor, while working at LKE sites.
   - If a Transient Work Employee leaves all LKE sites, but returns to an LKE site within 30 days, another pre-work drug and alcohol test is not required. These Transient Work Employees will remain in the 10% per month random-testing pool of that contractor.

4. Employees that fall under federal regulatory testing requirements dictated by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), or Department of Pipeline Hazardous Material and Safety Administration (PHMSA) will be subject to those requirements and will not be subject to the LG&E and KU drug and alcohol testing requirements.

---

¹ As used in this document, the term “employees” means all individuals who perform work on behalf of a Contractor at one or more LKE sites, including, without limitation, employees of Contractor, independent contractors, leased employees, etc.

² As used in this document, the term “LKE” means Louisville Gas and Electric Company and/or Kentucky Utilities Company.

³ As used in this document, the term “LKE site” means any property owned or leased by LKE, any property on which LG&E and/or KU has an easement, license, or other right to enter or use or on which LG&E and/or KU has any facilities or equipment, and any property in the immediate vicinity of any of the foregoing.

Revised 062017
LG&E and KU (LKE) Contractor Drug and Alcohol Testing Requirements

5. A Contractor shall promptly perform a drug and alcohol test on each Supplemental Work Employee and each Transient Work Employee (i) who contributes to an accident or dangerous condition or cannot be completely discounted as a contributing factor to an accident or dangerous condition, which involves actual or undue risk of death or off-site medical treatment of any individual or material property damage (ii) or for which there is reasonable suspicion or probable cause of use or impairment.

6. Pre-employment testing and the testing referred to in paragraphs 4 and 5 above will NOT be included in calculating the random testing percentages required above.

7. To determine the number of employees subject to random testing each month, the number of applicable employees will be multiplied by the applicable percentage and the result will be rounded up to the next whole employee. For example, if the result of the multiplication is 4.3, the Contractor should round up that number to 5 employees. Further examples: assume that a Contractor has 75 Supplemental Work Employees working on LKE sites in a given month. Contractor is required that month to randomly select and Drug and Alcohol Test 4 employees (5% x 75 = 3.75 rounds up to 4) of its Supplemental Work Employees and provide evidence of the results of the test for each. Assume that in the following month that same Contractor has 90 Supplemental Work Employees working on LKE sites. The number for that month will be 5 employees (5% x 90 = 4.5 rounds up to 5).

8. The Contractor is responsible for all testing and administration costs associated with LKE’s drug and alcohol testing requirements provided that, for Supplemental Work Employees only, the Contractor may bill LKE for the reasonable straight-time hours for the time that such employee is away from scheduled duties to participate in a random drug and alcohol test. (The Contractor may not bill LKE any overtime hours associated with such test.)

9. For a Contractor with five or fewer Supplemental Work Employees or five or fewer Transient Work Employees, the Contractor may seek a limited waiver for random testing requirements by consulting its LKE safety professional.

10. A Contractor shall submit evidence of compliance with these requirements through the LKE Contractor Health and Safety Database (i) monthly for all random tests and (ii) prior to the employee entering (or re-entering) any LKE site for any other test.

11. Contractors who have additional questions can contact their LKE safety professional; contact the LKE Contractor Health and Safety Hotline at 502-627-4841; or send an e-mail to CHS.Hotline@ige-ku.com.

Revised 062017
Louisville Gas and Electric and Kentucky Utilities (LKE)
Contractor Drug and Alcohol Testing Requirements

Frequently Asked Questions

Q. What has changed with the updated LKE contractor drug and alcohol testing requirements?
A. LKE updated its previous contractor drug and alcohol testing requirement document pertaining to the type of testing, who needs to be tested and the frequency of the testing.

Q. What drug screening panel should my company use to meet the contractor drug and alcohol requirements?
A. For contracts awarded before Oct. 1, 2017, a minimum five-panel drug and alcohol test is required. For all contracts awarded on or after Oct. 1, 2017, a minimum nine-panel drug and alcohol test is required.

Q. What drugs should be screened in a nine-panel drug test?
A. Cocaine, marijuana, phencyclidine, amphetamines, opiates, barbiturates, benzodiazepines, methadone, oxycodone, MDMA and K2/Spice.

Q. Does LKE have a specific drug and alcohol testing facility that it recommends contractors use?
A. No. Use your current method of testing.

Q. Do I need to provide LKE with a copy of an individual’s test results?
A. No.

Q. How do I submit my drug and alcohol testing information?
A. Use the tab in the contractor database (next to the hours/incidents tab) on the lge-ku.com website. You are required to document your drug and alcohol testing data each month.

