CAPITAL CONSTRUCTION
Invitation for Bid
CCK-2395-19
Proposal Due Date – 04/11/2019

UK Summer Classroom Renovation – Bid Package B
INVITATION TO BID: CCK-2395-19
OPENING: April 11, 2019
@ 3:00 P.M. LEXINGTON TIME
DATE ISSUED: March 11, 2019

PRE-BID CONFERENCE: March 14, 2019 @ 2:00pm
White Hall Classroom Building – Building 0028
University of Kentucky Campus

DATE ISSUED: March 11, 2019
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT
Room #322 Peterson Service Building,
411 SOUTH LIMESTONE
LEXINGTON, KY 40506-0005

CONTACT THE FOLLOWING INDIVIDUALS FOR MORE INFORMATION:

MATT SPALDING, CONTRACTING OFFICER,
PURCHASING DIVISION
UNIVERSITY OF KENTUCKY

BOYD GAMBREL, PROJECT MANAGER
UK CAMPUS PPD
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.
### PROCUREMENT PROCESS

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT FOR BIDS</td>
<td>AB-1 THRU AB-4</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>IB-1 THRU IB-15</td>
</tr>
<tr>
<td>FORM OF PROPOSAL</td>
<td>FP-1 THRU FP-10</td>
</tr>
<tr>
<td>CONTRACTOR/BIDDER DETERMINATION OF RESPONSIBILITY</td>
<td>1 THRU 13</td>
</tr>
</tbody>
</table>

### UNIVERSITY TERMS AND CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL CONDITIONS</td>
<td>GC-1 THRU GC-40</td>
</tr>
<tr>
<td>SPECIAL CONDITIONS</td>
<td>SC-1 THRU SC-23</td>
</tr>
<tr>
<td>PAYMENT BOND</td>
<td>PB-1 THRU PB-3</td>
</tr>
<tr>
<td>PERFORMANCE BOND</td>
<td>PB-1 THRU PB-2</td>
</tr>
<tr>
<td>AFFIDAVIT</td>
<td>1</td>
</tr>
<tr>
<td>MBE/DBE PARTICIPTATION GOALS</td>
<td>1 THRU 4</td>
</tr>
<tr>
<td>UK CPPD-PDCS CONTRACTOR HANDBOOK</td>
<td>1 THRU 30</td>
</tr>
<tr>
<td>FA OUT OF SERVICE POLICY</td>
<td>1</td>
</tr>
<tr>
<td>TREE PROTECTION STANDARDS</td>
<td>1 THRU 19</td>
</tr>
<tr>
<td>AGREEMENT BETWEEN THE UNIVERSITY OF KENTUCKY AND CONTRACTOR</td>
<td>CA-1 THRU CA-5</td>
</tr>
</tbody>
</table>

### SPECIFICATIONS

Specifications: On Plan Sheets as required

099100 230553
DRAWING INDEX

T-100 TITLE SHEET AND DRAWING INDEX SHEET
AD-130 ARCHITECTURAL DEMOLITION PLANS - ROOM 335
AD-131 ARCHITECTURAL DEMOLITION PLANS - ROOM 337
AD-132 ARCHITECTURAL DEMOLITION PLANS - ROOM 339
AD-133 ARCHITECTURAL DEMOLITION PLANS - ROOM 341
AD-134 ARCHITECTURAL DEMOLITION PLANS - ROOM 343
AD-135 ARCHITECTURAL DEMOLITION PLANS - ROOM 345
AD-136 ARCHITECTURAL DEMOLITION PLANS - ROOM 347
A-001 ARCHITECTURAL GENERAL NOTES, ABBREVIATIONS, AND LEGEND
A-002 ARCHITECTURAL FINISH SCHEDULE AND DETAILS
A-130 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 335
A-131 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 337
A-132 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 339
A-133 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 342
A-134 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 343
A-135 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 345
A-136 ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 347
M-130 MECHANICAL PLANS - ROOM 335
M-131 MECHANICAL PLANS - ROOM 337
M-132 MECHANICAL PLANS - ROOM 339
M-133 MECHANICAL PLANS - ROOM 341
M-134 MECHANICAL PLANS - ROOM 343
M-135 MECHANICAL PLANS - ROOM 345
M-136 MECHANICAL PLANS - ROOM 347
ED-130 ELECTRICAL DEMOLITION PLANS - ROOM 335
ED-131 ELECTRICAL DEMOLITION PLANS - ROOM 337
ED-132 ELECTRICAL DEMOLITION PLANS - ROOM 339
ED-133 ELECTRICAL DEMOLITION PLANS - ROOM 341
ED-134 ELECTRICAL DEMOLITION PLANS - ROOM 343
ED-135 ELECTRICAL DEMOLITION PLANS - ROOM 345
ED-136 ELECTRICAL DEMOLITION PLANS - ROOM 347
E-001 GENERAL ELECTRICAL NOTES AND LEGEND
E-130 ELECTRICAL PLANS - ROOM 335
E-131 ELECTRICAL PLANS - ROOM 337
E-132 ELECTRICAL PLANS - ROOM 339
E-133 ELECTRICAL PLANS - ROOM 341
E-134 ELECTRICAL PLANS - ROOM 343
E-135 ELECTRICAL PLANS - ROOM 345
E-136 ELECTRICAL PLANS - ROOM 347
E-400 A/V INTERCONNECTION DETAILS
ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the University of Kentucky, Construction Procurement Section, 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 PROJECT: UK Summer Classroom Renovation – Bid Package B, as set forth in the specifications and as shown on the drawings for as prepared by UK- Planning, Design and Construction Services and approved by the Construction Procurement Section and under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

Renovations to room 335, 337, 339 include new acoustical tile ceiling, new LED lighting, revised HVAC, new paint, new window blinds, and updated A/V components. Note that rooms 341, 343, 345 & 347 are included as Alternates under this project.

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, 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 for all phases shall be August 9, 2019 and Final Completion shall be seven (7) Calendar days thereafter. Substantial Completion will include all site restoration completed, site clean-up and fully functional.

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. **PLANS AND SPECIFICATIONS REVIEW**

Specifications, Plans and Contract Documents may be examined at the following places:

UK Central Purchasing website

8. **OBTAINING PLANS AND SPECIFICATIONS**

Plans, Specifications and Official Bid documents are no longer available from the University of Kentucky, Construction Procurement Division. The University and Lynn Imaging have an agreement for duplicating and distribution services for University construction projects. Plans, Specifications and Official Bid Documents are available from:

Lynn Imaging  
328 Old Vine Street  
Lexington Kentucky 40507  
Phone (859) 255-1021  
Fax (859) 233-1558

In addition, Lynn Imaging and the University have a web site at: [www.ukplanroom.com](http://www.ukplanroom.com) where plans can be ordered.

Payments for Plans, Specifications and Official Bid Documents must be made to Lynn Imaging before a set of documents will be issued.

Notes: 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.

Potential Contractors must identify the position of their firm as a prime bidder, miscellaneous subcontractor, material supplier or other when ordering of picking up Plans and Specifications.

9. **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-2395-19**

**BID DATE: 04/11/2019 at 3:00 P.M. LEXINGTON TIME**

Bids, upon their receipt by the University of Kentucky, 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.

10. **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.
11. **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.kpap@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.

12. **RIGHT TO REJECT**

The University of Kentucky, 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.

13. **PRE-BID CONFERENCE**

A Pre-Bid Conference will be held on March 14, 2019 @ 2:00pm in White Hall Classroom Building 106 - Building 0028, located on the campus of the University of Kentucky. Decisions and Clarification’s discussed at this meeting will be incorporated into the bid documents by an addendum issued no later than seven (7) days prior to bidding.

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

14. **WRITTEN QUESTIONS**

Anyone wishing to discuss specific items is requested to submit the items in writing to Matthew Spalding Capital Construction Procurement, no later than 03/28/2019 at 1:00pm. Written questions can be submitted by email to: matthew.spalding@uky.edu and sbowlin@uky.edu or fax to 859.257.1951.

**Note:** Responses to Written Questions received no later than 03/28/2019 at 1:00pm will be provided in an addendum.
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 Construction Manager to review the bid and scope of services. The time and place of this meeting will be announced at the bid opening.

Signed: Matt Spalding  
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/](http://www.uky.edu/Purchasing/)
UNIVERSITY OF KENTUCKY  
CAPITAL CONSTRUCTION PROCUREMENT SECTION  
INSTRUCTION TO BIDDERS  

TABLE OF CONTENTS  

<table>
<thead>
<tr>
<th>ARTICLE NO.</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>DEFINITIONS</td>
<td>IB-2-3</td>
</tr>
<tr>
<td>2.</td>
<td>BIDDER'S REPRESENTATION</td>
<td>IB-3</td>
</tr>
<tr>
<td>3.</td>
<td>BIDDING DOCUMENTS</td>
<td>IB-3-4</td>
</tr>
<tr>
<td>4.</td>
<td>PREBID CONFERENCE</td>
<td>IB-4</td>
</tr>
<tr>
<td>5.</td>
<td>BIDDING PROCEDURES</td>
<td>IB-4-5</td>
</tr>
<tr>
<td>6.</td>
<td>CONSIDERATION OF BIDS</td>
<td>IB-6-8</td>
</tr>
<tr>
<td>7.</td>
<td>QUALIFICATION OF BIDDING CONTRACTOR</td>
<td>IB-8</td>
</tr>
<tr>
<td>8.</td>
<td>SUBCONTRACTOR AND MATERIAL LISTING</td>
<td>IB-8-9</td>
</tr>
<tr>
<td>9.</td>
<td>UNIT PRICES</td>
<td>IB-10</td>
</tr>
<tr>
<td>10.</td>
<td>PERFORMANCE BOND, LABOR &amp; MATERIAL PAYMENT BOND</td>
<td>IB-10</td>
</tr>
<tr>
<td>11.</td>
<td>AWARD OF CONTRACT</td>
<td>IB-10-11</td>
</tr>
<tr>
<td>12.</td>
<td>PUBLIC WORKS ACT</td>
<td>IB-11</td>
</tr>
<tr>
<td>13.</td>
<td>BASIC LEGAL REQUIREMENTS</td>
<td>IB-11-12</td>
</tr>
<tr>
<td>14.</td>
<td>TAXES</td>
<td>IB-12</td>
</tr>
<tr>
<td>15.</td>
<td>PLANHOLDERS</td>
<td>IB-12</td>
</tr>
<tr>
<td>16.</td>
<td>POST BID REVIEW AND MATERIAL SUBMITTAL</td>
<td>IB-13</td>
</tr>
<tr>
<td>17.</td>
<td>EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION</td>
<td>IB-13-14</td>
</tr>
<tr>
<td>18.</td>
<td>ANTI-KICK BACK</td>
<td>IB-15</td>
</tr>
<tr>
<td>19.</td>
<td>COMPLIANCE WITH KENTUCKY'S COMPENSATION AND UNEMPLOYMENT INSURANCE LAWS KRS 45A.480</td>
<td>IB-15</td>
</tr>
</tbody>
</table>

Dates: 12/2015  
Applies to: All Projects  
University of Kentucky
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.

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 or 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 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.

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.

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.

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.

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.

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.

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 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. On covered contracts, the Contractor and subcontractor shall pay all workers employed on the site not less than the minimum hourly rates set forth 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.

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 have 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.
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.
UNIVERSITY OF KENTUCKY  
CAPITAL CONSTRUCTION PROCUREMENT SECTION  
FORM OF PROPOSAL

Project Title: UK Summer Classroom Renovation – Bid Package B

Purchasing Officer: Matt Spalding

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-2395-19  
BID OPENING DATE: 04/11/2019  
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 ____________________

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)

Add Alternate Bid #1 - White Hall CB Room 341 $______________________
Add Alternate Bid #2 - White Hall CB Room 343 $______________________
Add Alternate Bid #3 - White Hall CB Room 345 $______________________
Add Alternate Bid #4 - White Hall CB Room 347 $______________________

Grand Total (Base Bid plus Add Alternates 1-4) $___________________________
FOR UK ACCOUNTING PURPOSES ONLY

Base Bid Breakout pricing

White Hall CB Room 335  $______________________________

White Hall CB Room 337  $______________________________

White Hall CB Room 339  $______________________________
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-2395-19 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_____________________

EMAIL _______________________________

FP-4
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.

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<th>Description</th>
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<td>Other</td>
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**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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Painting</td>
<td>$/SQ FT</td>
</tr>
<tr>
<td>2. Selective Brick/Block Wall Demolition</td>
<td>$/SQ FT</td>
</tr>
<tr>
<td>3. Sheet Vinyl Flooring (Welded Seams)</td>
<td>$/SQ FT</td>
</tr>
<tr>
<td>4. Ceiling (full system) Grid, support, pads etc.</td>
<td>$/SQ FT</td>
</tr>
<tr>
<td>5. Vinyl Base</td>
<td>$/ Linear FT</td>
</tr>
<tr>
<td>6. Re-Heat Coil</td>
<td>$/EACH</td>
</tr>
</tbody>
</table>
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 will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. 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>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Wall Framing / Drywall Finishes</td>
<td></td>
</tr>
<tr>
<td>2. Doors/Frames and Hardware</td>
<td></td>
</tr>
<tr>
<td>3. Electrical (if self-performed - provide License Number and name of employee)</td>
<td></td>
</tr>
<tr>
<td>4. HVAC (if self-performed - provide License Number and name of employee)</td>
<td></td>
</tr>
<tr>
<td>5. Plumbing (if self-performed - provide License Number and name of employee)</td>
<td></td>
</tr>
<tr>
<td>6. Demolition (Selective)</td>
<td></td>
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<tr>
<td>7. Painting</td>
<td></td>
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<tr>
<td>8. Fire Sprinkler Modifications</td>
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<tr>
<td>9. Suspended Ceilings</td>
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<tr>
<td>10. Flooring System</td>
<td></td>
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</tbody>
</table>
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 will be required to complete and submit to the University the following information by twelve (12) noon of the first working day following the bid opening. 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>ITEM</th>
<th>MATERIALS AND EQUIPMENT</th>
<th>BRAND OR MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Doors</td>
<td>______________________</td>
</tr>
<tr>
<td>2.</td>
<td>Drywall</td>
<td>______________________</td>
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<tr>
<td>3.</td>
<td>Electrical – Lighting package</td>
<td>______________________</td>
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<tr>
<td>4.</td>
<td>Paint</td>
<td>______________________</td>
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<tr>
<td>5.</td>
<td>Ceramic Tile</td>
<td>______________________</td>
</tr>
<tr>
<td>6.</td>
<td>Carpet</td>
<td>______________________</td>
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<tr>
<td>7.</td>
<td>Hardware (lockset)</td>
<td>______________________</td>
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<tr>
<td>8.</td>
<td>Hardware (Exit Device)</td>
<td>______________________</td>
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<tr>
<td>9.</td>
<td>Countertop Material</td>
<td>______________________</td>
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<tr>
<td>10.</td>
<td>Exhaust Fan</td>
<td>______________________</td>
</tr>
<tr>
<td>11.</td>
<td>Heat Pump Unit</td>
<td>______________________</td>
</tr>
<tr>
<td>12.</td>
<td>Plumbing Fixtures</td>
<td>______________________</td>
</tr>
</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
1. Purpose

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires that a contract be awarded to the lowest responsive and responsible bidder whose bid offers the best value. KRS 45A.070(6) defines "Responsible bidder or offeror "as' 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," and "Best value" as “a Procurement in which the decision is based on the primary objective of meeting the specific business requirements and best interests of the Commonwealth.” The information requested in this document is to be used to evaluate the "responsibility" by verifying the apparent low bidder:

(a) Has adequate financial resources (in working capital and bonding capacity) in relation to the scope and dollar amount of the project or the ability to secure such resources;

(b) Has the experience, organization, technical qualification, available personnel resources, and has or can acquire the equipment necessary to perform the scope of work bid;

(c) Is able to comply with the required performance schedule or completion date, taking into account existing commitments (i.e. capacity); and

(d) Has a satisfactory record of performance, integrity, judgment and skills to complete the project bid.

The information provided must verify that the bidding firm has a sufficient level of expertise, experience, financial stability, and personnel resources to qualify the firm as being "responsible" prior to proceeding with an award of Contract. The determination of the firm's capability and responsibility will be made as fairly and honestly as possible using a reasonable exercise of sound judgment and discretion in the review of information provided or otherwise secured through references or other sources.

2. Application Submittal

The low responsive Bidder must complete the information requested by typing or clearly printing responses in ink. All information requested must be provided. If a question does not apply, insert "NA" for not applicable. The University of Kentucky reserves the right to request supplemental information to fully determine responsibility of the Bidder. The Bidder agrees to provide supplemental information, if requested by the University.

3. Insurance Requirements

The Successful Bidder will be required to provide proof of insurance indicating current liability coverages, including workers compensation, with limits equal to or exceeding the amounts required by the bid documents. Additionally, builders risk coverage equal to the Contract amount will be required of the successful contractor.

*NOTE: Pursuant to KRS 45A. 110, except as otherwise provided under the Open Records Act and any other applicable law, the Bidder has the right of nondisclosure to the public of certain information required by this submittal. If the Bidder wishes nondisclosure of certain information he/she shall enclose the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document. If this is not done, he/she waives the right of nondisclosure of this information and the signing of the Bid Proposal shall constitute written waiver of that right.
*Note: The contractor offering the apparent low bid will be required to either have on file with the University or supply the information required by Part I of this submittal within twenty-four (24) hours of the bid opening. If the information required by Part I is on file with the University and is current and accurate, only the information requested by Part II will be completed and submitted by the apparent low bidder. All bidders must update and keep current all previously submitted “on file” Part I information.