Q. Whom do I contact if I have a question?
A. Please refer questions to your LKE safety professional, contact the Contractor Health and Safety Hotline at 502-627-4841 or send an e-mail to CHS.Hotline@lge-ku.com.
LG&E and KU Services Company
Contractor Safety Management
Project Specific Hazard Analysis

This Hazard Analysis and the required subsequent Hazard Mitigation Plan shall be completed by the contractor’s designee and shall be submitted to The Company’s authorized representative and forwarded to their Health and Safety Specialist/Consultant prior to the initiation of any work. It is an expectation that the contractor will identify specific hazards related to the scope of work.

Work description and location:

LG&E and KU Services Company Proponent:

Estimated Total Work Days: Estimated Work Force #:

Equipment Related Compliance and Safety
Will the contractor use any of the following or be exposed to its use?

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abrasive Wheel Machinery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Work Platform Operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barricades</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavation Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cranes: Overhead □ Mobile □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhead Power Lines?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes specify voltage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forklift Operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Fault Protection (GFI’s/GFCI’s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grounding devices and processes (static)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand Tools / Power Tools</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specific Hazardous Substances Compliance and Safety

<table>
<thead>
<tr>
<th>Substance</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anhydrous Ammonia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bloodborne Pathogens (Applies to all)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOT Hazardous Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EPA Hazardous Waste</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explosive Gasses, Vapors, or dusts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard Communication (Applies to all)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hexavalent Chromium (Hot Work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MSDS’s supplied on all materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead or other toxic metal concerns</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Mandatory contact with H&S Rep.)
Tool 2

Hydrogen Sulfide  Yes ☐  No ☐
Other / Specify  Yes ☐  No ☐

**Personal Protective Hazard**
Which of the following PPE will be required?

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Yes ☐</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Protective Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low voltage gloves (Class 0, 50-600 volts)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boundary Distances Established and Enforced</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arc Flash PPE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 2 600 -15kv gloves/sleeves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rubber insulated blankets/hoses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What will the exposed voltage level be?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eye Protection with side shields (at all times)</td>
<td>Yes ☐</td>
<td></td>
</tr>
<tr>
<td>Goggles: directly vented ☐ indirectly vented ☐ Cutting ☐</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Welding Hood</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Face Shield</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Fall Protection or Prevention</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Gloves (Appropriate to the specific task)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Life lines (horizontal or vertical)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Foot Wear: steel toes ☐ electrical hazard rated ☐</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Hard Hats (Applies to all)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Hearing Protection (Reduction to &lt;85db. required)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Natural Gas Exposure PPE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Suit</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Positive Pressure Respirator</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Hood</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Harness</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Life Line</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Gloves</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>PFD (personal flotation device)</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Traffic Vest</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Respiratory Protection</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Portable ventilation equipment</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
</tbody>
</table>

**Identify the respiratory hazard**
Will the contractor have exposure to:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Yes ☐</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silica</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arsenic / Flyash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hexavalent Chromium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flammable Atmosphere</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oxygen Deficient Atmosphere</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SO₂</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others / specify</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Has air monitoring been arranged?  Yes ☐  No ☐
Has air monitoring been discussed with the H & S Specialist/Consultant?  Yes ☐  No ☐
**Tool 2**

<table>
<thead>
<tr>
<th>Work/Safety Procedural Requirements</th>
<th>Will use it or be exposed to its use?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Chemical Unloading</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Compressed Gas Cylinders</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Confined Space Entry</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Specify:</td>
<td></td>
</tr>
<tr>
<td>CPR &amp; First Aid (under 1910.269, &gt; 50 volts)</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>CPR &amp; First Aid qualified person on site</td>
<td>Yes [ ]</td>
</tr>
<tr>
<td>Mobile Crane Operator Physicals (3 yr req)</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>DOT Commercial Driver's License</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Excavation / Trenching and Shoring</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Explosion Hazard (Deslagging / Blasting)</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Fire Protection (Hot work, welding &amp; alike)</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Gas Repair Procedures</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Lifting and Rigging</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Lockout/Tagout</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Grounding Procedures</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Equipment required to be isolated (list):</td>
<td></td>
</tr>
<tr>
<td>Marine Standard</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Scaffold Competent Builder</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Scaffold Competent User</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Suspended Scaffolding</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Work Zone Traffic Safety</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Others / specify</td>
<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>

**Permits**

Are there any permits indicated with outside agencies?  
Yes [ ] No [ ]  
Asbestos removal, building permits, work zones, RR crossing, environmental impact, etc.)

Detail:

Are there any OSHA related permits?  
Yes [ ] No [ ]  
(Permit Required Confined Space Entry, Dig permits and alike)

Detail:

**Work Area Lighting**

Additional lighting devices will be needed  
Yes [ ] No [ ]

Type of lighting:

**Specify Additional Hazards:**

**Further instructions:**
For each Yes box checked or additional hazards identified, a Hazard Mitigation Plan must be submitted along with this Hazard Analysis prior to the initiation of any work.
Tool 2

Name of the contracted firm:

Name of the contractor’s Health & Safety designee completing this Hazard Analysis:

Date:

Phone number:
<table>
<thead>
<tr>
<th>Hazard Controls Identified</th>
<th>Identify and Analyze the Hazards</th>
<th>List all &quot;Yes&quot; Identified Tool 2 Items</th>
</tr>
</thead>
</table>

**Contractor's Hazard Mitigation Plan**

**LGE & NU Services Company**

**Date:**

**Contractor's Site Health and Safety Representative:**

**Contractor's Site Supervisor:**

**Description of the general job activity:**

This Hazard Mitigation Plan shall be filled in by the contractor's designee and must be submitted to the company's authorized representative or their designee and forwarded to their Health and Safety Specialist/Consultant prior to the initiation of any work.
<table>
<thead>
<tr>
<th>Hazard Controls</th>
<th>Identify and Analyze the Hazards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List all &quot;yes&quot; Identified Tool 2 Items</td>
</tr>
</tbody>
</table>

Contractor's Hazard Mitigation Plan

LEG and KY Services Company

Tool 3
### Tool 4

**LG&E and KU Services Company**  
**Contractor Safety Management**  
**Job Performance Monitoring Tool**

This form shall be filled in by LG&E and KU Services Company contract proponent or designee. The form shall be forwarded to the Health and Safety Specialist/Consultant and the results discussed with contractor management.

**Monitoring performed by:**

<table>
<thead>
<tr>
<th>Employee #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Check One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

#### Housekeeping

- **Job site clean and free of excess trash and debris**
  - Yes | No | N/A
- **Walkways and passages are clear**
  - Yes | No | N/A
- **Material or equipment properly stored**
  - Yes | No | N/A
- **Electrical cords, hoses, welding, leads, and alike**
  - Yes | No | N/A
  - *(Elevated and protected to prevent hazards.)*
- **Scrap material free of protruding nails or other puncture hazards**
  - Yes | No | N/A
- **Trash receptacles are provided for work area**
  - Yes | No | N/A
- **Barricades installed, maintained, and disassembled if job completed**
  - Yes | No | N/A
- **Break areas, offices, trailers, and like areas are specific to the contractor**
  - Yes | No | N/A

#### Equipment

- **Abrasive Wheel Machinery** *(Proper use / wheels adjusted)*
  - Yes | No | N/A
- **Aerial Work Platform Operation** *(Inspected and operated as required)*
  - Yes | No | N/A
- **Barricades** *(Installed as required)*
  - Yes | No | N/A
- **Excavation Equipment** *(Inspected and operated as required)*
  - Yes | No | N/A
- **Compressed Gas Cylinders** *(Stored, connected and used properly)*
  - Yes | No | N/A
- **Cranes** *(Area control, powerline safety, inspected daily and documents retained)*
  - Yes | No | N/A
- **Forklift Operation** *(Proper seat belts, speed & loading)*
  - Yes | No | N/A
- **Ground Fault Protection** *(Proper GFI’s/GFCI’s)*
  - Yes | No | N/A
- **Grounding devices and processes** *(Properly applied)*
  - Yes | No | N/A
- **Hand Tool / Power Tools / Wood Working Machinery** *(Proper use & guards)*
  - Yes | No | N/A
- **No safety features by-passed or defeated on any equipment?**
  - Yes | No | N/A

#### Hazardous Substances

- **Anhydrous Ammonia** *(related requirements and work practices complied with)*
  - Yes | No | N/A
- **Arsenic** *(Complying with required procedures)*
  - Yes | No | N/A
- **Asbestos** *(Complying with required procedures)*
  - Yes | No | N/A
- **Bloodborne Pathogens** *(Applies to all)* *(Complying with required procedures)*
  - Yes | No | N/A
- **DOT Hazardous Materials** *(Complying with required procedures)*
  - Yes | No | N/A
- **EPA Hazardous Waste** *(Complying with required procedures)*
  - Yes | No | N/A
- **Flammable Atmosphere**
  - Yes | No | N/A
- **Hazard Communication** *(Applies to all)* *(MSDS’s available)*
  - Yes | No | N/A
- **Radiation** *(Complying with required procedures)*
  - Yes | No | N/A
- **Lead and other toxic metals concerns** *(Complying with required procedures)*
  - Yes | No | N/A
- **Natural Gas**
  - Yes | No | N/A
- **Hydrogen Sulfide**
  - Yes | No | N/A
- **Oxygen Deficient Atmosphere**
  - Yes | No | N/A
- **Other / Specify:**
  - Yes | No | N/A
### Personal Protective Equipment