Part I
Contractor/Bidder Responsibility
Determination Information Submittal

1. Name of Firm ____________________________________________
   Street Address ___________________________________________
   City, State, Zip ___________________________________________
   County _____________________________________________
   Business Phone (___) ____________________ Telefax (___) _______________________

2. Mailing Address _____________________________________________
   City, State, Zip ___________________________________________

3. Contact Person _____________________________________________

4. Type of Firm ( ) Corporation ( ) Partnership
   ( ) Sole Proprietorship ( ) Individual
   ( ) Joint Venture ( ) Other (Explain)

5. If your firm is a corporation, provide the following:
   Date of incorporation ____________________ State of incorporation ________________
   States where corporation is authorized to conduct business _________________________
   Attach proof that corporation is in good standing with the Kentucky Secretary of State.

6. If your firm is an individual or partnership, provide the following:
   Date of organization _______________________________________
   If a partnership, is it limited or general? _____________________________
   Name and address of all partners and specify their respective partnership participation, i.e., limited, general, managing.

   _______________________________________________________
   _______________________________________________________

7. If your firm is other than a corporation, individual or partnership, describe organization and identify principals.

   _______________________________________________________
   _______________________________________________________
8. In the space provided below, describe the type(s) of construction and project management expertise offered by your company.


(Use additional pages if required)

9. List key persons (partners, owners, officers and directors). Include any other persons who have duties, responsibilities or authority typically delegated to partners, owners, officers or directors. Provide organization chart of the key individuals in the firm.

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Position/title</th>
<th>% Ownership</th>
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<tbody>
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</table>

10. In the past five years, has the firm ever been fined for violating state or federal safety or environmental laws? Yes No If yes, attach an explanation.

11. Has any key person with the firm ever been convicted of any state or federal crime (excluding traffic violations), including but not limited to embezzlement, theft, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations or bid-rigging? Yes No If yes, attach an explanation.

12. Has a civil court issued a judgment of $10,000 or more against the firm in the past five years? Yes No If yes, attach an explanation.

13. Is the firm currently a party to a pending lawsuit with a potential damages alleged of $10,000 or more? Yes No If yes, attach an explanation.

14. In the past five years, has the firm been terminated from or failed to complete any contract? Yes No If yes, attach an explanation.

15. How many years has the firm been in business? ___________ years ______ months
16. Performance and Payment Bonds

Surety Company Name ______________________________________________________
Street Address __________________________________________________________________________
City, State, Zip _______________________________________________________________________
Phone Number (   ) __________________________ Fax (   ) __________________________

Local Bond Agency ________________________________________________________________
Kentucky Licensed Agent ___________________________________________________________
Street Address ______________________________________________________________________
City, State, Zip ______________________________________________________________________
Phone Number (   ) __________________________ Fax (   ) __________________________

17. Current level of bonding capacity authorized by the surety.
Single Limit $ ______________________  Aggregate Limit $ ______________________

18. Bank Reference

Bank Name ________________________________________________________________
Street Address __________________________________________________________________________
City, State, Zip _______________________________________________________________________
Phone Number (   ) __________________________ Fax (   ) __________________________
Contact Person __________________________________________________________________________

NOTE: The apparent low bidder will be required to complete and submit to the University the following information by
twelve (12) noon of the second working day following the bid opening or other time as may be established during the post
bid review of the bid submittal. The information requested in this submittal is required to assist the University in
determining contractor responsibility to complete the project being bid.

PART II
Contractor/Bidder Responsibility
Determination Information Submittal

1. Name of Firm ________________________________________________________________
Street Address __________________________________________________________________________
City, State, Zip _______________________________________________________________________
County _______________________________________________________________________
Business Phone(   ) __________________________ Telefax (   ) __________________________

2. Mailing Address ________________________________________________________________
City, State, Zip _______________________________________________________________________

3. Contact Person __________________________________________________________________

4. The information previously submitted under Part I of this document is current and accurate and no changes
to Part I are necessary at this time. __________ True __________ False If False, the bidder shall submit with the
Part II submittal corrections as required to update the Part I information.

5. In the space provided below, describe the type(s) of construction and project management expertise offered
by your company to substantiate the company’s experience in the type of project, type of construction, or the
management of the type of construction required for this project. You should indicate a detailed plan to execute and manage this project, as well as any technological planning systems employed.

(Use additional pages if required)

6. List the name and title of the home office administrative project manager who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. The resume should include a list of projects for which this project manager has been responsible within the past five (5) years.

Name of Manager ____________________________ Title ____________________________

7. List the name and title of the on-site manager that will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this manager has been responsible within the past five (5) years.

Name of Project Manager ____________________________ Title ____________________________

8. List the name and title of the on-site project superintendent who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this superintendent has been responsible within the past five (5) years.

Name of Project Superintendent ____________________________ Title ____________________________

9. How many full-time, non-labor employees does the firm currently have? ____________________________

10. How many full-time, labor/trade employees does the firm currently have? ____________________________

11. What is your firm's average annual dollar volume of work for the past five (5) years? $ ____________

12. List below, by specification section, the work you plan to complete with your own work force or with subcontractors. In the blanks provided please indicate the specification section and "O" for own forces and "S" for subcontracted work.

<table>
<thead>
<tr>
<th>Spec. Section</th>
<th>&quot;O&quot; or &quot;S&quot;</th>
<th>Spec. Section</th>
<th>&quot;O&quot; or &quot;S&quot;</th>
<th>Spec. Section</th>
<th>&quot;O&quot; or &quot;S&quot;</th>
</tr>
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</table>

Dated: 12/2015
Applies to: All Projects
University of Kentucky
13. What percentage of the total work do you estimate will be performed with your own work force? ________%

14. How long has the firm been engaged in the type contracting required by this project? _____ years _____ months

15. List below five of your most recently completed projects that demonstrate your ability to complete the type work required by the project being bid. (NOTE: The inability to list five such projects will not necessarily prevent a determination of responsibility.)

<table>
<thead>
<tr>
<th>A. Project Title</th>
<th>Owner</th>
<th>Contract Amount</th>
<th>Completion date</th>
<th>Owner Phone Number (  )</th>
<th>Fax (  )</th>
<th>Name of Owner Contact</th>
<th>Architect/Engineer</th>
<th>Phone No.(  )</th>
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</table>

Brief description of your firm’s work and responsibility in this project.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

B. Project Title | Owner | Contract Amount | Completion date | Owner Phone Number (  ) | Fax (  ) | Name of Owner Contact | Architect/Engineer | Phone No.(  ) |
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</tbody>
</table>
Brief description of your firm’s work and responsibility in this project.

C. Project Title_________________________Owner_________________________

Contract Amount_________________________Completion date_________________________

Owner Phone Number (    )_________________________Fax (    )_________________________

Name of Owner Contact_________________________

Architect/Engineer_________________________Phone No.(    )_________________________

Brief description of your firm’s work and responsibility in this project.

D. Project Title_________________________Owner_________________________

Contract Amount_________________________Completion date_________________________

Owner Phone Number (    )_________________________Fax (    )_________________________

Name of Owner Contact_________________________

Architect/Engineer_________________________Phone No.(    )_________________________

Brief description of your firm’s work and responsibility in this project.
E. Project Title __________________________ Owner __________________________
Contract Amount ______________________ Completion date ______________________
Owner Phone Number ( ) __________________ Fax ( ) ______________________
Name of Owner Contact __________________________
Architect/Engineer __________________________ Phone No.(   ) ______________________
Brief description of your firm’s work and responsibility in this project.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

16. List below all projects that are currently under construction that demonstrate your ability to complete the type work required by the project being bid.

A. Project Title __________________________ Owner __________________________
Contract Amount ______________________ Completion date ______________________
Owner Phone Number ( ) __________________ Fax ( ) ______________________
Name of Owner Contact __________________________
Architect/Engineer __________________________ Phone No.(   ) ______________________
Brief description of your firm’s work and responsibility in this project.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

B. Project Title __________________________ Owner __________________________
Contract Amount ______________________ Completion date ______________________
Owner Phone Number ( ) __________________ Fax ( ) ______________________
Name of Owner Contact

Architect/Engineer Phone No.(    )

Brief description of your firm’s work and responsibility in this project.

C. Project Title Owner

Contract Amount Completion date

Owner Phone Number ( ) Fax ( )

Name of Owner Contact

Architect/Engineer Phone No.(    )

Brief description of your firm’s work and responsibility in this project.

D. Project Title Owner

Contract Amount Completion date

Owner Phone Number ( ) Fax ( )

Name of Owner Contact

Architect/Engineer Phone No.(    )

Brief description of your firm’s work and responsibility in this project.

E. Project Title Owner
Contract Amount ___________________________ Completion date ________________________

Owner Phone Number (    ) __________________ Fax (    ) ______________________________

Name of Owner Contact ________________________________ ____________________________

Architect/Engineer _______________________________ Phone No.(    ) ______________________

Brief description of your firm’s work and responsibility in this project.

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

*Attach additional pages as required.*

17. Participation of Minority and Women owned contractors and businesses.

It is the goal of the University of Kentucky that at least 10.9% of the contract dollar amount be completed by minority owned contractors and businesses and at least 6.9% of the total contract amount be completed by women owned contractors and businesses. Provide in the spaces below those contracts that will be issued to minority or women contractors and material suppliers upon award of a contract.

A. Name Subcontractor/Material Supplier ________________________________

Contractor/Vendor Classification ____________________ Contract Amount __________________

Contractor/Supplier Address ________________________________ __________________________

Owner Phone Number (    ) __________________ Fax (    ) ______________________________

Name of Owner Contact ________________________________ ____________________________

Brief description of the Subcontractor/Material supplier work or responsibility on this project.

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

B. Name Subcontractor/Material Supplier ________________________________

Contractor/Vendor Classification ____________________ Contract Amount __________________

Contractor/Supplier Address ________________________________ __________________________

________________________________________________________________________________

Page 10 of 13

Dated: 12/2015
Applies to: All Projects
University of Kentucky
<table>
<thead>
<tr>
<th>C. Name Subcontractor/Material Supplier</th>
<th>Contractor/Vendor Classification</th>
<th>Contract Amount</th>
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<td>Contractor/Vendor Classification</td>
<td>Contract Amount</td>
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</table>
Contractor/ Supplier Address ________________________________________________

Owner Phone Number(_______ ) __________________ Fax(_______ ) __________________

Name of Owner Contact ____________________________________________________

Brief description of the Subcontractor/Material supplier work or responsibility on this project.
________________________________________________________________________
________________________________________________________________________

*Attach additional pages as required.*

17A Calculation of Total Participation by Contractor/Supplier Classification

<table>
<thead>
<tr>
<th>Minority Contract</th>
<th>Amount</th>
<th>Women Contract</th>
<th>Amount</th>
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TOTAL $______________ TOTAL $______________

17B Total Minority Owned Percentage

Total Minority Owned Amount from above $______________ divided by the Total Contract Amount bid $______________ Equals_____%.

17C. Total Women Owned Percentage

Total Women Owned Amount from above $______________ divided by the Total Contract Amount bid $______________ Equals_____%.

17D. If the total dollar amount of these contracts do not exceed 10.8% for minority owned and 6.9% for women owned contractors and suppliers you must provide documentation of your efforts to meet the established goal of participation.

We made the following efforts to involve Minority and Women Owned Contractors and material suppliers on this project. (List efforts made and attach proof of these efforts)
________________________________________________________________________
________________________________________________________________________

Certification and Signature:

Dated: 12/2015
Applies to: All Projects
University of Kentucky
I hereby certify that I am an authorized principal of the firm and I:

1. Have read, and understand the reason for submitting this information;
2. Agree, upon request, to provide any additional information that may be necessary for determination of contractor responsibility;
3. Will, upon request, provide complete financial statements within five business days;
4. Swear or affirm that all information provided on this submittal is true;
5. Understand that if any of the responses are found to be materially untrue, the firm will be ineligible to be awarded a contract.

Your signature on this document is a sworn statement to the University of Kentucky. This document must be signed by the firm's CEO, president, vice-president, partner or sole owner.

Under penalties of perjury, I hereby swear or affirm, warrant and represent that the above answers and information have been personally provided by me, and that I have the authority to execute this document on behalf of this firm.

Signature ____________________________________________
Name ________________________________________________
Title ________________________________________________

State of _______________________________
County of _______________________________

Subscribed and sworn to before me on this __________ day of __________, 199____, by

______________________________ , ______________________ acting for and on behalf of
(name) (office held)

______________________________.
(firm)

Notary Public ________________________, Kentucky
My Commission expires ___________________
# TABLE OF CONTENTS

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

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>CONSULTANT</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>CORRELATION AND INTENT OF CONTRACT DOCUMENTS</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>PRE-CONSTRUCTION CONFERENCE</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>SHOP DRAWINGS</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>LAYING OUT WORK</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>PLANS, SPECIFICATIONS AND RECORD DRAWINGS</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>TEMPORARY UTILITIES</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>ROYALTIES AND PATENTS</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>SURVEYS, PERMITS, REGULATIONS AND STANDARD CODES</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>PROTECTION OF WORK, PROPERTY, AND PUBLIC</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>BLASTING</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>CONSTRUCTION AND SAFETY DEVICES</td>
<td>13</td>
</tr>
<tr>
<td>15</td>
<td>HAZARDOUS MATERIALS</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>INSPECTION OF WORK</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>SUPERINTENDENT - SUPERVISION</td>
<td>16</td>
</tr>
<tr>
<td>18</td>
<td>CHANGES IN THE WORK</td>
<td>16</td>
</tr>
<tr>
<td>19</td>
<td>RULES AND MEASUREMENTS FOR EXCAVATION</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>CONCEALED CONDITIONS</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>DELAYS AND EXTENSION OF TIME</td>
<td>20</td>
</tr>
<tr>
<td>22</td>
<td>CORRECTION OF WORK BEFORE FINAL PAYMENT</td>
<td>22</td>
</tr>
<tr>
<td>23</td>
<td>CORRECTION OF WORK AFTER FINAL PAYMENT</td>
<td>23</td>
</tr>
<tr>
<td>24</td>
<td>TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER</td>
<td>23</td>
</tr>
<tr>
<td>25</td>
<td>OWNERS RIGHT TO STOP WORK</td>
<td>23</td>
</tr>
<tr>
<td>26</td>
<td>TERMINATION OF CONTRACT FOR DEFAULT ACTION</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>OF GENERAL CONTRACTOR</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>SUSPENSION OF WORK</td>
<td>25</td>
</tr>
<tr>
<td>28</td>
<td>TIME OF COMPLETION</td>
<td>25</td>
</tr>
<tr>
<td>29</td>
<td>LIQUIDATED DAMAGES</td>
<td>27</td>
</tr>
<tr>
<td>30</td>
<td>PAYMENT TO THE GENERAL CONTRACTOR</td>
<td>27</td>
</tr>
<tr>
<td>31</td>
<td>AUDITS</td>
<td>29</td>
</tr>
<tr>
<td>32</td>
<td>PROGRESS &amp; SCHEDULING</td>
<td>31</td>
</tr>
<tr>
<td>33</td>
<td>USE OF COMPLETED PORTIONS</td>
<td>31</td>
</tr>
<tr>
<td>34</td>
<td>INDEMNIFICATION</td>
<td>31</td>
</tr>
<tr>
<td>35</td>
<td>INSURANCE</td>
<td>32</td>
</tr>
<tr>
<td>36</td>
<td>PERFORMANCE AND PAYMENT BONDS</td>
<td>33</td>
</tr>
<tr>
<td>37</td>
<td>DAMAGED FACILITIES</td>
<td>34</td>
</tr>
<tr>
<td>38</td>
<td>DISPUTE RESOLUTION</td>
<td>34</td>
</tr>
<tr>
<td>39</td>
<td>CLAIMS FOR DAMAGE</td>
<td>35</td>
</tr>
<tr>
<td>40</td>
<td>LIENS</td>
<td>35</td>
</tr>
<tr>
<td>41</td>
<td>ASSIGNMENT</td>
<td>35</td>
</tr>
<tr>
<td>42</td>
<td>SEPARATE CONTRACTS</td>
<td>36</td>
</tr>
<tr>
<td>43</td>
<td>GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP</td>
<td>36</td>
</tr>
<tr>
<td>44</td>
<td>CASH ALLOWANCE</td>
<td>37</td>
</tr>
<tr>
<td>45</td>
<td>PROJECT SITE LIMITS</td>
<td>37</td>
</tr>
<tr>
<td>46</td>
<td>CLEAN UP</td>
<td>37</td>
</tr>
</tbody>
</table>

Rev December 2018  
General Conditions  
General Contractor
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>POINTS OF REFERENCE</td>
<td>37</td>
</tr>
<tr>
<td>48</td>
<td>SUBSTITUTION - MATERIALS AND EQUIPMENT</td>
<td>37</td>
</tr>
<tr>
<td>49</td>
<td>TEST AND INSPECTION</td>
<td>38</td>
</tr>
<tr>
<td>50</td>
<td>WARRANTY</td>
<td>38</td>
</tr>
<tr>
<td>51</td>
<td>PREVAILING WAGE LAW REQUIREMENTS</td>
<td>40</td>
</tr>
<tr>
<td>52</td>
<td>APPRENTICES</td>
<td>40</td>
</tr>
<tr>
<td>53</td>
<td>GOVERNING LAW</td>
<td>40</td>
</tr>
<tr>
<td>54</td>
<td>NONDISCRIMINATION IN EMPLOYMENT</td>
<td>40</td>
</tr>
<tr>
<td>55</td>
<td>AFFIRMATIVE ACTION OR REPORTING REQUIREMENTS</td>
<td>40</td>
</tr>
</tbody>
</table>
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. Except as otherwise provided, where these Contract Documents oblige the General Contractor to certain responsibilities or require the General Contractor to perform certain actions, the General 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 General Contractor of its obligation to the University under this contract.

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.

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

1.1.18 SUB-CONTRACTOR - The term "Sub-contractor" means the person, company, corporation, joint venture or other legal entity with whom the 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 that 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 eCommunication® to the Consultant. The Consultant shall furnish, with reasonable promptness and with a goal of three (3) business days and by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the 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.

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 on 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 Lynn Imaging, Lexington, Kentucky (http://www.ukplanroom.com) or by phone at 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

7.3 The 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 “Indemnities”) harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys’ fees and legal expenses, that the Indemnities may incur as a result of the 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, or projects less than 1 acre that are part of a large common development plan, including grading, clearing, excavation, material laydown or other earth moving activities, shall assure full compliance with the requirements of the KYR10 and shall:

11.3.1 File a Notice of Intent (KPDES FORM eNOI-SWCA) with the Kentucky Division of Water and copy the UKCPM Project Manager and Water Quality Manager prior to the start of any excavation, grading or site development work.

11.3.2 The permittee (contractor) shall develop a Stormwater Pollution Prevention Plan (SWPPP) based on the Erosion Prevention and Sediment Control Plan (EPSC) as a minimum design standard. Ensure all requirements of KYR10 are fully addressed in the SWPPP. **Once the SWPPP is written, forward a copy to the Capital Projects Project Manager and to the Water Quality Manager for approval. Work cannot begin until SWPPP is approved and permit coverage obtained.**

11.3.3 Install BMP’s such as, basins, traps, drainage, and sediment barriers before beginning land disturbing activities, including the construction entrance/exit. Once prevention measures have been installed, grading can commence. In the event a new construction entrance is added to the site, this new entrance must be built according to the EPSC design details with a wheel wash, a water supply and a sediment catch basin for washed wheel sediment.

11.3.4 Maintain all measures in working condition. Perform maintenance activities identified during inspections prior to the next rain event. Remove sediment from BMPs when 1/3 the storage volume has been filled.

11.3.5 Stabilize disturbed areas within 14 days of inactivity or reaching final grade on any portion of the site according to permit requirements.

11.3.6 Inspect the site every 7 calendar days and after each rainfall of ½” or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with UK Project Manager and Water Quality Manager and note on the SWPPP Inspection Sheets.

Per the KPDES Permit, Section 2.1.7. “Inspections – Permittee Conducted”. “Inspections shall be performed by personnel knowledgeable and skilled in assessing conditions at the construction site that could impact storm water quality and assessing the effectiveness of erosion prevention measures, sediment control measures, and other site management practices chosen to control the quality of the storm water discharges. Inspectors shall have training in storm water construction management such as Kentucky Erosion Prevention & Sediment Control (KEPSC), Certified Professional in Stormwater Quality (CPSWQ), Certified Erosion, Sediment and Stormwater Inspector (CESSWI), or other similar training.”

Inspections shall include a tour of the total site and verification that all BMPs are performing as constructed. Inspector shall certify that all observations are correct as stated and sign and date the inspection form.

11.3.7 Keep Permit, SWPPP, weekly/rain event inspections sheets in binder in construction trailer. Any BMP change/alteration from SWPPP and EPSC plan must be noted on the EPSC and SWPPP.

11.3.8 **No soil and sediment shall leave the construction site. BMPs shall be repaired immediately if failure has occurred. No Mud shall be permitted on any street. All entrances/exits shall have a means by which to wash wheels. If an entrance/exit does not have a wheelchair, that exit shall not be used in muddy conditions. If for any reason mud is tracked offsite, the area must be cleaned in such a way as to prevent sediment from entering the storm sewer system. The use of tractor brooms solely will not be permitted.**

11.3.9 When it is necessary to dewater an excavation, proper BMPs must be implemented. Dewatering filter bags must be sized and used according to manufacturer’s requirements and Standard Operating Procedures for Dewatering Bags.
11.3.10 UK (the MS4) routinely inspects sites for compliance with the EPSC/SWPPP. Any deficiencies noted become record for the Kentucky Division of Water and shall be remedied/installed as soon as site conditions are favorable but no more than 7 days from the inspection date.

11.3.11 At the conclusion of the project and all bare areas, slopes and ditches are 70% vegetated with the permanent ground cover, the contractor shall notify the UK Project Manager and Water Quality Manager and request a final site inspection prior to filing a “Notice of Termination (NOT) with the state. This inspection verifies that Construction BMPs can be removed, and Post-Construction BMPs are in place and functioning.

11.3.12 Failure of the site contractor (permittee of the KPDES Permit) to timely comply with requirements of KPDES, the Construction Manager shall inform the site contractor that a third party contractor shall be retained to remediate all BMP deficiencies immediately, and all third party costs shall be passed to the permittee of the KPDES Permit. Any fines or other costs resulting from failure to comply, levied against the Owner will be assessed against the Construction Manager’s or General Contractor’s funds.

11.3.13 Refer to 334000S01 STORM DRAINAGE UTILITIES – Information for Consultants & Contractors.

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

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

11.5 The 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

Rev December 2018 12 General Conditions General Contractor
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 a mutually agreeable combined hourly labor rate plus fringe benefits negotiated with the Owner based on a presentation of acceptable documentation by the GC. For the purposes of this Article, the term “fringe benefits” shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the Sub-contractor an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit. The GC may also add a mark-up only for bonds and insurance and that mark-up shall not exceed the combined percentage for bonds and insurance stated in the GC “Financial Proposal Summary”. 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 Workers Compensation insurance), and the fair rental of all machinery used upon the extra Work, for the period of such use, which was upon the Work before or which shall be otherwise required by or used upon the Work before or after the extra Work is done. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used upon the Work, then the cost of transportation of such machinery to and from the Project site shall be added to the fair rental value. Transportation costs shall not be allowable for distances exceeding one hundred (100) miles.

18.8 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 extension of the contract 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 the Work or any part of the Work under this Contract, the new time limit fixed by such time extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth in Article 21.10 below.

21.2 The General Contractor will, subject to the provisions of Articles 21.7, 21.8 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

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

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the 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.

21.2.2.1 For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the General Contractor shall be authorized at its discretion to remove its people from the site and return when the normal progress of the work may continue.

21.2.3 Regardless of the cause of a delay, the General Contractor shall expend all reasonable effort to mitigate the impact of any delay.

21.2.4 Requests for additional time due to delays in transportation or due to failures of suppliers shall not be considered for approval.

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

21.4 Except as otherwise provided in the Contract Documents, extensions of the contractually required completion dates may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means daily temperature or precipitation that exceeds the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately defines the number of days in each month on which bad weather can reasonably be anticipated to impact weather dependent construction operations, and the General Contractor shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

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Rev December 2018 20 General Conditions General Contractor
For the purpose of this Contract, “unusually bad weather” shall be interpreted as either 1) those days in a given month on which rainfall was 0.10 inch or more that exceed the number of days shown in the row for “Precip” or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for “Max Temp”, whichever is greater.

21.4.1 Requests for extension of time due to unusually bad weather that could not reasonably have been anticipated at the time of execution of the Contract shall be made in writing not later than the tenth calendar day of the month following the month in which the delay occurred.

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

21.4.3 In anticipation of the possibility of delay due to unusually bad weather, the 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 such weather.

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

21.5 In addition to the requirements of Article 21.7 and Article 21.8 below, any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike including, but not limited to, the dates, the craft(s) affected, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on the Project.

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.

21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the General Contractor provides justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required completion dates, and 2) the 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 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 event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include a partial network diagram showing a sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic (a “fragnet”). This impact analysis and the fragnet shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the critical path and the contractually required completion dates. The General Contractor will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the General Contractor and/or the General Contractor’s contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a revised schedule at the time of approval. No subsequent requests for time extension will be considered unless all previous approved time extensions have been incorporated in the Project schedule on which the requests are based.

21.10 Except as provided for in Article 21.10.1 through 21.10.3 below, no payment or compensation shall be made to the 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.

21.10.1 In addition to the provisions of Articles 18.3 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the 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, extend contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

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

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

22.1 The 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 of 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 (5%) of the current Contract Amount.

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 not 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 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 schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted in other versions of Primavera scheduling software (Primavera Contractor saved in .xer format, Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions.

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

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

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

32.2.3 The General Contractor shall also submit a payment schedule indicating the percentage of the Contract Amount and the amount of the anticipated monthly payments that will be requested as the Project proceeds.

32.2.4 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.

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

32.4 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: 304.1-100 and -.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.
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 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 thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of the Capital Project Management Division at the University of Kentucky ("Director") or his designee 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.
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 its 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 (2) 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 (1) 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 (NO LONGER USED AS OF 1/9/2017)

ARTICLE 52 - APPRENTICES

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

ARTICLE 53 - GOVERNING LAW

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

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the 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 Opportunity Act of 1978, KRS 45.550 to KRS 45.640 “The Act", if any of the following conditions are applicable:

55.1.1 The 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:

Rev December 2018 40  General Conditions
General Contractor
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.

End of Document
# SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION BY A GENERAL CONTRACTOR

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>FIELD CONDITIONS</td>
<td>3</td>
</tr>
<tr>
<td>03</td>
<td>(NOT USED)</td>
<td>3</td>
</tr>
<tr>
<td>04</td>
<td>CONSULTANT</td>
<td>3</td>
</tr>
<tr>
<td>06</td>
<td>TIME FOR COMPLETION</td>
<td>3</td>
</tr>
<tr>
<td>07</td>
<td>LIQUIDATED DAMAGES</td>
<td>3</td>
</tr>
<tr>
<td>08</td>
<td>SUBMITTALS AND SHOP DRAWINGS</td>
<td>3</td>
</tr>
<tr>
<td>09</td>
<td>PLANS, DRAWINGS, AND SPECIFICATIONS</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>PROGRESS MEETINGS</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>CONSTRUCTION SCHEDULE – GANTT CHART</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>WALK-THROUGH</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>OWNER'S CONSTRUCTION REPRESENTATIVE – NOT USED</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>FIELD OFFICE</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>TELEPHONE SERVICE</td>
<td>10</td>
</tr>
<tr>
<td>16</td>
<td>CONSTRUCTION FENCE</td>
<td>10</td>
</tr>
<tr>
<td>17</td>
<td>PROJECT SIGN</td>
<td>11</td>
</tr>
<tr>
<td>18</td>
<td>PARKING</td>
<td>11</td>
</tr>
<tr>
<td>19</td>
<td>SANITARY FACILITIES</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>RULES OF MEASUREMENT</td>
<td>12</td>
</tr>
<tr>
<td>21</td>
<td>ALLOWANCES</td>
<td>12</td>
</tr>
<tr>
<td>22</td>
<td>SEQUENCE OF CONSTRUCTION</td>
<td>12</td>
</tr>
<tr>
<td>23</td>
<td>CRANE &amp; MATERIAL HOIST OPERATIONS</td>
<td>13</td>
</tr>
<tr>
<td>24</td>
<td>UTILITIES</td>
<td>13</td>
</tr>
<tr>
<td>25</td>
<td>CLEANING AND TRASH REMOVAL</td>
<td>14</td>
</tr>
<tr>
<td>26</td>
<td>BLASTING</td>
<td>15</td>
</tr>
<tr>
<td>27</td>
<td>CUTTING AND PATCHING - NEW AND EXISTING WORK</td>
<td>15</td>
</tr>
<tr>
<td>28</td>
<td>UNRELATED PROJECTS</td>
<td>15</td>
</tr>
<tr>
<td>29</td>
<td>OWNER SUPPLIED MATERIALS</td>
<td>15</td>
</tr>
<tr>
<td>30</td>
<td>REMOVED ITEMS</td>
<td>15</td>
</tr>
<tr>
<td>31</td>
<td>INTERIOR ENCLOSURE AND DUST ENCAPSULATION</td>
<td>15</td>
</tr>
<tr>
<td>32</td>
<td>UKIT COMMUNICATIONS AND NETWORK SYSTEMS</td>
<td>16</td>
</tr>
<tr>
<td>33</td>
<td>EMERGENCY VEHICLE ACCESS</td>
<td>16</td>
</tr>
<tr>
<td>34</td>
<td>SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES</td>
<td>17</td>
</tr>
<tr>
<td>35</td>
<td>SURVEYS, RECORDS, AND REPORTS</td>
<td>17</td>
</tr>
<tr>
<td>36</td>
<td>TOBACCO PRODUCTS PROHIBITED</td>
<td>17</td>
</tr>
<tr>
<td>37</td>
<td>ALTERNATES</td>
<td>18</td>
</tr>
<tr>
<td>38</td>
<td>FIELD CONSTRUCTED MOCK UPS</td>
<td>18</td>
</tr>
<tr>
<td>39</td>
<td>PROJECT COORDINATION VIA COMPUTER</td>
<td>19</td>
</tr>
<tr>
<td>40</td>
<td>HOT WORK PERMITS</td>
<td>19</td>
</tr>
<tr>
<td>41</td>
<td>INSURANCE</td>
<td>20</td>
</tr>
<tr>
<td>42</td>
<td>KEY ACCESS</td>
<td>20</td>
</tr>
<tr>
<td>43</td>
<td>CEILING CLEARANCE</td>
<td>20</td>
</tr>
<tr>
<td>44</td>
<td>METAL ANCHORS</td>
<td>21</td>
</tr>
<tr>
<td>45</td>
<td>CONTRACTOR/SUPERINTENDENT EXPERIENCE</td>
<td>21</td>
</tr>
<tr>
<td>46</td>
<td>LOADING DOCK (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>47</td>
<td>CONSTRUCTION PATH (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>48</td>
<td>HOSPITAL PROJECT PROCEDURE (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>49</td>
<td>WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>50</td>
<td>SECURITY BADGES AND MEDICAL CENTER SECURITY (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>51</td>
<td>HOSPITAL CONSTRUCTION CERTIFICATION (NOT USED)</td>
<td>21</td>
</tr>
<tr>
<td>52</td>
<td>APPEARANCE (NOT USED)</td>
<td>21</td>
</tr>
</tbody>
</table>
ARTICLE 54 SAFETY & FIRE PROCEDURES (NOT USED) 21
ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) (NOT USED) 21
ARTICLE 56 TREE PROTECTION STANDARDS 21
ARTICLE 01 GENERAL INFORMATION

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

ARTICLE 02 FIELD CONDITIONS

2.1 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 their bid. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal, 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.

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

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

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be August 9, 2019 specified in the Purchase Order, and Final Completion shall be seven (7) days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the General 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 Nine Hundred Dollars ($900) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the General 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 Four Hundred Dollars ($400) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMISSIONS - GENERAL

8.1.1 The General Contractor shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports as a separate item in UK E-Communication®. Projects not utilizing UK E-Communication® must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.
8.1.2 All sample selections for color shall be submitted for approval at the same time. Color selections shall not be submitted individually.

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

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

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

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

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

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

8.2.3 Review Stamp designations shall be as follows:

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

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

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

8.3.1.1 The General Contractor understands and agrees that he shall bear full responsibility for the products furnished. The General 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 General Contractor understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

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

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

8.5 Shop Drawings

8.5.1 The General Contractor shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log or UK E-Communication®, as herein detailed. By approving and submitting Shop Drawings, the General 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 Consultant will review and take appropriate action. The review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

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

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

8.5.5 The Consultant's approval of Shop Drawings or samples shall not relieve the General Contractor from his 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 approval by the Consultant shall not relieve the General Contractor from responsibility for errors or omissions in the Shop Drawings.
8.5.6 All submittals are to be submitted electronically by the contractor. Shop Drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in UK E-Communication® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

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

8.6 SUBMISSIONS - SAMPLES

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

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

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

a) One (1) to be retained by the University;
b) One (1) to be returned to the Design Consultant;
c) An additional sample or samples may be submitted, at the General Contractor's option, for distribution to a third party.

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of one (1) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete. Projects utilizing e-Communication will create digital copy from the Document Library (Closeouts) in e-Communication. The Closeout Log must contain individual line items for each physical copy submitted with corresponding PDF attachments. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the General Contractor fails to provide these required electronic submittals prior to reaching seventy-five (75%) completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

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

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, General Contractor, and General 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 uploaded to UK E-Communication®;

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

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

- Installation manuals
- Training manuals
- Service Manual
- Parts list
- Reviewed Shop Drawings

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

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

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

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

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

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

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS
8.8.1 The General Contractor shall submit one (1) electronic copy of As-Built set of drawings in .pdf format indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the General Contractor as well as all Sub-contractors. The General Contractor shall provide a qualified representative to update the As-Built set of drawings as construction progresses. As-Buils submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed.

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

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

8.9  SUBMISSIONS - SAP EQUIPMENT LIST

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

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

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

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

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

8.10  SUBMISSIONS – MAINTENANCE MATERIALS

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

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

9.2 The University will not provide sets of the ‘Official Contract Documents’ book to the successful General Contractor.

9.3 All drawings, specifications and copies thereof, prepared by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.
ARTICLE 10 PROGRESS MEETINGS

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

10.2 General 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) The Consultant.
(3) General Contractor.
(4) Sub-contractors.
(5) Others requested to attend (as deemed necessary by CPMD).
(6) Physical Plant Division Representative

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

ARTICLE 11 CONSTRUCTION SCHEDULE – Gantt Chart

Prime Contractor shall prepare schedules as a Gantt chart with separate divisions for each major portion of the Work or operation. The schedules submitted for this Project shall be prepared using Microsoft Project or similar scheduling software. All schedule submittals shall include both hard copies (maximum sheet size shall be 11” x17”) as well as a complete copy of the schedule in PDF electronic file format as well as the original format.