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low voltage gloves (Class 0, 50-600volts)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arc Flash PPE</td>
<td></td>
<td></td>
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<td>Class 2, 600-15kv gloves/sleeves</td>
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</tr>
<tr>
<td>Rubber insulated blankets/hoses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eye Protection (Required at all times.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directly or Indirectly vented goggles; cutting goggles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welding Hood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Protection or Prevention (guards, guard rails, body harnesses properly worn, (lanyards and 5400# anchorage, perimeter guarding, static lines and rat lines installed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foot Wear (with steel toes) (Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foot Wear (Electrical Hazard rated at &gt; 50 volts) (Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gloves (Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard Hats (Applies to all)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hearing Protection (Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas Exposure PPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Suit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive Pressure Respirator</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hood</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Harness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifeline</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PFD (personal flotation device)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Vest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory Protection (Change schedule, proper storage and disposal)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable ventilation equipment (Air monitoring as required to substantiate)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Specific Work Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Chemical Unloading (Proper barricades, communication, PPE, showers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confined Space Entry (Air monitoring, permit-if required, hot work permit, non-entry rescue)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPR First Aid qualified person on site</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cranes / Powerlines (proper clearances maintained by ASME B30.5 standards)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOT Commercial Driver’s License (Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavation/Trenching and Shoring (sloped and shored, access every 25ft., daily inspections)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Protection (Hot work, welding, housekeeping, flammable materials &amp; alike)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Oxygen and combustibles separated, containers labeled, fire extinguisher)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Hot work and welding screens, flammable storage cabinets)(Explosive Hazards)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Operator Qualifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Repair Procedures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ladders (Proper angles, secured, exceeds landing by 3 ft.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead work (abatement, personal protection, disposal, control of the area)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifting and Rigging (Slings tagged, softeners as required, area controlled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighting (proper work area lighting)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lockout/Tagout 1477/269 (clothing, restricted areas at &gt; 50 volts)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marine Standard (Decks clear, equipment stored, life preservers, access/egress)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scaffold Competent Builder (Proper access and egress, tagged, inspected prior to each shift)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scaffold Competent User (Scaffolds inspected by each user)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspended Scaffolding (Inspected daily or at the start of each shift, torqued J clips)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permits (air, water, environmental, asbestos, building, etc)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permits (OSHA related: Dig permits, hot work, and alike)(Applied as required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic control/Work zone hazards properly marked</td>
<td></td>
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<td>Vehicles (Speed, lights working, seat belts, properly maintained, licenses and certificates as req.)</td>
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Tool 4
Contractor Firm Name:
Employee(s) Name:
Valid Passport(s) presented?
Time:
Specific location:

Detail the specifics of any performance correction cited.
Detail:

What contractor Leadership / Management representative was notified and by whom?
LG&E and KU
Contract Safety Management
Quality Assurance Job Closure Form

At the completion of any project, the contractor’s representative must inspect and attest to each of the following, and shall return this form to their contract proponent prior to departure for the job site. The contract proponent will then forward a copy of this form to their assigned Safety Specialist.

Work location

Work Description

Name of LG&E KU Contract Proponent

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<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
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<td>Has the technical scope of the work been completed?</td>
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<td>Has the job site been cleaned and returned to original or better condition?</td>
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<tr>
<td>Have all materials been properly disposed of and documented as required?</td>
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<tr>
<td>Have all Lockout / Tagout clearances been removed and/or released?</td>
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<tr>
<td>Have all required statistics been entered into the Contractor Health and Safety Database?</td>
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</table>

*REQUIRED DETAIL*
If a “NO” box is checked, specific details are required for submission of this job closure form. An explanation on each “NO” box may be added to reverse side of this form and/or a separate page may be attached.

Name of Contractor Firm

Name of Contractor Representative

Contractor Representative Phone Number

Contractor Signature ___________________________ Date ____________________

LG&E KU USE ONLY:
Contract Proponent Comments

Contractor Parking Area, If Needed

Contractors, subcontractors and all employees are allowed only to be in the designated areas.