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

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 General Contractor to schedule the walk-through with the Owner’s Project Manager, the Consultant, and other interested parties.
12.2 During the walk-through, General 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 Representative of the user of the facility, the General Contractor and the Consultant.

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

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE – NOT USED

ARTICLE 14 FIELD OFFICE

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

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

ARTICLE 15 TELEPHONE SERVICE

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

ARTICLE 16 CONSTRUCTION FENCE

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

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

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

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

16.1.4 It shall be the General Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. The fence is to be erected on fence posts securely anchored in the ground. Provide a top bar or, with prior approval of the owner, a wire shall be run through the top of the fence and attached to the end posts. A tension control device shall be installed as necessary. Use of sandbags, concrete weights, stakes, etc. to hold fence posts in place are not allowed. Penetrations in pavement or landscape walking surfaces may not be made without the approval of the owner. Any damage caused by the fence installation shall be repaired in a manner satisfactory to the owner. When fencing is to remain in place for six (6) months or more a green fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one (1) section of fencing where blind corners occur or at pedestrian/vehicle intersections.

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

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

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

ARTICLE 17 PROJECT SIGN

17.1 There is not a requirement for a Project Sign on UK PDCS projects.

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

ARTICLE 18 PARKING

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

18.2 The Director, Parking and Transportation Services, or a designee will determine if parking is available for employees of the Contractor and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Contractor will be given thirty (30) days notice should conditions change that will affect parking at the designated parking area and it is necessary to relocate parking or terminate parking privileges. If parking is available, permits may be purchased from Parking Services, 721 Press Avenue at the appropriate monthly cost.
ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the General 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 (unless approved in advance of project bid).** Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

20.1 Rules of Measurement shall be established by the Consultant in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the General Contractor and be adjusted as before mentioned.

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

ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions to the Contract, the General Contractor shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on “allowances” shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner.

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

The General Contractor shall include an allowance of $3000 for the work by SimplexGrinnell in the base bid.

The contractor and contractor’s sub-contractors will be responsible for coordinating work through the University representative(s). This work includes, but is not limited to disassembly/reassembly, disconnecting/reconnecting, scheduling shutdowns and draining of utility systems, fire watches, etc.

Systems include, but are not limited to: piping and supports for hydronic water, domestic water, fire suppression, sanitary sewer, electrical conduits, ductwork and any other new or existing utilities required to pass through Scientific Casework.

All shutdowns are to be scheduled through the University’s Project Manager and costs approved and tracked for settlement (+/- CO to the contract) after the Scientific Casework has been installed.

Coordination activities are to be scheduled at the earliest possible date to avoid out-of-sequence work, re-work and redundant shutdowns.

The electrical contractor is to provide and install conduits and back boxes/junction boxes. All conduits will include a pull string. SimplexGrinnell will furnish and install all fire alarm and security equipment.

ARTICLE 22 SEQUENCE OF CONSTRUCTION
22.1 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 The General 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 General 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 General Contractor is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, prior arrangements must be made with the Owner's Project Manager.

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

22.5 Special effort shall be made by the General 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 OPERATIONS

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

23.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours. General Contractor shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).

23.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Consultant.

ARTICLE 24 UTILITIES

24.1 UTILITY OUTAGES

24.2 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.

24.3 ENTIRE BUILDING OUTAGE. The Owner's Project Manager is the Prime Contractor’s contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to
allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be (4) **FOUR weeks written notice**. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage, and a statement of whether or not the materials are on hand to complete the Work. If a specific time is desired for the outage it should be included. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time, Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

**ARTICLE 25 CLEANING AND TRASH REMOVAL**

25.1 The General 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, General Contractor shall thoroughly clean and re-sod grass areas damaged to match existing areas.

25.4 The General 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 General Contractor.

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

25.7 The General 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 General Contractor shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of hospital waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

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 University of Kentucky property 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, Mechanical, and Electrical drawings for cutting and patching. All new Work shall be connected to the existing construction in a neat and workmanlike manner, presenting a minimum of contrast between old and new Work. Do all patching of the existing construction as may be required for the new construction to be done. Necessary patching, closing of existing openings, repairing and touching up shall be included as required for a proper, neat and workmanlike finished appearance. Any existing item that is to remain and is damaged during construction shall be replaced at the General 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. The General Contractor for this Project must coordinate with any other contractors regarding overlapping areas. See Article 42 - Separate Contracts of the General Conditions.

ARTICLE 29 OWNER SUPPLIED MATERIALS

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

1. Audio/Visual Materials and Labor as well as Classroom Furniture Materials and Labor (Coordination of schedule and Utilities Connections as required by GC)

ARTICLE 30 REMOVED ITEMS

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

1. No items at this time

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

30.3 Materials to be turned over to the Owner by the General Contractor shall be delivered to a warehouse within a five (5) mile radius of the Project site.

ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

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

31.2 General Contractor is responsible for coordinating with the Owner’s Project Manager any equipment to be turned off prior to erecting temporary enclosures.

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

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

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

31.6 General Contractor shall provide additional devices and materials and required to contain dust within Work area and protect personnel during course of Work.

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

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

31.9 The General Contractor may assume existing walls which extend full height, floor to structure, shall be deemed appropriate to contain air borne dust. Cover any voids or penetrations.

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

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

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

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

ARTICLE 32 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

32.1 The communications wiring is to be provided, installed and terminated by UKIT. All work shall be done in compliance with the latest UKIT Communications and Network Systems Standards, and closely coordinated with UKIT-Communications and Network Systems.

ARTICLE 33 EMERGENCY VEHICLE ACCESS

33.1 Emergency Vehicle Access must be maintained during construction. The General 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

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

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

ARTICLE 35 SURVEYS, RECORDS, and REPORTS

35.1 General: Working from lines and levels established by property survey, 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 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. General Contractor shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

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

ARTICLE 36 TOBACCO PRODUCTS PROHIBITED

36.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. “Property” for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: http://www.uky.edu/TobaccoFree/files/map.pdf.

36.2 For areas not located within Fayette County, Kentucky, smoking is prohibited in all owned, operated, leased, or controlled University buildings and structures, parking structures, enclosed bridges and walkways, and vehicles. Smoking is also prohibited outside buildings and structures within 20 feet of entrances, exits, air intakes, and windows, unless further restricted by division policy.

36.3 General Contractor employees violating this prohibition will be subject to dismissal from the Project.
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 Schedule of Alternates:

1. Add Alternate Bid #1 - White Hall CB Room 341
2. Add Alternate Bid #2 - White Hall CB Room 343
3. Add Alternate Bid #3 - White Hall CB Room 345
4. Add Alternate Bid #4 - White Hall CB Room 347

ARTICLE 38 FIELD CONSTRUCTED MOCK UPS

38.1 Exterior Finishes

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

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

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

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

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

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

38.2 Interior Finishes

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

38.2.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work. Mock-ups may be on newly installed wall surfaces.
38.2.3 Locate mock-ups with adequate illumination for observation under intended light levels.

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

ARTICLE 39 PROJECT COORDINATION VIA COMPUTER

39.1 The General Contractor and subcontractors are required to have an active email account to facilitate coordination of the project during construction and warranty.

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

39.2.1 Owner shall provide the General Contractor and subcontractors with user accounts and appropriate training for the web-based project management tool.

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

39.2.3 Participation of General Contractor is mandatory; others as determined by Owner. Participation of Subcontractors is not mandatory but will be offered at their discretion.

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

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

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

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

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

ARTICLE 40 HOT WORK PERMITS
010000S01- Special Conditions - General Contractor

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 General 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. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the General Contractor’s use.

ARTICLE 41 INSURANCE

41.1 Employers’ Liability Insurance. The General Contractor shall acquire and maintain Employers’ Liability insurance with at least $500,000/$500,000/$500,000 limits of liability for all employees who will be working at the Project site.

41.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $30,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $10,000,000 will be required.

41.2.1.1 The limits of liability shall not be less than $5,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $2,000,000 for each person and each occurrence and $1,000,000 for property damage.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than $2,000,000 for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than $1,000,000 for bodily injury and $500,000 for property damage for each occurrence shall be maintained.

41.2.3 Workers’ Compensation - Statutory Requirements (Kentucky)

ARTICLE 42 KEY ACCESS

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

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

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

ARTICLE 43 CEILING CLEARANCE

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

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

ARTICLE 44 METAL ANCHORS

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

ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE

45.1 For those projects impacting patient care the Construction Manager and Superintendent are required to have a minimum of five (5) years of construction experience in the past 10 years with projects involving patient care areas. Owner may waive this requirement if sufficient information is provided to confirm competency.

ARTICLE 46 LOADING DOCK (NOT USED)

ARTICLE 47 CONSTRUCTION PATH (NOT USED)

ARTICLE 48 HOSPITAL PROJECT PROCEDURE (NOT USED)

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

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

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION (NOT USED)

ARTICLE 52 APPEARANCE (NOT USED)

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

ARTICLE 54 SAFETY & FIRE PROCEDURES (NOT USED)

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

ARTICLE 56 TREE PROTECTION STANDARDS
Contractor will adhere to all provisions outlined in 010000S02 Tree Protection Standards.

ARTICLE 57 EQUIPMENT INVENTORY

44.1 For all items listed below an equipment inventory must be filled out and submitted to UK project manager prior to issuance of final payment, equipment inventory form.

See Below:
## Special Conditions - General Contractor

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<td>0100.035</td>
<td>Emergency Shower</td>
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<tr>
<td>06</td>
<td>0100.036</td>
<td>Air conditioning Unit</td>
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<td>0100.037</td>
<td>Exhaust Fan</td>
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<td>0100.038</td>
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<td>0100.039</td>
<td>ENERGY RECOVERY UNIT</td>
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<td>06</td>
<td>0100.040</td>
<td>Exit Lights</td>
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<tr>
<td>06</td>
<td>0100.041</td>
<td>Lift Stations</td>
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</tr>
</tbody>
</table>
# Equipment Inventory

**Your Printed Name:**

**Add:**

**Modify:**

**Delete:**

**Work Order #:** 0

**Equipment #:**

*(for Modify or Delete only)*

**Equip Description:**

**Object Type:**

**http://www.uky.edu/IRIS/PM/PM_Object_Types.pdf**

**Building Name:** University of Kentucky Campus Map

**Room #**

<table>
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<tr>
<th>Action (Mark one box)</th>
<th>Comments</th>
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<td>Reloc</td>
</tr>
<tr>
<td>New</td>
<td>Reloc</td>
</tr>
</tbody>
</table>

**EQUIPMENT CHARACTERISTICS**

**Model #**

**Serial #**

**Schedules & Task List**

**Default Task List?**  Yes [ ]  No [ ]

If no, please attach appropriate task list on a separate sheet of paper and attach to this form.

**Date of 1st work order**

**Building Equipment** [ ]  or  **Departmental Equipment** [ ]
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 Project: UK Summer Classroom Renovation – Bid Package B.

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 ____________________, 2019.

My commission expires __________________________________

__________________________________, State at Large

Notary Public, State at Large
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PAYMENT BOND

Bond Number: [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project: UK Summer Classroom Renovation – Bid Package B, with the contract price or amount of $[AMOUNT] (the “Project”);

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.
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
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE BOND

Bond Number:  [NUMBER]

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project: UK Summer Classroom Renovation – Bid Package B, with the contract price or amount of $[AMOUNT] (the “Project”);

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

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

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

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

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

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

   (b) **Contract** means that certain agreement dated [DATE] for the construction of Project: UK Summer Classroom Renovation – Bid Package B, 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
Title
---
Witness as to **SURETY**
By
Attorney-in-Fact
---
Witness as to PRINCIPAL
---
MBE/WBE Participation Goals

PART 1 - GENERAL

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

1.2 Toward that end, the University of Kentucky has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.

1.3 It is therefore a request of each Bidder to include in its bid, 10% for MBE/WBE participation and other requirements as outlined in this section.

PART 2 - PROCEDURES

2.1 The successful bidder will be required to report to the University of Kentucky, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract.

2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; subject to approval by the University of Kentucky.

2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
   A. The University of Kentucky, Facilities Management Contractor/Supply chain Coordinator (859-257-3204)
   B. Tri-State Minority Supplier Development Council in Louisville, KY (502-625-0135)
   C. The Kentucky Cabinet for Economic Development, Small & Minority Business Division in Frankfort, KY (502-564-2064)
   D. The Office of Equal Employment Opportunity, Contract Compliance Division in Frankfort, KY (502-564-2874)

2.4 The University of Kentucky will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.
PART 3 - DEFINITIONS

3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of Hispanic or Latino ethnicity (Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin), or Black or African American, American Indian or Alaska Native, Asian, or Native Hawaiian or Other Pacific Islander race.

3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF BIDDER

4.1 The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.

4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

4.3 The Form of Proposal includes a section entitled “Identification of Minority Subcontractors and Material Suppliers”. The Advertisement for Bid includes a section entitled “Minority Business Participation”. The Determination of Responsibility includes a section entitled “Participation of Minority and Women owned contractors and businesses”. The applicable information must be completed and submitted as outlined.

4.4 Failure to submit this information as requested may be cause for rejection of the bid.

PART 5 - DOCUMENTATION REQUIRED

5.1 The prime contractor must provide the University of Kentucky with a “MBE/WBE percent of contract report” detailing subcontracting activity within 90 days of prime contract award. Projects containing multiple bid packs will update reports within 90 days of contract award throughout project duration. The report shall reflect the total dollar amount awarded to all MBE/WBE subcontractors (including suppliers) utilized under this contract.

a. Prime Contractors will report the following items individually to satisfy reporting requirements
   i. Project Name, UK Project Number, and UK CPMD Project Manager assigned to the project
   ii. Total dollar value of the prime contract with the University of Kentucky
   iii. Total dollar value of all contracts assigned to MBE firms
   iv. Total dollar value of all contracts assigned to WBE firms

5.2 Bidders not reaching the Goal must submit both the “MBE/WBE percent of contract report” and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:

A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
1. A periodical in general circulation throughout the region
2. A Minority-Focused periodical in general circulation throughout the region
3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
4. Bidder shall include copies of dated advertisement with his submittal

B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.

C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.

D. Documentation of Bidder’s utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.

E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. “Record of MBE/WBE Solicitation” and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.
University of Kentucky – Capital Project Management
MBE/WBE Percent of Contract Report

1) Identification of Participating MBE/WBEs
Project Name / Number:__________________________________________________
UK Project Manager:______________________________________________________
Total Contract Value:_____________________________________________________

<table>
<thead>
<tr>
<th>MBE/WBE Name, Address &amp; Phone</th>
<th>MBE or WBE</th>
<th>Work to be Performed</th>
<th>Dollar Value of Work</th>
<th>% Value of Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>2.</td>
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<td>%</td>
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<tr>
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</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company:_____________________________ By:_____________________________
Date:_______________________________ Title:_____________________________
Campus Physical Plant Division

Planning, Design and Construction Services

(PDCS)

Contractor Handbook
# Table of Contents

- Abatement
- Access to Construction Sites
- Accident Reporting
- Alcohol, Drugs, and Other Prohibited Articles
- Chemical Spills
- Cleanliness of Project Areas
- Commencement and Special Events Requirement
- Conduct and Appearance
- Construction Plans and Specifications
- Construction Project Issues
- Contractor Reporting of Safe Work Practices
- Contractor Training and Safety Requirements
- Coring and Saw Cutting Scans
- Emergency Phone Numbers
- Equipment Add/Delete Modification Log
- Equipment Usage
- Erosion Control
- Escalated Notice of Noncompliance
- Extension Cords
- Exterior Outlets
- Fire Alarms
- Fire Alarm System Acceptance
- Fire Sprinklers
- Gifts and Gratuities
- Hazard Notice
- Hot Work
- Identification and Badging of Workers
Injuries, Incidents, Equipment Damage
Inspections and Testing
Job Site Binder
Large Vehicle Deliveries
Liability for Non Approved Work in Place (SUBMITTALS)
Locks and Keys (UK Key Shop)
Material Safety Data Sheets (MSDS)
Observations /Inspections
Operations and Maintenance Manuals
Outages (Utility)
Parking
Path of Egress & Traffic Control
Personal Protective Equipment (PPE) Requirements
Pressure Washing
Pressure Testing
Project and Safety Signage
Roof Safety
Safety Observations & Inspections
Sanitary Facilities
Site Control
Security
Site Health and Safety Plan
Storage & Use of Paint and Sealants
Site Storm Water Requirements
Temporary Fire Protection
Training & Qualifications
Unsafe Activities or Conditions
UK After Hours Work
UK Normal Work Hours
Safety Observations Correct Behaviors List

- Head
- Eyes / Face
- Ears
- Hands
- Feet
- Clothing
- Harness
- Respirator
- Safety Vest
- Site Control
- Traffic Control
- Environmental
- Signage
- Climbing
- Ladders / Stairways
- Walkways
- Housekeeping
- Scaffold
- Tools
- Guarding
- Lock – Out / Tag-Out (LOTO)
- Hand Position
- Body Mechanics / Position
- Physical Lifting
- Pinch Points
- Tag Lines
- Rigging
- Hand Signals
- Storage

UK Emergency Numbers:
Purpose

The University of Kentucky (UK) recognizes that many hazards are inherent in construction and other contract work. Compliance with safety regulations can prevent virtually all serious injuries. This guide serves as notification of campus safety requirements to contractors, including subcontractors, who perform work at UK and any other facilities operated by the University. Contractors should not assume that this guide covers all applicable safety and health laws as it does not. Instead, it provides contractors with site specific safety, health and environmental rules and policies which the University expects will be followed on all University property. The rules, regulations and guidance contained herein represent program areas that have been problematic in the past or require special care and consideration due to the nature of the working environment at the University. Additionally, contractors are required to follow applicable federal, state, and local safety and health regulations.