Construction Area

UKy-CAER Parking Area and Construction Laydown Area

Construction Office

Trailer Area, If Needed Location to be Determined
Project: Small Pilot CCS Process
Date: Fri 7/20/18

ID  Task Name                              Duration       Start           Finish
1   Advertise and Distribute Invitation   0 days        Fri 7/20/18     Fri 7/20/18
2   Written Questions Due                0 days        Fri 7/27/18     Fri 7/27/18
3   Addendum Issued                      0 days        Tue 7/31/18     Tue 7/31/18
4   Bid Submittals Due                   0 days        Tue 8/7/18      Tue 8/7/18
5   Post Bid Meeting at E.W. Brown       0 days        Thu 8/9/18      Thu 8/9/18
6   Acceptance Letter Issued             0 days        Tue 8/14/18     Tue 8/14/18
7   Awards Made                          0 days        Tue 8/21/18     Tue 8/21/18
8   Phase 1 Construction                 2 wks         Mon 9/17/18     Fri 9/28/18
9   Phase 2 Construction                 2 wks         Mon 10/22/18    Fri 11/2/18
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION
FORM OF PROPOSAL

Trade TC-01  Project Title: Mechanical Modifications of CO2 Capture Pilot Plant at E. W. Brown Generating Station (Dix Dam)

Purchasing Officer: Mike Mudd

NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.

This Proposal is submitted by: (NAME AND ADDRESS OF BIDDER)

Date: ____________________________

Telephone: ____________________________

Email Address ____________________________

TO: BID CLERK
CAPITAL CONSTRUCTION PROCUREMENT
RM. 322 SERVICE BUILDING
411 SOUTH LIMESTONE
LEXINGTON, KY. 40506-0005

INVITATION TO BID: CCK-2341-19
BID OPENING DATE: August 7, 2018
TIME 3:00 P.M. E.D.T.

The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ________________ DATED ________________

ADDENDUM NO. ________________ DATED ________________

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)
Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor’s operations. The Contractor’s failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 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 these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

LUMP SUM PROPOSAL

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

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

(USE WORDS) (USE WORDS)

($____________________)

(USE FIGURES)
FORM OF PROPOSAL

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

I hereby certify:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2341-19 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;

4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;

5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;

6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.

8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

9. 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 the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY ___________________________ TITLE ___________________________

PRINT NAME ___________________________ FIRM ___________________________

ADDRESS ___________________________ AREA CODE & PHONE ____________

FAX

CITY __________________ STATE ______ ZIP CODE ______ DATE ___________________________

FP-3
BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01) Small Business  (06) Woman-Owned Large Business
(02) Large Business  (07) Disadvantaged Woman-Owned Small Business
(03) Disadvantaged Small Business  (08) Disadvantaged Woman-Owned Large Business
(04) Disadvantaged Large Business  (09) Other
(05) Woman-Owned Small Business

DEFINITIONS

(01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.

(02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.

(03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.

(04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.

(05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.

(06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.

(07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.

(08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.

(09) OTHER: A concern that does not meet any of the above definitions.
THE FOLLOWING ITEMS ARE HERewith ENCLOSED AS REQUIRED BY KRS 45A.185

1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.

2. List of Proposed Subcontractors and Unit Prices. (if required)

3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.

4. List of Materials and Equipment.

5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

6. DUNS NUMBER

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, “to the responsive and responsible bidder whose bid offers the best value” to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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 within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.
UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders will be required to complete and submit the following information. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
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FP-6
All subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

*The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.*

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
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LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

_The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date._

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MATERIALS AND EQUIPMENT</th>
<th>BRAND OR MANUFACTURER</th>
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IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1. Minority and Women Subcontractors

________________________________________

________________________________________

________________________________________

________________________________________

2. Minority and Women Material Suppliers

________________________________________

________________________________________

________________________________________

________________________________________

SUPERINTENDENT

In accordance with Article 17 of the General Conditions a full-time superintendent will be required on this project. Below, please list the superintendent your firm will employ on this project. The successful Bidder will be required to furnish a resume of the superintendents’ qualifications and or past projects.

List the Superintendent’s Name

Revised 3/22/06
1. Complete LG&E and KU Required Tools 2 and 3 and submit to UKy-CAER for review and approval at least 2 weeks prior to starting work.
2. Complete Tool 5 and submit to UKy-CAER for review and approval before leaving jobsite.
3. Participate in weekly construction meetings
4. Identify and obtain any permits needed to complete this work

Phase I - structural work, procure all piping & other installation materials, set the membrane & vacuum pumps skids, modify C-102, fabricate & install related piping, leak and pressure test

*(NOTE: We want to make as many changes to current pipes and hang as much new piping as possible without leaving process lines open. We plan to commission the membrane and vacuum pump skids between phases.)*

1. Construct another level/floor on top of module 2 for the membrane and blower per KMPS design and procure the required materials
2. Supply steel structure reinforcements and modify existing modular steel per KMPS structural analysis/design
3. Modify the existing absorber column (C-102) per KMPS design and supply an “R” stamp
4. Supply and install new manway per KMPS design
5. Procure the materials needed to mount phase I equipment
6. Install Phase I equipment per KMPS general arrangement design including the membrane, vacuum pump skids, (will require crane work, contractor to specify correct crane size)
7. Modify the existing piping per KMPS design and procure the required materials including gaskets, fasteners, supports and manual valves for the following lines. Refer to KMPS line list for comprehensive list.
   a. Flue gas inlet pipe to the absorber (required in Phase I)
   b. Solvent circulation line on the absorber (tie in possible in Phase I)
   c. Solvent inlet pipe to the cartridge filter (tie in possible in Phase I)
   d. Solvent discharge pipe from the carbon filter (tie in possible in Phase I)
   e. Plant water header (required in Phase I)
   f. Flue gas exhaust to the stack (tie in possible in Phase I)
   g. Cooling water pump discharge line (required in Phase I for vacuum pump skid and tie in for water wash column cooler possible in Phase I)
   h. Cooling water return to the cooling tower (required in Phase I for vacuum pump skid and tie in for water wash column cooler possible in Phase I)
   i. Compressed air header (required in Phase I for vacuum pump and Phase I instrumentation and tie in for Phase II instrumentation and filter)
8. Supply and install new piping systems and pipe supports per KMPS design. Refer to KMPS line list for comprehensive list.
a. Membrane feed (required in Phase I)
b. Membrane rejection (required in Phase I)
c. Membrane permeate (required in Phase I)
d. Compressed air feed to the vacuum pump skid (Phase I)
e. Cooling water supply to the vacuum pump cooler (Phase I)
f. Cooling water return from the vacuum pump cooler (Phase I)
g. Cooling water supply to the after condenser (Phase I)
h. Cooling water return from the after condenser (Phase I)

9. Move F-104 as per KMPS specifications and reroute associated piping including supports and insulation.

10. Paint all carbon steel equipment, carbon steel piping, fittings and manual valves and structural steel as per KMPS paint specification.

11. **Pressure/leak test** piping according to UKy-CAER specifications

**Phase II - set the remaining equipment, install instrumentation, fab & install related piping, leak & pressure test**

1. Participate in **weekly construction meetings**
2. Procure the materials needed to **mount** phase II equipment
3. Install Phase II equipment per KMPS general arrangement design including the solvent water wash column, bottoms VFD pump, heat exchanger, simplex filter and blower (will require crane work, contractor to specify correct crane size)
4. Complete modifications to existing piping as needed
5. Complete installation of new piping as per KMPS design. Refer to KMPS line list for comprehensive list.
   a. Plant water feed to the water wash column (Phase II)
   b. Water wash circulation loop (Phase II)
   c. Branch from water wash circulation loop to the new filter (Phase II)
   d. New filter discharge to the absorber (Phase II)
   e. New filter discharge to the cartridge filter (Phase II)
   f. Backwash line from the filter to the water wash column (Phase II)
   g. Return of water wash from carbon filter to the circulation loop (Phase II)
   h. Cooling water feed to the bottoms heat exchanger (Phase II)
   i. Cooling water return from bottom heat exchanger to the cooling tower (Phase II)
   j. Flue gas feed to the water wash column (Phase II)
   k. Washed flue gas from the water wash column to the stack (Phase II)
   l. Compressed air feed to new filter (Phase II)
   m. Bottoms heat exchanger bypass (Phase II)
   n. Water wash agitation line (Phase II)
6. Install UKy-CAER and MTR supplied instrumentation for the water wash column and membrane systems (only for instrumentation not already attached to column or membrane), NOT including any wire or conduit, just physical instrument installation.

7. Install KMPS and MTR supplied control valves for the water wash column and membrane systems and associated air tubing.

8. Supply and install manual valves spec’d by KMPS, but not supplied by KMPS.

9. Paint all carbon steel equipment, carbon steel piping, fittings and manual valves and structural steel as per KMPS paint specification.

10. **Pressure/leak test** piping according to UKy-CAER specifications.