**General Note:** No work should proceed without a Purchase Order or a Letter of Intent of Contract from UK Central Purchasing.

Noise

The contractor shall endeavor to keep the work area as quiet as possible when the work is in proximity to buildings with classrooms. If powder activated tools, screw guns, or other such devices must be used to accomplish the work, the contractor shall notify the UK – P, D & C Project Manager and advise him of the type of equipment to be used and the duration of the work. At times it will become necessary for the contractor to stop work immediately when advised by the UK – P, D & C Project Manager or UK Environmental Health and Safety that the work is adversely affecting classrooms activities.

GLOSSARY OF TERMS

**ACRONYMS**

ACM Asbestos-Containing Material—any material containing more than 1 percent asbestos
ANSI American National Standards Institute
ASTM American Society for Testing and Materials
EH&S UK Department of Environmental Health & Safety
EPA United States Environmental Protection Agency
FDA United States Food and Drug Administration
HASP Health and Safety Plan
MSDS Material Safety Data Sheet
NFPA National Fire Protection Association
NEC National Electrical Code (NFPA 70)
UK EHS - FM UK Office of Fire Marshall
OSHA Occupational Safety and Health Administration
NIOSH National Institutes of Occupational Safety and Health
PACM Presumed Asbestos-Containing Material
PCBs Polychlorinated biphenyls
PPE Personal Protective Equipment
PRCS Permit-Required Confined Space
UKPD UK Police Department
Abatement

The UK - P, D & C Project Manager will request a survey to determine whether any asbestos or lead is present in any materials that are scheduled to be removed from the project prior to the issuance of the Notice to Proceed. The Contractor will refer to the contract to determine abatement responsibilities. The Contractor will contact the Project Manager if there are any questions. If the Contractor discovers an area that is stained and appears to be moldy (usually on drywall surfaces), The Contractor WILL NOT disturb the area and will contact the Project Manager or Construction Coordinator to schedule an assessment of the area by the UK Environmental Health and Safety Department. The Contractor is always responsible for the proper removal and disposal of any materials identified as contaminated if abatement is in their contract scope pursuant to State and Federal laws.

Access to Construction Sites

The PDCS Project Manager and Contractor will define who is authorized to enter the construction site. Except for emergencies, other personnel desiring access to a construction area must do the following:

1. Obtain approval to enter the construction premises from the Contractor’s Superintendent, the PDCS Project Manager or emergency personnel.

2. Obey all safety regulations and posted sign requirements, wear appropriate Personal Protective Equipment (PPE) comparable to the PPE requirements for workers on the project, and follow special instructions.

Accident Reporting

In the event of any injury, incident, near miss or accident that involve any individual, equipment, property or bystander on or near the work, the contractor shall notify the PDCS Project Manager and Project Safety Coordinator immediately and follow up the verbal report with the Contractors First Report of Injury and/or the required PDCS Incident Reporting and Investigation form within twenty-four (24) hours of the event.

Alcohol, Drugs, and Other Prohibited Articles

The University of Kentucky Facilities Services and PDCS prohibit the possession, use, distribution, or sale of alcoholic beverages, intoxicants, drugs, or any drug related paraphernalia on the project premises, facilities, or any work places. The University of Kentucky is a Tobacco Free Campus – CAMPUS WIDE.

For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. “Property” for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries:

http://www.uky.edu/TobaccoFree/files/map.pdf

General Contractor employees violating this prohibition will be subject to dismissal from the Project.
Chemical Spills

In the event of a spill of environmentally damaging materials, immediate response is required. All construction personnel shall observe and follow the standard precautions for handling potentially hazardous materials as outlined on the Manufacturer's Material Safety Data Sheets (MSDS), including the use of proper personal protective equipment.

Emergency responders are available from Environmental Health and Safety (EHS) - Environmental Management and/or Radiation Safety when a biological, chemical, or radioactive spill occurs. Responders are also available for other hazardous incidents such as indoor air quality issues and drinking water concerns.

The University Environmental Health and Safety Department (Environmental Management) should be notified immediately in the event of:

1. Any spill that threatens to enter a storm sewer or watercourse.
2. All petroleum spills, e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
3. Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
4. Any discharge from the site which is suspected to be in violation of LFUGC Codes, Commonwealth of Kentucky regulations, or any other applicable laws and regulations, e.g. discharges which are cloudy, foul smelling, colored, contain chemicals, or heavy sediment loads.

Notification can be accomplished by calling UK Environmental Management at (859) 323-6280. After Hours and Weekends call (859) 257-8573 UKPD. Always call 911 for emergencies! (Have your name, number, location, and any other pertinent information available at the time of the call. It is important to inform the Safety Office and UKPD if anyone has been injured or if there has been any personal exposure to the hazardous material.

See UK Environmental Health and Safety's web site for additional information: [http://ehs.uky.edu/](http://ehs.uky.edu/)

University of Kentucky Environmental Health & Safety 252 East Maxwell Street Lexington, KY 40506-0314
Phone: (859) 257-3845 Fax: (859) 257-8787

Cleanliness of Project Areas

The construction site, work areas, and all premises occupied by the Contractor and his subcontractors must be maintained in a clean, healthy, and sanitary condition. Work areas, passageways, and stairs in and around building and structures must be kept clear of debris and trip hazards. Construction materials must be stored in an orderly manner. Site storage areas and walkways shall be kept free of dangerous depressions, obstructions, and debris. Construction equipment shall be stored in an orderly manner in a pre-approved location. Good housekeeping on the job site is mandatory and all construction personnel must do their part to daily minimize dust and keep the work area safe and clean. The use of dust partitions, HEPA vacuums, negative pressure, when practical, and Walk-Off mats may be required to keep dirt, dust, smoke and/or fumes from being tracked or migrating into areas outside the workspace.
The Contractor must protect all areas adjacent to the construction site from excess noise, dust, debris, trash or damage resulting from the construction work. The Contractor will be held responsible for the immediate cleanup of any adjacent areas should the work infringe into unauthorized areas of construction.

Commencement and Special Events Requirements

The PDCS Project Manager should discuss all special event and commencement activities with the Contractor during the Pre-Construction Meeting since these ceremonies can significantly impact the renovation project schedule. The Contractor should be prepared to move all vehicles, dumpsters, and fencing from the project area for college convocations and commencement ceremonies. Be prepared to stop working in buildings located near the special event or activity.

Conduct and Appearance

All Contractor employees and subcontractors must maintain appropriate appearance while working on campus. Proper dress for the job sites means no shorts, open toed shoes, sandals, tennis shoes, tank tops or tee shirts with prints or writing that could be deemed offensive to others.

All members of the contracting staff must maintain proper conduct in regard to personal actions and contact with students or staff members while on University property. Any employee of the contractor or subcontractor found engaging in improper conduct will be permanently removed from the campus.

Construction Plans and Specifications

A set of “approved for construction” plans and specifications, including addenda and approved Change Orders, must be maintained on the job site throughout construction. For exterior projects, the Contractor may keep the approved plans and specifications in his/her work vehicle close to the site or in a job box on site.

Construction Project Issues

Radios or portable stereos are not allowed on construction projects. Ear buds or headsets connected to a portable music device are discouraged. The Contractor shall discuss any potential noisy activity with the Construction Coordinator so that the work can be scheduled around classes, special events, and final exams.

Elevator cabs and floors must be protected if the Contractor intends to use them to transport materials into or out of the project. Contact the PDCS Project Manager if the elevator is to be used for this purpose.

When coring or drilling into a concrete floor, the Contractor should always check for reinforcing steel and electrical conduits preventing an unplanned electrical outage. If at any time energized electrical conduits cannot be identified, OSHA requires the coring operator to wear electrically rated and tested rubber gloves with leather protectors.
Reminder: If the coring process creates dust, it is required that the Contractor request a smoke alarm outage. Smoke alarms are triggered when the dust rises! If using water to control dust during coring or saw cutting, it shall be contained and not allowed to run off or be dumped down sanitary or storm sewers.

The Contractor shall never operate gas powered equipment inside a building.

Contractor Reporting of Safe Work Practices

Each industry recognized shift that work is accomplished by the Prime Contractor, the prime will be responsible for having site observations of each trade accomplished by one of the following personnel in their employment: their Project Manager, Project Superintendent or Certified Safety Professional.

PDCS will provide a form for this purpose and the report must be submitted once a week for work accomplished the following week. Copies of the reports must be distributed via electronic mail to the PDCS Project Manager, UK Safety Coordinator and the Construction Services Manager for PDCS.

Each time the Contractor performs work that requires locking out any energized system (i.e. electrical plumbing, or mechanical), the contractor must take a date and time stamped photo of their Lock Out/Tag Out outage and submit these photos to the same PDCS personnel identified for weekly safely reports.

Contractor Training and Safety Requirements

Contractors are responsible for the safety of their workers, their subcontractors, job site visitors and for meeting all requirements of the contract.

The Contractor shall assure that all workers on the site are qualified and competent (as defined by OSHA) to perform the duties of the job as assigned.

The Contractor’s Project Managers and Superintendents shall have completed the OSHA 30 hour training and submit evidence of the training to PDCS prior to the issuance of a Notice to Proceed

Coring and Saw Cutting Scans

Prior to any coring or saw cutting of any concrete or masonry surface, the area to be penetrated must be scanned with GPR (Ground Penetrating Radar) and all embeds shall be clearly marked unless other requirements are stated in the plans and specifications by the Engineer of Record.

Approval from PDCS is required prior to coring or saw cutting activities.

Emergency Phone Numbers

Emergency contact information must be posted at the project area in a conspicuous place.
Equipment Add-Delete Modification Log

The Contractor must ensure that all major equipment that is added or deleted as part of the construction project is logged on an Equipment Add/Delete Log which will be provided by the PDCS Project Manager for the Contractor’s use. The Contractor is required to update and maintain the Equipment Add/Delete Log with all required information throughout the construction project. The Contractor shall submit the “Equipment Add/Delete Modification Log” when the Substantial Completion inspection is requested.

Equipment Usage

Contractors shall:

• Ensure the safety of their equipment by implementing an equipment inspection scheme.

• Shall not use shop made or special tools and equipment unless supplied by a drawing that is stamped or signed by a Professional Engineer.

• Shall not use or alter tools and equipment beyond the manufacturer’s recommendations unless approved by the manufacturer or a PE.

Erosion Control Measures (Exterior Projects)

Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including concrete spoils) should never be rinsed off at the site: instead, sediment must be cleaned in a manner that does not allow it to reach a storm drain. Equipment tires must be rinsed before leaving the site if necessary to avoid tracking sediment into the roadway or off the site. Silt fencing must be used per the approved plans or as EHS determines necessary to protect the site and the balance of the campus from runoff. Other methods of runoff protection such as tri-dikes and sand bags should be used to keep construction debris and silt from entering the storm drains.

Escalated Notice of Noncompliance

A defined process for the Escalation of Notice of Noncompliance will be implemented to ensure performance based compliance with safety provisions and to reduce the frequency of safety violations and accidents. PDCS expects that every effort will be made to resolve safety and contractual issues on-the-spot or in accordance with planning agreed to by the Project Manager.

Repeated safety or health violations will become a matter of record and will be part of the evaluation of the Contractor’s bids on future awards.
Extension Cords

Extension cords used with portable electric tools and appliances shall be UL rated, 12 AWG, heavy duty (S, SO, STO, SJ SJO SJTO) and of the three wire grounding type. The cords shall conform to the type and configuration required by OSHA standards. The cords shall be used with GFCI adapters or outlets.

Exterior Outlets

Do not plug any extension cords into exterior outlets where an electric cart is plugged in. These carts require a dedicated circuit and multiple outlet usage will risk damaging the electric gel battery.

Evacuation Plan / Fire Response

http://ehs.uky.edu/fire/ukfire1.html

It is imperative that contractors/vendors and University maintenance/construction personnel react immediately should a fire condition be discovered within the work area or should the fire alarm be activated outside the work area. The following are standard University procedures that are required and must be implemented. All contractors/vendors and University maintenance/construction employees are to be trained in these procedures. Directors of the Campus Physical Plant and the Medical Center Physical Plant are further referenced to the UNIVERSITY EMERGENCY RESPONSE PLAN (issued February 1994) that is to be implemented for fire emergencies.

- **Person Discovering a Fire**
  - ACTIVATE THE FIRE ALARM. Without endangering yourself, rescue and/or assist anyone in immediate danger. Close the doors in the fire area.
  - PROCEED TO A SAFE LOCATION AND CALL 911 to report the fire. Give the building's name, room number, and any special conditions.
  - MEET THE EMERGENCY RESPONDERS (firemen/U.K. Police) and upon their arrival, advise them of the conditions as you know they exist.
  - DO NOT RE-ENTER THE BUILDING unless requested by and accompanied by the firemen to the scene.

- **When the Fire Alarm Sounds**
  - IMMEDIATELY EVACUATE the building. Treat all alarms as a real emergency. Close the door as you leave the room. Always use the exit stairs. Never use an elevator.
  - FEEL THE DOOR. A "too hot to touch door" means the fire is outside the door.
  - CRAWL should you get caught in smoke. If necessary, go to the window and signal for help.
  - ASSIST A PHYSICALLY IMPAIRED PERSON TO THE CLOSEST EXIT STAIRWELL and advise emergency personnel of this condition.
  - UPON EVACUATION, go to a safe location outside. If possible, account for everyone in your work group.
  - NEVER RE-ENTER THE BUILDING until fire officials give the approval.
  - REPORT anyone causing a false alarm to the emergency responding personnel

It is to be noted that the above procedures do not require an employee to use a fire extinguisher. Should an employee decide to use an extinguisher, she/he must be properly trained and must do so without endangering themselves or others. It is strongly emphasized that priority must be given to activating the fire alarm system before utilizing a fire extinguisher.

Fire Alarms
Fire Alarms are a very sensitive item at UK. The Contractor shall speak with the Construction Coordinator at least 48 hours in advance to schedule the disabling of smoke detectors, fire alarm devices (audio/visual), or pull stations.

Demolition activities (including cutting, coring and sanding) will cause dust which can set off smoke detectors. It is never permissible to cover any smoke detector. Smoke detectors must be disabled by the UK – PPD Electronics personnel.

Only a licensed fire alarm contractor can perform work on UK fire alarm systems. This work would include removal of smoke detectors, fire alarm devices (audio/visual), and pull stations. The Contractor shall make sure that the fire alarm contractor is certified to work on the project fire alarm system. If the Contractor is unsure, he/she shall call the Construction Coordinator who will research this information.

The Contractor shall verify whether or not the fire alarm panel is under warranty. If it is under warranty, only the company who installed the system can perform any work on the system. All alarm panel warranties can be verified by the Construction Coordinator.

Fire Alarm System Acceptance

The Contractor must not take instructions directly from any stakeholder including UK personnel. Questions or concerns should be routed via RFI to the PDCS Project Manager and the Professional Service Provider of record.

When the Contractor has completed installation of the new devices or system, the Contractor must perform a pre-test. Pre-test requirements are as follows:

- Testing 100% of the new installation and all new devices as well as 10% of all other devices on the same circuit
- Testing must be scheduled Monday through Friday early in the morning and prior to the start of classes. The Building Management must approve the dates and times of testing prior to initiating the pre-tests.
- All audible and visual devices inclusive in the installation must be individually tested and a log of each device must be maintained as proof that all individual components were tested.
- Prior to Final Testing: At least 72 hours prior to scheduling the final testing, the Contractor must submit to the Project Manager all As-Built progress drawings on a CD in Auto Cad format, system calculations, and all other documents required by the specifications.

Fire Sprinklers

Before any work is performed on fire sprinkler systems by a certified Sprinkler Contractor, the lines must be drained. The Contractor shall notify the PDCS Project Manager at least 2 weeks in advance to schedule the drain down of the fire sprinkler system. Before the fire sprinkler contractor starts work; the Contractor is required to call UK DELTA ROOM to notify of system shut down. The fire sprinkler contractor is required to contact the UK- Physical Plant Division plumbing staff on call once they have completed work so that the system can be filled.

During the time the fire sprinkler system is drained, one person is required to act as a full time fire watch with no other duties. This person must be on site full time while the system is drained.
Gifts and Gratuities

http://www.uky.edu/Legal/ethicscode.htm

Please reference this link to the UK office of Legal Counsel for the requirements concerning UK’s Ethical Principles and Code of Conduct requirements and restrictions for UK Staff and Personnel.

Hazard Notice

Asbestos, Lead, Biological, X-Ray, Laser, Mercury, Nuclear, Radiological, Physical and Hazardous Materials may be present at the job site. The Contractor shall work closely with PDCS to assure that proper preparation and surveys have been conducted prior to starting any demolition work. Environmental Health and Safety departments will notify PDCS staff (and post notices – if applicable) when laboratory spaces, etc. have been cleared for demolition and construction operations.

Hot Work and Authorization to Work

Hot Work is defined as any type of open flame welding, cutting, or soldering that takes place on a project. Smoke detectors must be disabled by UK – PPD Electronics personnel prior to the start of any hot work. Additionally, fire extinguishers, fire blankets and Fire Watch are required in the hot work area.