11. Supply and install tubing for instrumentation per instrument vendor specification.

12. Participate in walk-throughs during the commissioning process and complete services, as noted.

New equipment estimated empty weights:

1. B-200: 1,721 lbs
2. Membrane skid: 5,282 lbs
3. Vacuum pump skid: 4,400 lbs
4. Knock out pot/condenser skid: 1,300 lbs
5. Solvent recovery column (C-200): 5,000 lbs
6. Simplex filter: 245 lbs
7. Solvent recovery column bottoms pump: 500 lbs
8. Solvent recovery column heat exchanger (E-200): 1,500 lbs
Trade TC-02  Project Title: Electrical Modifications of CO2 Capture Pilot Plant at E. W. Brown Generating Station (Dix Dam)

Purchasing Officer: Mike Mudd

NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.

This Proposal is submitted by: ________________________________  (NAME AND ADDRESS OF BIDDER)

Date: ________________________________  ________________________________

Telephone: ________________________________  ________________________________

TO: BID CLERK

INVITATION TO BID: CCK-2341-19

CAPITAL CONSTRUCTION

BID OPENING DATE: August 7, 2018

PROCUREMENT

TIME 3:00 P.M. E.D.T.

RM. 322 SERVICE BUILDING

411 SOUTH LIMESTONE

LEXINGTON, KY. 40506-0005

The Bidder, in compliance with your Invitation for Bids for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ________________  DATED ________________

ADDENDUM NO. ________________  DATED ________________

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)
Pursuant to KRS 45A.485, the Contractor shall, prior to the award of a Contract, reveal final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by the Contractor that have occurred in the previous five (5) year period.

This statute also requires for the duration of the Contract established, the Contractor be in continuous compliance with the provisions of Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor’s operations. The Contractor’s failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with any of the above cited statutes for the duration of the Contract shall be grounds for the cancellation of the Contract, and the disqualification from eligibility for future contracts for a period of two (2) years.

The Contractor, by signing and submitting a Bid on this Invitation, agrees as required by KRS 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 these statutes during the duration of any contract that may be established. Final determinations of any violations of these statutes, must be provided to the University by the successful Contractor prior to the award of a Contract.

**LUMP SUM PROPOSAL**

The Bidder agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

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

(USE WORDS) (USE WORDS)

($ __________________________)

(USE FIGURES)
FORM OF PROPOSAL

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

I hereby certify:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the submitted Bid or Bids covering Capital Construction Procurement Section Invitation No. CCK-2341-19 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;

4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;

5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Capital Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;

6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.

8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

9. 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 the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY ___________________________ TITLE ___________________________

PRINT NAME ___________________________ FIRM ___________________________

ADDRESS ___________________________ AREA CODE & PHONE _____________

____________________________________ FAX ___________________________

CITY ____________________ STATE ______ ZIP CODE __________________

DATE __________________________

FP-3
BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business</td>
<td>01</td>
</tr>
<tr>
<td>Large Business</td>
<td>02</td>
</tr>
<tr>
<td>Disadvantaged Small Business</td>
<td>03</td>
</tr>
<tr>
<td>Disadvantaged Large Business</td>
<td>04</td>
</tr>
<tr>
<td>Woman-Owned Small Business</td>
<td>05</td>
</tr>
<tr>
<td>Woman-Owned Large Business</td>
<td>06</td>
</tr>
<tr>
<td>Disadvantaged Woman-Owned Small Business</td>
<td>07</td>
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<tr>
<td>Disadvantaged Woman-Owned Large Business</td>
<td>08</td>
</tr>
<tr>
<td>Other</td>
<td>09</td>
</tr>
</tbody>
</table>

DEFINITIONS

(01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.

(02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.

(03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.

(04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.

(05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.

(06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.

(07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.

(08) DISADVANTAGED, WOMAN OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.

(09) OTHER: A concern that does not meet any of the above definitions.
THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.

2. List of Proposed Subcontractors and Unit Prices. (if required)

3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.

4. List of Materials and Equipment.

5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

   (Nine Digit Number)

6. DUNS NUMBER

   (Number)

BIDDER’S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, “to the responsive and responsible bidder whose bid offers the best value” to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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 within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.
NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

All Bidders will be required to complete and submit the following information. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.

The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
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</thead>
</table>

FP-6
All subcontractors are subject to the approval of the Capital Construction Procurement Section and Capital Project Management Division, University of Kentucky, Lexington, KY.

If certain branches of the Work are to be done by the Prime Contractor, so state.