Permits to work in Confined Space, performing Hot Work, Lock Out/ Tag Out of energized systems or welding/cutting requires the Contractor to issue their work specific permit and to post it visibly on the project site.

These work tasks must be discussed prior to scheduling as part of the project weekly meeting to verify proper University of Kentucky approval has been secured through all applicable UK services and UK P, D&C Project Manager.

Permits must clearly note the Date, PDCS Project Number, Specific Location and Floor including applicable room numbers, Description of work being performed, the name of the person/company performing the work, and the signature of the Prime Contractor.

The permit must have a start date and time and an expiration date and time.

Identification and Badging of Workers

All job site personnel or visitors shall openly display photo identification or Contractor issued ID badge on the upper torso unless working activity would prohibit.

Injuries, Incidents, Equipment Damage
In the event of all injuries, incidents, or accidents that involve any individual, equipment, property or bystander on or near the Work, the Contractor shall notify the PDCS Project Manager and the Safety Coordinator immediately and follow-up the verbal report with the written Contractors First Report of Injury and the PDCS required Incident Reporting and Investigation form within twenty-four (24) hours of the event.

**Inspections and Testing**

The Contractor shall schedule any inspections that are needed (architectural, plumbing, mechanical, electrical, or special systems) at least 7 working days prior to the inspection. Discussing inspections at construction progress meetings and noting inspections on the schedule can aid in obtaining timely inspections and tests.

**Job Site Binder**

For projects ranging from $100,000 to $600,000 - Safety related documentation for construction work shall be retained in a Job Site Binder. The Binder shall include and not be limited to the following documents:

- The Contractor Safety Manual & Site Safety Plan
- Excavation/Trenching Plans (if exterior work is performed)
- Incidental, Medium, Heavy and Critical Lift Plans (As required)
- Safety/Daily Inspection Logs (completed by Contractor)
- Contractor training records
- Project Roster, Contractor and Subcontractor Emergency Contact Information
- Material Safety Data Sheets

**Large Vehicle Deliveries**

The Contractor shall schedule any large vehicle deliveries (large equipment, cranes, concrete and concrete pump trucks, or large furniture deliveries) with the Construction Coordinator. The Construction Coordinator must inform UK Parking and Transportation Services (7) seven working days in advance of the delivery as these vehicles may adversely impact the normal operations on campus. The Contractor is urged to schedule project deliveries prior to 7:00 am whenever feasible to avoid student traffic.

**Liability for Non Approved Work in Place (SUBMITTALS)**
The Contractor shall not commence with any work requiring a submittal until that submittal has been approved by PDCS Project Manager. The Contractor shall not substitute items unless they have submitted a request for substitution and that request has been approved by PDCS.

**Locks and Keys (UK Key Shop)**

The Contractor shall request all keys that will allow access to any rooms within the project area. This request shall be made to the PDCS Project Manager prior to the Notice to Proceed being issued. The Project Manager will complete a Key Request form which is submitted to UK Keys Shop. UK Key Shop will call the Contractor to pick up the keys usually within 72 hours. [http://www.uky.edu/AuxServ/keyshop/index.html](http://www.uky.edu/AuxServ/keyshop/index.html)

Some UK buildings will require special access (use of an access code or a special ID). The Contractor shall consult with the Project Manager to get this type of access prior to the Notice to Proceed.

**Material Safety Data Sheets (MSDS)**

All chemicals and hazardous substances, (e.g., fuels, solvents, adhesives, paints, caulks, etc.) used by the Contractor must have a Material Safety Data Sheet (MSDS) included in the submittals. The MSDS shall be used to assist in selection of PPE and emergency response protocols. Copies of the MSDS sheets shall be maintained at the job site in the Job Site Binder.

**Observations / Inspections**

Throughout all phases of construction, PDCS personnel assigned to oversee the work being performed by the Contractors and their subcontractors will monitor field activities on a regular basis to ensure that work is being conducted in a safe manner.

Observations by UK EHS and UK Fire Marshal may take place at any time to ensure compliance with applicable codes, standards, and regulations.

The PDCS Project Manager will formally notify the Contractor of any deficiencies and verify that appropriate corrections are made. A Nonconformance, Preventative, and Corrective Action reporting and tracking procedure will be implemented.
Operations and Maintenance Manuals (O & M)

The University requires a minimum of 1 bound sets of final installation, training, operation, maintenance, and repair manuals to be turned over to the owners’ representative and approved for content by the University prior to the acceptance of substantial completion.

Outages (Utility)

Outages must be scheduled in advance. UK requires at least 7 working days’ notice (2 weeks for full building outages). The Contractor shall discuss any possible hot and cold water, gas, chilled water, electrical, fire system or other outage with the Construction Coordinator as soon as possible. For large scale or outages that affect multiple parties, an outage coordination meeting shall be convened to discuss and physically address the outage and control points and requires a minimum of two weeks’ (10 business days minimum) notice. Any Utility work requiring demolition of roads & sidewalks must also be scheduled by an outage request - See the Path of Egress & Traffic Control section below.

Parking

Parking on the UK Campus is always limited. The Construction Coordinator will submit a request to UK Parking & Transportation Services for the project during the bidding phase.

If parking/staging has been approved for the project, the Contractor shall erect a temporary fence / barrier to enclose the parking and dumpster spaces. Dumpsters and surrounding area within the gated enclosure must be maintained and cleaned at all times. Dumpsters shall be covered with a tarp at the end of each work day.The Contractor must display the parking permits provided by UK Parking and Transportation Services (PTS) on the dashboard of all company vehicles. UK PTS only recognizes original permits (not copies) as issued by their office. The Contractor must have the required project and safety signage on the fence (see project and safety signage section for requirements).

PDCS is not authorized to dismiss parking tickets. If the Contractor believes that he has received a citation in error, then the ticketed party may submit an appeal through UK Parking and Transportation.

http://www.uky.edu/pts/

Path of Egress & Traffic Control

The Contractor shall take necessary action to protect and maintain public use of sidewalks, building entrances, lobbies, corridors, aisles, doors, exits, and vehicular roadways unless deemed unfeasible based on the scope of the project. Closure or rerouting of ADA access shall be arranged 5 business days in advance by contacting the Construction Coordinator.
The Contractor must alert and protect the public through the use of proper signage, barricades including sidewalk sheds, canopies, catch platforms, fences, guardrails, shields, etc., ensuring adequate protection as required by law and or per the approved construction plans.

There are three threshold considerations in planning for pedestrian safety in temporary traffic control zones on highways and streets:

1) Pedestrians should not be led into direct conflicts with work site vehicles, equipment, or operations.

2) Pedestrians should not be led into direct conflicts with mainline traffic moving through or around the work site.

3) Pedestrians should be provided with a safe, convenient travel path that replicates as nearly as possible the most desirable characteristics of sidewalks or footpaths.

**Personal Protective Equipment (PPE) Requirements**

It is the Contractor’s responsibility to ensure protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, be provided, used, and maintained in a sanitary condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, biological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in function of any part of the body through absorption, inhalation, or physical contact to his or her employees.

PDCS requires the following PPE to be worn by all parties entering a construction site at all times: Hard hat (if overhead work is being performed or required per the contractors’ safety program), appropriately tinted safety glasses (clear for indoors and tinted/or clear for outdoors) specifically for grinding or cutting where flying debris may be present, closed toe or steel toe safety shoes, appropriate clothing, and an identification badge. The Contractor is responsible for enforcing these requirements at all times.

The minimum requirements for parties entering a construction site are the following:

- Non Skid Safety shoes and/or Safety-toe shoes (ASTM F2412-2005 and F2413-2005)

- Work shirt (long or short sleeve and work pants (long). Garments must be free of writing that could be construed as offensive or inappropriate.

- Other PPE requirements apply based on the Contractor’s hazard assessment of the project and work areas. PPE requirements will be documented and posted at the job site using OSHA approved signs and symbols.

**Pressure Washing**

Discharges from pressure washing must not be allowed to enter a storm sewer. The Contractor may consider vacuuming up the water or containing the process water and allowing it to evaporate. If the rinsate only contains water, dirt or
sediment, it may be spread on the ground with prior approval from PDCS as long as the rinsate will not enter the storm drain. The Contractor will discuss this issue with the Project Manager prior to scheduling pressure washing.

**Pressure Testing**

Pressure testing for water, sanitary, gas and air lines must have pre-authorization with the Engineer of Record; the PDCS Project Manager prior to scheduling.

Once authorized, the contractor shall put up signage as follows:

“TESTING IN PROGRESS ENTRY BY AUTHORIZED PERSONNEL ONLY”

**Project and Safety Signage**

All construction projects at UK shall include the following signage and tags as a minimum:

Project and safety signs shall be placed at each project entrance, in hallways/corridors, mechanical rooms, electrical rooms, fenced parking and storage areas that includes: the contractors company name/logo, building/project number, project description (include job site location (floor, room number, etc.), Contractor’s point of contact, after hours/emergency numbers, and UK Police Department emergency contact numbers. Interior project information signs shall be a minimum of 11” X 17”. Exterior project information signs shall be a minimum of 24” X 24” and of a waterproof material.

Company Name/Logo

Building/Project No: 807001XXXXXX

Project Description:

Start Date:

Finish Date:

Architect:

Contractor PM/Super.: XXX-XXX-XXXX

PDCS Contact No.: Name and phone # 859.257.XXXX

Emergency No.: UK Police Dept.: 859.257.XXXX

Emergency After Hours: 859.257.XXXX

In addition to the above, the following signage shall be posted along with other special notifications and PPE requirements that the Contractor has determined to be required from their OSHA required hazard analysis and PPE
assessments. Note: All safety signs shall be OSHA approved formats and color schemes. To be posted at the entrances of the site and every 50 feet around the fenced perimeter. To be posted at the site entrance. To be posted any time personnel are working aloft and placed on barricades, ladders, doorways, etc., to provide notice to pedestrians.

**Roof Safety**

If roof operations are performed, it is required that a minimum of two (2) employees be within sight and hearing of each other. Employees who work within six (6) feet of the unprotected edge of a roof shall wear a safety harness and lifeline, or other OSHA approved fall protection system. This protection is not required if the roof has a permanent or portable railing system meeting OSHA height and strength requirements. When lifting or swinging heavy material over roofs, the area under the roof must be unoccupied or properly barricaded to prevent entrance by unauthorized persons. Safety for ground personnel shall include a barricaded hazard zone with men working above signage to keep students, staff, faculty, and patron’s safe.

**Safety Observations & Inspections**

First and foremost, the contractor is responsible for their employees/Subcontractors/vendors etc. actions on site. However, The University reserves the right to order the contractor to stop work at any time the following conditions exist:

- The Contractor’s personnel are working in a manner that poses an immediate danger to life or health of their employees or the campus population.
- Work is being conducted in a manner that is exposing non-contractor individuals to an unsafe situation.
- Environmental requirements or regulations are not being met.

Observations by UK EHS and Fire Marshal may take place at any time to ensure compliance with applicable codes, standards, and regulations.

The PDCS Project Manager or Safety Coordinator will formally notify the Contractor of any deficiencies and verify that appropriate corrections are made. A Nonconformance, Preventative, and Corrective Action reporting and tracking procedure will be implemented.

Safety Inspections: The OSHA standards require the Contractor to perform daily inspections of activities, equipment and the work site, to ensure that the Contractor and their subcontractor employees are:

- Working within identified controls and have effectively controlled immediate hazards; and,
- Are wearing appropriate PPE.

The Contractor will be required to submit the results of their daily inspections to the Project Manager each week via electronic mail.
The Contractor’s competent person shall conduct regular inspections of the work place and maintain a documented system certifying compliance with contractor defined safe work practices and their safety manual. For example, the scaffolding inspection entries section on contractor-supplied scaffold tags should include evidence of daily inspections and/or configuration change approvals. Other areas of inspection may include rigging inspections, fall protection equipment, Lock-out/Tag-out, confined space, permits-to-work, forklifts, heavy equipment, equipment and tools.

Contractors shall provide emergency response/egress planning; properly inspected first-aid kits, and assures that fire extinguishers are available for their work teams within the designated OSHA distances.

When hazards are identified and when immediate corrective action is not possible:

- The affected workers must be notified,

- Warning signs must be posted, and

- Interim control measures must be established to guard against the hazards.

All inspections, findings, and corrective measures must be documented and kept onsite for review. The Contractor shall be prepared to brief the number of inspections, findings, incidents, Job Briefings, etc. at progress meetings.

**Sanitary Facilities**

In most cases, there are sanitary facilities available for the Contractor’s use. The Construction Coordinator will assist in identifying which facilities the Contractor will be allowed to use. This privilege will be revoked if the facilities are not left in a clean condition at all times.

**Site Control**

The Project Manager and Contractor will define who is authorized to enter the construction site. Other personnel desiring access to a construction area must do the following:

Except for emergencies, obtain approval to enter the construction premises from the Contractor’s Superintendent, the PDCS Project Manager, Construction Coordinator or emergency personnel.

Obey all safety regulations and special instruction signs, and wear appropriate Personal Protective Equipment (PPE) comparable to the PPE requirements for workers on the project before entering the site.

Access to construction sites shall remain locked at all times unless workers are present. Locks shall not be rendered inoperable to prevent locking. The Construction Coordinator will provide a lock to be used in conjunction with the Contractor lock and chain that will allow UK personnel access into the construction area during an emergency.
Security

Standard working hours are determined on a project by project basis. If there is any work conducted from 6 PM to 6 AM on a normal weekday or any time on a holiday or on a weekend, the Contractor must inform the Construction Coordinator 24 hours in advance of any afterhours work. The Construction Coordinator will inform the UK Police by sending them an After Hours Report. The Construction Coordinator must have contact information (name and phone number) and the hours of work 24 hours in advance for any afterhours work.

The Contractor shall make sure that all project workers secure their tools and that the project area is locked when no one is on site to avoid potential thefts. Any thefts should be reported to UKPD and the Construction Coordinator.

Some UK offices have “panic buttons” attached to furniture which are used to alert the UK Police Department of problem situations within the office. Contact the Construction Coordinator if an item needs to be removed that has a panic button.

Site Health and Safety Plan

If requested by the PDCS Project Manager, a Site Health and Safety Plan specific to the project shall be submitted 15 days prior to starting any work activity.

Storage & Use of Paint and Sealants

All flammable and combustible materials shall be stored, stacked, and handled with respect to their fire potential characteristics and potential environmental hazards. The Contractor shall check with the Construction Coordinator as many of these items are not authorized to be left on campus when not in immediate use. Many will require additional ventilation so read the MSDS completely prior to use on campus.

No volatile liquids are to be used for cleaning agents or as fuels for motorized equipment or tools within the building without coordination with the PDCS Project Manager and the written consent of Fire Marshal. Bulk storage of volatile liquids is not permitted within a building at any time. The Contractor may be required to implement HEPA and/or negative pressure systems to remove, Volatile Organic Compounds, smoke, fumes, dusts, etc., to prevent exposure to occupants.

Site Storm Water Requirements

Storm Water controls are mandatory if the project involves any exterior work. Concrete trucks are not allowed to wash out their chutes on site unless all of the water is collected and hauled off the jobsite. Painters are not allowed to wash drywall tools or paint brushes in UK sinks or landscape areas.

Absolutely no discharge of any construction related substance(s) will be allowed to flow into the sanitary or storm sewer system.
Temporary Fire Protection

The Contractor shall review fire prevention and protection needs with the Construction and Safety Coordinators and establish procedures to be followed in the event of fire. The Contractor will instruct personnel in procedures and post warnings and information, maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes, prohibit smoking in hazardous areas, and provide supervision of welding operations, combustion type temporary heating units, and similar sources of ignition.

The Contractor shall be responsible for providing all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. This includes providing fire watch and fire extinguishers on the job site.

Unsafe Activities or Conditions

PDCS management has granted authority to its staff to stop an unsafe activity or condition and redirect the Contractor to work in a nonhazardous area until such time as the Contractor abates the hazard. Hazards must be abated as soon as possible after they have been identified. Imminent-hazard activities must be stopped and corrected immediately.

UK After Hours Work

Any work occurring after 6 PM and before 6 AM, Monday through Friday and anytime during weekends. (See Security Requirements)

UK Normal Work Hours

UK’s normal working hours are 6 AM to 6 PM Monday through Friday.

UK CNS

Before the Contractor starts demolition activities on the project, he/she will consult with the Construction Coordinator about the removal of any telecommunication ports (usually a white or ivory receptacle), wireless antennas, projectors, or projection screens. The Contractor will not remove any of these items unless directed to do so by UK.

Usually UK CNS will be scheduled to remove these items.

Waste Disposal

All trash and debris must be contained on site and disposed of in a recycling bin or a waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain. Dumpsters and roll-offs shall be covered during rain events and during non-working hours. Petroleum wastes, such as paint thinner or oil based finishes, must be containerized for recycling or disposal by the Contractor. Never dispose of any type of liquid waste in a dumpster, storm or sanitary sewer.
Safety Observations Correct Behaviors List

Head

• Workers shall wear hard hats at all times on the job site if required by the Contractor’s safety department.

Eyes / Face

• Workers shall wear safety glasses with side shields where designated by signs, site specific or contract requirements.

• Double eye protection shall be worn when grinding, welding, buffing, needle scaling, using a wire wheel, coring, working with hydraulic tools or high pressure hydraulic systems, chop sawing handling chemicals as required by the MSDS.

• Workers shall wear safety glasses and goggles when handling sand bags or working with 3:1 - grit sand, pure sand bags, blowing sand or chemicals as required by MSDS.