_The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date._

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
</tr>
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<tbody>
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</table>
LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications," will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

*The apparent low bidder is requested to attend a post bid meeting which will be scheduled at a later date.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MATERIALS AND EQUIPMENT</th>
<th>BRAND OR MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Women owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and women owned businesses.

1. Minority and Women Subcontractors

2. Minority and Women Material Suppliers

SUPERINTENDENT

In accordance with Article 17 of the General Conditions a full-time superintendent will be required on this project. Below, please list the superintendent your firm will employ on this project. The successful Bidder will be required to furnish a resume of the superintendents’ qualifications and or past projects.

List the Superintendent’s Name

Revised 3/22/06
Electrical Scope of Work
Small Pilot CO₂ Capture System Modification

1) Complete LG&E and KU Required Tools 2 and 3 and submit to UKy-CAER for review and approval at least 2 weeks prior to starting work.

2) Complete Tool 5 and submit to UKy-CAER for review and approval before leaving jobsite.

3) Participate in weekly construction meetings.

4) Identify and obtain any permits needed to complete this work.

5) Supply of needed electrical supplies (wire, breakers, conduit, heat trace, etc.)

6) Determine site locations and interfaces prior to site preparation

7) Prepare site as needed (unloading equipment, utility and process equipment connections, etc.)

8) Run power to 5 users as shown in table below from 480 V feed in LG&E and KU Limestone Preparation Building. Specify and supply cable tray, breakers, transformers, disconnects, starters, conduit and supports, as needed.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Description</th>
<th>Voltage</th>
<th>Amperage</th>
<th>Locked Rotor</th>
<th>Phase</th>
<th>Hz</th>
<th>Power (kW)</th>
<th>Service factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-200</td>
<td>SRC Circulation Pump</td>
<td>460</td>
<td></td>
<td></td>
<td>3</td>
<td>60</td>
<td>7.456998716</td>
<td>1.25</td>
</tr>
<tr>
<td>B-200</td>
<td>Membrane Blower</td>
<td>460</td>
<td>48.24</td>
<td>323.28</td>
<td>3</td>
<td>60</td>
<td>38.45</td>
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</tr>
<tr>
<td>NC-2500</td>
<td>Vacuum Pump</td>
<td>460</td>
<td></td>
<td></td>
<td>3</td>
<td>60</td>
<td>74.56998716</td>
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<tr>
<td>No Tag</td>
<td>Backwash filter system</td>
<td>460</td>
<td></td>
<td></td>
<td>3</td>
<td>50</td>
<td>0.2</td>
<td></td>
</tr>
<tr>
<td>No Tag</td>
<td>Heat trace</td>
<td>277</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 120.6769859

Phase 1 includes: B-200 and NC-2500
Phase 2 includes: P-200 and Backwash Filter System and Heat Trace

9) Procure and install 277 V heat trace for the following locations, as per Heat Trace Specification:
   a. T107 to E113
   b. E113 to P115 through the CV
   c. C101 and T104 blowdown lines
   d. E113 level gauge
   e. P117 and line to desuperheater
   f. T104 level gauge
   g. Cooling tower bypass line
   h. Main water addition line from the LPB to the modules
   i. other locations specified by KMPS
      i. solvent recovery column circulation lines
         • 3”-MEA-C1FA-2010
         • 1-1/2”-MEA-C1FA-2014
         • 2”-MEA-C1FA-2012
         • 2”-MEA-C1FA-2013
      ii. simplex filer lines (supply, permeate, residual, and line to F104)
         • 1” MEA-C1FA-2017
         • 1” MEA-C1FA-2018
         • 1” MEA-C1FA-2019
         • 2” MEA-C1FA-2023
iii. water addition to solvent recovery column
   • 1”-PW-A1FB-2401
iv. F103 to C200
   • 1” MEA-C1FA-2020

10) Procure and install conduit and support for 5 new control valves and 2 vacuum pump skids, membrane blower (B-200) and SRC circulation pump (P-200). Control valves listed below.
   a. Vacuum pump recycle line (Phase 1)
   b. Water wash level control (Phase 2)
   c. Simplex filter backwash control (Phase 2)
   d. Simplex filter 4 ea. On/off valves (Phase 2)
   e. Water wash make-up control valve (Phase 2)

11) Install control and MCC hardware provided by KMPS (Phase 1)
12) Procure and install motor stops for B-200 (Phase 1) and P-200 (Phase 2).
13) Provide new electrical wiring diagrams for electrical SOW, not specified by Koch Modular Process Systems, to UKy-CAER for review and approval prior to procurement of materials.
14) Test functionality of all equipment installed and modified.
15) Participate in walk-throughs during the commissioning process and complete services, as noted.