• Burning goggles and appropriately tinted welding lenses shall be worn when cutting, burning or welding respectively.

• Welding curtains or shields shall be used to protect other workers and pedestrians.

Ears

• Hearing Protection shall be worn in designated areas.

• Hearing protection shall be worn when chipping, grinding, arc gouging, concrete ramming, operating loud equipment, or any time you cannot hear the normal voice an arm’s length away from another person.

Hands

• Leather Gloves or welding gloves shall be worn when performing hot work.

• Leather Glove Protectors shall be worn over electrically rated rubber gloves.

• Leather work gloves shall be worn during demolition of concrete, tile, rubble, etc.

• Leather Gloves shall be worn during shoveling, sledge hammering, pick-axe work, rock bar work or handling wood.

• Puncture and cut resistant gloves shall be used when working with sheet metal, glass and potentially sharp edged materials.

• Vibration reducing gloves shall be worn while jack hammering.

• Chemical resistant gloves shall been worn as directed by the MSDS while exercising caution for compatibility with chemicals.
• Tear away (Cotton) gloves with leather or protective palms shall be used when working with wire rope and wire rope slings or lifting operations where there is a risk of a glove hanging up on rigging.

Feet

• ANSI rated steel or composite toe footwear shall be worn any time there is a risk of crushing injury to the toes, heavy/bulky material handling, around forklift and heavy equipment usage.

• Closed toe non-skid hard sole safety shoes shall be worn any time there is a risk of cuts, punctures, scrapes, and uneven terrain.

• Leather safety footwear shall be worn any time around welding or cutting.

• Electrically rated overshoes or boots shall be worn any time energized electrical work is being performed while not using insulated grounding mats.

• Compatible rubber overshoes or boots shall be worn when working with bulk chemicals or chemical process areas. (Check MSDS).

Clothing

• Long Pants and short or long sleeve shirts shall be worn during normal working conditions.

• Long sleeve flame retardant shirts shall be worn when welding or cutting. No torn tattered clothing will be allowed when welding or cutting.

• When working around exposed belts pulleys, nip, run-in, pinch points or rotating equipment, shirt shall be tucked and there shall be no loose clothing. Long hair shall be tied back and placed up or under garment.

• Pants shall be over boots when performing welding or cutting.

• No Loose jewelry shall be worn when working.

• No jewelry or metal eyewear frames shall be worn when working around electrical hazards.

• Compatible clothing shall be worn when working with chemicals (See MSDS).

• When working around electrical hazards as a qualified person, fire retardant shirts and pants with cotton undergarments shall be worn.

• When performing electrical hot work or working within the approach distance and prohibited boundaries the posted arc flash protection shall be worn.

Harness

• Workers shall wear a full body harness with double lanyard (100% Tie-Off) when working at 6 feet or higher and not protected by guardrails.

• The lanyard shall be attached to an OSHA rated or equivalent anchor point.
Respirator

- A respirator shall be worn as directed by the MSDS, when welding or cutting in an enclosed or poorly ventilated area, during spray painting, epoxy flooring, sand blasting, dry grinding/cutting concrete, during lead or asbestos abatement, while processing chemicals as indicted in the MSDS.

- A dust mask shall be worn as directed by the MSDS, worn when sanding, grinding, using consumable cutting disks, installing fiberglass insulation, during demolition work involving insulation dust, sheet rock, and silica, dry cutting tile concrete or stone, and chipping stone during masonry operations in well ventilated areas.

Safety Vest

- A Safety vest shall be worn any time within a traffic control zone or within 18 feet of a shoulder of a roadway or in the roadway.

- During any flagging operations whether in a traffic control zone or within a construction site.

Site Control

- Each construction site or any area affected by a construction site, e.g., Electrical, mechanical rooms, floors above and below the construction site where the construction site has migrated to, shall be secured from unauthorized entry any time that an employee or worker is not on site.

- Positive barriers shall be provided to keep unauthorized Workers out of the construction areas.

Traffic Control

- Traffic control shall follow the Federal / Kentucky manual of uniform traffic control.

- Pedestrian traffic control shall provide clear detour directions for redirection of pedestrian traffic and shall not redirect pedestrians into hazardous situations or roadways. These controls shall be positive and not allow pedestrians to enter traffic control zones.

- Advance notice shall be given for alteration of ADA routes and parking

- Alteration of fire and emergency egress routes require approval from the Fire Marshal.

Environmental

- Storm and sewer drains shall be protected with silt fencing and sand bags during construction activities.

- Silt fencing shall be provided at storm water run-off points for outdoor construction areas when top soil is disturbed or where there is a risk of contamination from leaking equipment.

- Dumpster and roll-off containers shall not leak fluids and shall be covered during rainy weather and at the end of the day or final shift.

- No discharge of any kind is allowed on UK or surrounding property.
• Equipment wash down is not allowed and must be contained.

• Concrete wash down and spoils are not allowed at any time on campus.

• Pressure washing run-off shall be contained and removed.

• Excessive dust, odors, smoke or fumes may require HEPA filtration, local exhaust or negative pressure systems.

**Signage**

• The required project, safety signage and tags shall be implemented and displayed as specified.

• Signs shall be placed at all construction area entry points and areas affected by the construction project, i.e., electrical and mechanical rooms or floors above and below the construction site where the construction site has migrated. Portable signage may be used for mobile short duration construction activity.

**Climbing**

• Workers shall maintain three-point contact at all times when climbing up or down.

• Workers shall not jump from platforms, ladders or scaffold, etc.

• Workers shall not climb on moving parts at any time or unsecured structure without fall protection. The Contractor shall verify that the structure is load rated prior to climbing.

**Ladders / Stairways**

• All ladders must be on a scheduled inspection scheme and inspected prior to use.

• Wooden ladders are not allowed on UK projects.

• Extension ladders shall be tied off or secured to a structure prior to use when not held in place by another worker.

• Workers shall maintain three-point contact at all times when climbing up or down

• Workers shall face the ladder when ascending and descending the ladder.

• The belt buckle shall remain in the frame rails at all times.

• Workers shall not carry tools up or down a ladder and should use a helper or hand-line.

• Ladders used in pedestrian or vehicle traffic areas shall be coned off and barricaded with signs posted in blind areas/other side or doors warning of ladder usage in order to prevent worker from being knocked off or ladder being knocked over.

• Extension ladders shall be set at a 4:1 or 75 degree ladder angle.

• The proper ladder shall be used for the job.
• Fall protection shall be used greater than 6 feet, if work cannot be performed while facing the ladder or working with buckle within the rails of the ladder.

• Workers shall keep one hand on the handrail when ascending or descending stairs.

• Stairways shall be kept unobstructed.

Walkways

• Walkways shall be designated and free from obstructions, slip and trip hazards. A Trip Hazard is a change in grade of ½” or greater.

• Workers shall walk in designated walkways.

• Extension cords shall cross walkway as few times as possible and shall have ramps, cord protectors or be taped down.

• Plywood, chip board and Masonite protectors shall be secured to prevent warping.

• Trip hazards that cannot be avoided shall be identified with brightly colored paints or flagging tapes.

Housekeeping

• Work areas shall be kept clean and orderly at all times.

• They shall be free from rags, soda cans/bottles, spent containers of mud, paint, caulk, wood, tile, rubble, cardboard, steel, etc. All construction debris shall be promptly removed daily.

• Stair wells and electrical rooms shall not be used for storage.

Scaffold

• Scaffolds shall be OSHA approved, inspected and tagged prior to use.

• Workers shall access scaffold by a designated ladder only.

• All Workers working from the scaffold shall have scaffold awareness training.

Tools

• Use the correct and proper tool for the job.

• GFCI’s are required on all extension cords.

• Extension cords shall be 14 gauge heavy duty.

• All high pressure hoses with crow’s feet shall be pinned with safety clips or tied with safety wire.

• Check valves and backflow preventers shall be installed on cutting rigs.

• Use tools and equipment in the manner they were designed.
• Tools and equipment shall be on a scheduled inspection system and shall be kept in good working condition and inspected prior to use.

• No nicked or damaged insulation on extension and power cords or welding leads 10 ft. from electrode holder.

• No leaking equipment.

• No makeshift tools. All shop made tools shall be certified by a registered engineer.

**Guarding**

• Guards shall remain in place on all tools and equipment while in use.

• Guards shall remain in place and be used for all saws, grinders, belts, pulleys, etc.

• Exposed electrical circuits and energized electrical equipment shall be guarded and tagged to protect unqualified workers.

• All unprotected edges, hatchways, skylights, holes or troughs in floors shall be guarded.

**Lock – Out / Tag-Out (LOTO)**

• Lock- Out / Tag-Out procedures shall be followed for controlling hazardous sources of energy.

• Breakers rendered inoperable shall be tagged listing the breakers that are inoperable.

• Breakers that are to remain closed shall be tagged and listed as to not open the circuit.

• Electrical hazards shall be tagged as “Electrical Hazard”

• Electrical systems being tested shall be “tagged testing in progress”.

**Hand Position**

• Hands shall be positioned to stay out of hazard areas, pinch and crush points.

• Hands shall be placed to achieve the best leverage and avoid repetitive stress.

• Hand tools shall be used in an ergonomically neutral position.

**Body Mechanics / Position**

• Workers shall keep their body square their work and face it if possible, except for throwing electrical switches, adjusting pressure regulators or opening and closing valves, Worker shall stand to the side.

• Keep body parts out of pinch/crush zones.

• Workers shall stand free of the bight of cable, rope, tag lines and never wrap any part of their body in a rope.

• Workers shall stand free from the line of fire from winch lines, tugger lines, blocks, pressure releases or flying debris.
• Workers shall alternate on strenuous activities with heavy equipment, i.e., jack hammering, etc.

Physical Lifting

• Plan your lift and have a clear path when transferring loads.

• Check weight of the load prior to lift. Do not jerk the load.

• Keep feet shoulder width apart.

• Keep body close to load.

• Keep you back straight when lifting.

• Lift with your legs, not your back.

• Do not twist while lifting, pulling, or carrying a load.

• Consider two-person lifting when possible.

Pinch Points

• Workers shall never pass under an unsupported suspended load.

• Workers shall always have a clear escape route when lifting with cranes.

• Workers shall remain clear of run-in and nip points.

Tag Lines

• Tag Lines shall be used on loads being moved by a crane.

• Tag Lines shall be free from knots.

• Tag lines shall not be wrapped around any part of your body.

• Tag Lines shall be long enough to prevent workers from standing under the load while holding the tag line.

Rigging

• Use the correct load rated slings for the lift. Safe working load limits tags shall be in place on sling.

• All shackle pins shall be pinned with safety pins/wire.

• Slings and knots shall be used according to best practice.

• Slings and rigging shall be on an inspection program and inspected before use.

• Any free leg shall be shackled back to the live leg.

• Any shop made rigging shall be certified by a registered engineer.
**Hand Signals**

- Only one person shall be designated to give hand signals.
- A hand signal chart shall be located on the crane and job site.
- Crane operator shall always maintain eye contact with signal person.
- Anyone can give the emergency stop signal.

**Storage**

- All materials, tools and equipment shall be neatly and safely stored.
- Stored materials shall be barricaded, shall not block walkways, stairwells and egress routes and shall not create a fire or egress hazard.
- Stairwells and Electrical rooms shall not be used for any storage.

**Emergency Numbers:**

- **University Police:** dial 911 from any campus phone or
  (859)257-UKPD (8573):  FREE CELL PHONE CALL: #8573 (#UKPD)
- **UK Delta Room:** (859) 257-2830 or (859) 257-3844
- **Emergency Management Office:**  (859) 257-3815
- **Building Emergency after regular working hours:**  (859) 257-3844
- **UK - Planning, Design and Construction Services (PDCS):**
  (859) 257-2726  Fax (859)323-3287
- **UK Parking & Transportation Services:** (859) 257-5757
University of Kentucky
Main Campus
Standard Fire Alarm Maintenance Procedure
(Temporary removal of Fire Alarm from service)

The following procedures shall be followed when a system is taken out of service for testing, maintenance, and renovation.

1. All requirements of NFPA 72 shall be followed.
2. Approval to remove a Fire Alarm system from service or to take a Fire Alarm out of service is restricted to regular, full time, University of Kentucky maintenance employees and those individuals granted owner authorization codes* by the PPD Manager of Electrical Services.

*Note 1: Those without an owner authorization code will need to contact the person requesting/authorizing the work to obtain this code.

3. A request by telephone, 257-2830, or 2-way shall be made to the Delta Room dispatcher to remove a system from service by an approved individual. The Delta Room dispatcher shall note the location, owner authorization code, name, company and estimated time the system will be down and inform the person of the responsibilities outlined in item #5 of this procedure.

*Note 2: THE PERSON WHO REQUESTS THE REMOVAL FROM SERVICE SHALL BE IN THE BUILDING AT ALL TIMES DURING THE OUT OF SERVICE PERIOD IN ORDER TO COMPLETE THE RESPONSIBILITIES OUTLINED IN ITEM #5.

4. The Delta Room dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e. outside monitoring stations, that the building is out of service.
5. While out of service, any initiated alarm will result in a Fire Department response unless the person who removed the system from service notifies the Delta Room, immediately, that they initiated the alarm. (Note: It is not the Delta Room dispatchers duty to contact the person who took the system out of service.) At 05:00 PM, unless further notification is given to the Delta Room dispatcher, all systems will automatically be put back into service.

5.1. Immediate Fire Department response is required in all instances of Fire Alarm notification. There shall be no delay. In instances where the cause of the alarm is positively proven to be false, a call* can be placed to the UK Police dispatcher to see if the Fire Department can be held.

*Note 3: The authority to place a call to hold the Fire Department is limited to the University Fire Marshall and the Delta Room dispatcher.

5.2. While “Out of Service”, any call placed via 911 shall initiate a Fire Department response under the Fire Alarm Response Procedure.
5.3. When a Fire Department response is required the Fire Alarm Response Procedure shall be followed.

6. If the justification for removing a Fire Alarm system from service is to perform work on the system itself, the Fire Alarm system shall be demonstrated to be reporting and functioning correctly, to the Delta Room dispatcher, before attempting to put the system in service.
7. When a system is put back in service, a request shall be made by telephone or 2-way to put a system back in service. (Note: The same person who took the system out of service shall return the system to service.)
8. The Delta Room dispatcher will notify the UK Police dispatcher and other assigned agencies, i.e. outside monitoring stations, that the system is back in service.

This procedure shall apply to all persons who remove a Fire Alarm System from service including, but not limited to: UKPPD personnel, Housing personnel, Ag maintenance, and contractors

Date of last approval: 03-20-03
Revised: 3/6/01 Galen Tolliver Submitted or approval 1/10/01
Article 56 is in addition to, and takes precedence over the provisions of the Special Conditions for the Project.

ARTICLE 56
PART 1 – GENERAL

56.1.1 SUMMARY

A. The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with protection of existing trees and other plants as shown on the drawings and as specified herein.

2. Provide tree and plant protection fencing.
3. Provide protection of root zones and above ground tree parts and plants.
4. Provide pruning of existing trees and plants.
5. Provide all insect and disease control.
6. Provide maintenance of existing trees and plants including irrigation during the construction period as recommended by the Arborist Report.
7. Provide maintenance of existing trees and plants including irrigation during the post construction plant maintenance period.
8. Remove tree protection fencing and other protection from around and under trees and plants.
9. Clean up and disposal of all excess and surplus material.

56.1.2 CONTRACT DOCUMENTS

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

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

A. Related Documents:

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

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

3. ANSI Z133 Safety Requirements for Arboricultural Operations.

56.1.4 VERIFICATION

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

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

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

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

56.1.6 PROTECTION OF WORK, PROPERTY AND PERSON

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

56.1.7 CHANGES IN THE WORK

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

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

A. Owner’s Representative: The person appointed by the Owner to represent their interest in the Tree and Plant Protection and approval of the work and to serve as the contracting authority with the Contractor. The Owner’s Representative may appoint other persons to review and approve any aspects of the work.

B. Reasonable and Reasonably: When used in this specification is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that plants are not free of defects, and that plant conditions change with time. This specification also recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner’s Representative expert shall determine when conditions within the plant are judged as reasonable.

C. Shrub: Woody plants with mature height approximately less than 25 feet.

D. Tree and Plant Protection Area: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and defined by a circle centered on the trunk with each tree with a radius equal to the crown dripline unless otherwise indicated by the owner’s representative.

E. Tree: Single and multi-stemmed plants with anticipated mature height approximately greater than 25 feet or any plant identified on the plans as a tree.
56.1.9 SUBMITTALS

A. ARBORIST REPORT: Prior to the start of construction, submit, for approval by the Owner’s Representative, the report of a consulting arborist who is a Registered Consulting Arborist® (RCA) with American Society of Consulting Arborists or an ISA Board Certified Master Arborist, which details the following information for all trees to remain within the area designated on the drawings as the Tree and Plant Protection Area. The report shall include the following:

1. A description of each tree to protect indicating the following:
   a. Genus and species
   b. Condition including any visible damage to the root system or soil within the root zone
   c. Tree diameter at 4.5 feet above grade
   d. Tree height
   e. Crown width
   f. Any visible disease and/or insect infestations
   g. Branch and/or trunk structural deficiencies.
   h. Appraisal of value
   i. Appraisal of benefits (storm water interception, heating/cooling, carbon sequestration)

2. The report shall note all trees or parts of trees, which are considered a hazard or significant or extreme risk level. Include the International Society of Arboriculture Tree Risk Assessment evaluation sheet for each tree, which may reasonably be identified as a potential hazard tree.

3. Recommendations as to treatment of all insect, disease and structural problems encountered.

4. Recommendations for fertilizer treatments, if any.

5. A plan of the site showing the location of all trees included in the report.

B. PRODUCT DATA: Submit manufacturer product data and literature describing all products required by this section to the Owner’s Representative for approval. Provide submittal four weeks before the start of any work at the site.

C. QUALIFICATIONS SUBMITTAL: For each applicable person expected to work on the project, provide copies of the qualifications and experience of the Consulting Arborist, proof of either the registered Consulting Arborist® (RCA) with American Society of Consulting Arborists or an ISA Board Certified Master Arborist and any required Herbicide/Pesticide license to the Owner’s Representative, for review prior to the start of work.

56.1.10 OBSERVATION OF THE WORK

A. The Owner’s Representative may inspect the work at any time.
56.1.11 PRE-CONSTRUCTION CONFERENCE

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

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

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

56.1.12 QUALITY ASSURANCE

A. Contractor qualifications:

1. All pruning, branch tie back, tree removal, root pruning, and fertilizing required by this section shall be performed by or under the direct supervision of an ISA Certified Arborist. Submit aforementioned individual’s qualifications for approval by the Owner’s Representative.

2. All applications of pesticide or herbicide shall be performed by a person maintaining a current state license to apply chemical pesticides valid in the jurisdiction of the project. Submit copies of all required state licensing certificates including applicable chemical applicator licenses.

56.1.13 DAMAGE OR LOSS TO EXISTING PLANTS TO REMAIN

A. Specimen trees within or adjacent to construction areas will be identified by the Owner’s Representative and the Architect, and marked with green tags. Loss of any of these trees will result in fines assessed at a minimum of $10,000 (or higher appraised amount that may be determined by the University prior to construction) per tree. Damage to all other trees on the property will be assessed at the rate of $200 per diameter inch of the tree measured 4.5’ above grade.

B. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense in addition to fines and penalties.
Tree(s) shall be replaced with a tree(s) of similar species and equivalent trunk diameter to the tree(s) being replaced. For example, if a 20” diameter tree is to be replaced, the Contractor can provide ten (10) two inch diameter trees. Depending on site accommodations and landscape design, the replacement trees may be installed outside of the project site as directed by the Owner’s Representative. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available whichever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Owner’s Representative shall approve the size and quality of the replacement plant.

1. All trees and plants shall be installed per the requirements of Specification Section Planting.

C. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.

1. The Owner’s Representative may engage an independent arborist to assess any tree or plant that appears to have been damaged to determine their health or condition.

D. Any tree that is determined to be dead, damaged or potentially hazardous by the Owner’s arborist and upon the request of the Owner’s Representative shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all clean-up of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.

E. Any remedial work on damaged existing plants recommended by the Consulting Arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching, and could include application tree growth regulators (TGR). Any remedial work is to be performed by an ISA Certified Arborist, ISA Board Certified Master Arborist or a Registered Consulting Arborist.

F. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

56.1.14 LOSS OF TREES DUE TO CONSTRUCTION FOOT PRINT

A. Any trees or plants designated as removals to accommodate construction shall be replaced. Tree(s) shall be replaced with a tree(s) of similar species and equivalent trunk diameter to the tree(s) removed. For example, if a 20” diameter tree is removed, the Contractor can provide ten (10) two inch diameter trees. Depending on site accommodations and landscape design, the replacement trees may be installed outside of the project site as.
directed by the Owner’s Representative. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available whichever is less.

PART 2 – PRODUCTS

56.2.1 MULCH

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

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

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

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

56.2.2 WOOD CHIPS

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

56.2.3 TREE PROTECTION FENCING

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

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

B. Orange plastic fencing shall be installed on the outside of the chain link fencing to provide high visibility.
C. GATES: For each fence type and in each separate fenced area, provide a minimum of one 3-foot-wide gate. Gates shall be lockable. The location of the gates shall be approved by the Owner’s Representative.

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

56.2.4 TREE PROTECTION SIGN

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

“Tree Protection Area - Keep Out”

The following information shall also be included on the sign:

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

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

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

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

56.2.6 SOIL & ROOT PROTECTION

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

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

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

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

56.2.7 GEOGRID

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

   Manufacturers: GSE Environmental, TenCate, Terram

B. Submit suppliers’ product data that product meets the requirements for approval.
56.2.8 GEOTEXTILE

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

Manufacturers: GSE Environmental, TenCate, Terram

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

PART 3 –EXECUTION

56.3.1 SITE EXAMINATION

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

56.3.2 COORDINATION WITH PROJECT WORK

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

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

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

56.3.3 TREE AND PLANT PROTECTION AREA

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

56.3.4 PREPARATION

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

B. Flag all trees and shrubs to be removed by wrapping blue plastic ribbon around the trunk and obtain the Owner’s Representative's approval of all trees and shrubs to be removed prior to the start of tree and shrub removal. After approval, mark all trees and shrubs to be removed with blue paint in a band completely around the base of the shrub(s) and around the trunk of the tree(s) 4.5 feet above the ground.
C. Flag all trees and shrubs to remain with green plastic ribbon tied completely around the trunk or each tree and on a prominent branch for each shrub. Obtain the Owner’s Representative’s approval of all trees and shrubs to remain prior to the start of tree and shrub removal.

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

56.3.5 SOIL MOISTURE

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

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

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

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

56.3.6 ROOT PRUNING

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

1. Using an air excavation tool to expose roots within 2 feet of the limit of grading.
2. After completion of excavation, make clean cuts with a lopper, saw or pruner to sever roots so they will not be torn, ripped or damaged by the excavation, and backfill the trench immediately with existing soil, filling all voids.

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

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

1. All areas within the Tree and Plant Protection area provide a minimum of 5 inches of wood chips or mulch.

2. Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of wood chips or mulch.

3. Areas where occasional light vehicle traffic is anticipated to be unavoidable, provide approved matting or a layer of geogrids under 8 inches of wood chips or mulch.

4. Areas where heavy vehicle traffic is unavoidable provide approved matting or a layer of geogrids under 8 - 12 inches of wood chips or mulch and a layer of matting over the wood chips or mulch.

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

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

56.3.8 PROTECTION

A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner’s Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner’s Representative.
56.3.9 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA:

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

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

1. In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or air excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.

2. When encountered, exposed roots, 1 inches and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut without the approval of the Owner’s Representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.

3. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner’s Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, parts 1 and 8) and be performed by or direct under supervision of an ISA Certified Arborist.

4. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.

5. Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8-foot-long 2-inch x 6-inch planks loosely banded onto the tree with 3 steel bands.
Staple the bands to the planks as necessary to hold them securely in place. Trunk protection may be kept in place no longer than 12 months. If construction requires work near a particular tree to continue longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.

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

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

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

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

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

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

   e. Remove all excavated soil and excavated wood chips, and contaminated soil at the end of the excavation.
f. Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open overnight, mist the roots and cover the excavation with black plastic.

g. Dispose of all soil in a manner that meets local laws and regulations.

h. Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.

i. Restore any geogrids, filter fabric, wood chips or mulch and or matting that was required for the area.

56.3.10 GRADING AND FILLING AROUND TREES

A. Maintain existing grade within drip line of trees. Any variance to this will be executed only after consultation and recommendation from the Campus Arborist.

B. Where existing grade is above new finish grade shown around trees, carefully hand excavate within drip line to new grade. Cut exposed roots approximately 3" below elevation of new finish grade. Engage an ISA certified Arborist to recommend procedures to compensate for loss of roots and to provide initial services such as pruning of branches and stimulation of root growth. Provide subsequent maintenance during contract period as recommended by the arborist. Provide Grounds Superintendent with typed instructions for recommended long range maintenance procedures to be followed after completion of construction operations.

C. For minor fills where the existing grade is 4" or less below elevation of finish grade shown, use a topsoil type fill material rich in organic matter and loamy in texture. Place in single layers not more than two inches at a time and do not compact.

D. Fills greater than four inches shall only be attempted after consultation with the Campus Arborist. Detailed shop drawings of proposed work shall be submitted and approved by the Campus Arborist prior to any work. A progress schedule shall be established to monitor the work.

56.3.11 TREE REMOVAL:

A. Tree removals shall be performed by ISA Certified Arborists and companies shall have appropriate licenses and insurance for tree removal operations.

B. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.
C. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.

D. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area and there are no underground utilities that may be damaged. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.

E. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.

F. Remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the top most roots whichever is less and over the area of three times the diameter of the trunk (DBH).

1. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole still have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8 inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The Owner’s Representative shall approve each hole at the end of the grinding operation.

2. In areas where the tree location is to be a planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Specification Section Planting Soil, in maximum of 12 inch layers and compact to 80-85% of the maximum dry density standard proctor.

G. Wood salvaged for up cycling will be identified by the Owner’s Representative.

1. Sections of salvaged wood shall have a clean, flat cut across both ends.

2. Ends of wood sections shall be sealed with AnchorSeal after being cut and before being loaded. Branch cuts on the length of wood sections shall be sealed with AnchorSeal.

3. Care shall be taken when loading wood and logs not to damage the bark connection to the wood.

4. Wood and logs shall be stored so there is no contact with the ground. Wood and logs should be elevated from the ground by placing on cross beams of wood, concrete or steel. Wood and logs may also be stored on a gravel, concrete or asphalt pad.
56.3.12 PRUNING:

A. Within six months of the estimated date of substantial completion, prune all dead or hazardous branches larger than 2 inch in diameter from all trees to remain.

B. Implement all pruning recommendations found in the Arborist Report.

C. Prune any low, hanging branches and vines from existing trees and shrubs that overhang walks, streets and drives, or parking areas as follows:
   1. Walks - within 7 feet vertically of the proposed walk elevation.
   2. Parking areas - within 10 feet vertically of the proposed parking surface elevation.
   3. Streets and drives - within 12 feet vertically of the proposed driving surface elevation.


E. Perform other pruning task as indicated on the drawings or requested by the Owner’s Representative.

F. Where tree specific disease vectors require, sterilize all pruning tools between the work in individual trees.

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

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

56.3.14 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent wilt point to a depth of 8 inches or greater.

B. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.

C. Periodically test the moisture content in the soil within the root zone to determine the water content.

56.3.15 TURF AND WEED MAINTENANCE

A. Turf areas within the Tree and Plant Protection area shall be maintained in a manner that is consistent with University turf maintenance standards. This includes mowing, weed eating, edging, fertilization, weed control and leaf collection.
B. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.

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

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

56.3.16 INSECT AND DISEASE CONTROL

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

56.3.17 CLEAN-UP

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

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

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

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

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

56.3.18 REMOVAL OF FENCING AND OTHER TREE AND PLANT PROTECTION

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

END OF SECTION
AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND CONTRACTOR

THIS AGREEMENT, made the ______ day of ________________ 2019 by and between ________________________ ("Contractor"), and the UNIVERSITY OF KENTUCKY, ("Owner"), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1  SCOPE OF WORK:

Renovations to room 335, 337, 339 include new acoustical tile ceiling, new LED lighting, revised HVAC, new paint, new window blinds, and updated A/V components. Note that rooms 341, 343, 345 & 347 are included as Alternates under this project.

PROJECT UK Summer Classroom Renovation – Bid Package B

The Scope of Work consists of the Invitation for Bid, CCK-2395-19, dated March 11, 2019; the Contractor’s Form of Proposal dated April 11, 2019, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Contractor’s Bonds and Insurance and Affidavit, the Specifications, the Drawings including Supplemental Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part thereof of reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following:

Specifications:

On Plan Sheets as required

099100  230553
Drawing Index:

T-100  TITLE SHEET AND DRAWING INDEX SHEET
AD-130  ARCHITECTURAL DEMOLITION PLANS - ROOM 335
AD-131  ARCHITECTURAL DEMOLITION PLANS - ROOM 337
AD-132  ARCHITECTURAL DEMOLITION PLANS - ROOM 339
AD-133  ARCHITECTURAL DEMOLITION PLANS - ROOM 341
AD-134  ARCHITECTURAL DEMOLITION PLANS - ROOM 343
AD-135  ARCHITECTURAL DEMOLITION PLANS - ROOM 345
AD-136  ARCHITECTURAL DEMOLITION PLANS - ROOM 347
A-001  ARCHITECTURAL GENERAL NOTES, ABBREVIATIONS, AND LEGEND
A-002  ARCHITECTURAL FINISH SCHEDULE AND DETAILS
A-130  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 335
A-131  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 337
A-132  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 339
A-133  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 342
A-134  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 343
A-135  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 345
A-136  ARCHITECTURAL REFLECTED CEILING PLAN - ROOM 347
M-130  MECHANICAL PLANS - ROOM 335
M-131  MECHANICAL PLANS - ROOM 337
M-132  MECHANICAL PLANS - ROOM 339
M-133  MECHANICAL PLANS - ROOM 341
M-134  MECHANICAL PLANS - ROOM 343
M-135  MECHANICAL PLANS - ROOM 345
M-136  MECHANICAL PLANS - ROOM 347
ED-130  ELECTRICAL DEMOLITION PLANS - ROOM 335
ED-131  ELECTRICAL DEMOLITION PLANS - ROOM 337
ED-132  ELECTRICAL DEMOLITION PLANS - ROOM 339
ED-133  ELECTRICAL DEMOLITION PLANS - ROOM 341
ED-134  ELECTRICAL DEMOLITION PLANS - ROOM 343
ED-135  ELECTRICAL DEMOLITION PLANS - ROOM 345
ED-136  ELECTRICAL DEMOLITION PLANS - ROOM 347
E-001  GENERAL ELECTRICAL NOTES AND LEGEND
E-130  ELECTRICAL PLANS - ROOM 335
E-131  ELECTRICAL PLANS - ROOM 337
E-132  ELECTRICAL PLANS - ROOM 339
E-133  ELECTRICAL PLANS - ROOM 341
E-134  ELECTRICAL PLANS - ROOM 343
E-135  ELECTRICAL PLANS - ROOM 345
E-136  ELECTRICAL PLANS - ROOM 347
E-400  A/V INTERCONNECTION DETAILS

ARTICLE No. 2  TIME OF COMPLETION:

The Contractor must begin Work specified by the written Work Order from the Owner. Substantial Completion shall be August 9, 2019 and Final Completion being seven (7) calendar days after the date of Substantial Completion.
ARTICLE No. 3  LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the University of Kentucky, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of Nine Hundred Dollars ($900) for each and every day after the date of Substantial Completion until the date of actual Substantial Completion.

If the Work is not finally completed within the time required in the preceding Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of Four Hundred Dollars ($400) for each and every day after the date of Final Completion until the date of actual Final Completion. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 2 of this Agreement. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

ARTICLE No. 4  THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Contractor as full consideration for the Contractor’s satisfactory performance of the Contract obligations the sum of _________ ____________________________ Dollars ($__________).
ARTICLE No. 5  SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ, methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work.

IN WITNESS WHEREOF this Agreement is executed in two (2) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS: CON’T R T R: ________________________________

Company Name

______________________________ BY: ________________________________

______________________________ Title: ________________________________

Approved for Legality and Form Recommended By:

APPROVED: ________________________________

Director of Purchasing

CA-4
SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior and exterior substrates.

B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, University's Representative will select from standard colors and finishes available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.

2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.

3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.

4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SECTION REQUIREMENTS

A. Submittals:
1. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

C. Extra Materials: Deliver to Owner 1 gallon of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS

2.1 PAINT

A. Subject to compliance with requirements, provide products by one of the following:

1. Sherwin-Williams Company (The).
2. Benjamin Moore & Co.
3. PPG Architectural Finishes, Inc.
4. ICI Paints

B. Material Compatibility: Provide materials that are compatible with one another and with substrates.

1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Use interior paints and coatings that comply with the following limits for VOC content:

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints, Coatings: 150 g/L.
3. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
4. Clear Wood Finishes, Varnishes: 350 g/L.
5. Clear Wood Finishes, Lacquers: 550 g/L.
6. Floor Coatings: 100 g/L.
7. Stains: 250 g/L.
8. Primers, Sealers, and Undercoaters: 200 g/L.

C. Colors: As indicated on project drawings.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.

C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Paint exposed surfaces, new and existing, unless otherwise indicated.
   1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
   2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   3. Paint the back side of access panels.
   5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.

C. Apply paints according to manufacturer's written instructions.
   1. Use brushes only for exterior painting and where the use of other applicators is not practical.
   2. Use rollers for finish coat on interior walls and ceilings.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
   1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

E. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

3.3 EXTERIOR PAINT APPLICATION SCHEDULE

A. Not Used.

3.4 INTERIOR PAINT APPLICATION SCHEDULE

A. Concrete, Nontraffic Surfaces:
   1. Flat Latex: Two coats over primer/sealer: MPI INT 3.1A.
B. Concrete Masonry Units:
   1. Eggshell Latex: Two coats over latex block filler: MPI INT 4.2A.

C. Steel:
   1. Semigloss Alkyd Enamel: Two coats over alkyd anticorrosive primer: MPI INT 5.1E.

D. Galvanized Metal:
   1. Low-Sheen Latex: Two coats over waterborne galvanized-metal primer: MPI INT 5.3J.

E. Gypsum Board:
   1. Eggshell or Satin Latex: Two coats over primer/sealer: MPI INT 9.2A.

END OF SECTION 099100
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

A. Mechanical identification on piping, ductwork and equipment, identification of underground pipe, valve tags, and architectural access panels. **Scope includes new piping sections only.**

1.3 UNIVERSITY COLOR AND LETTER STANDARDS

A. Piping: All plumbing and mechanical piping must be color coded and labeled, including sprinkler lines, every 15 feet above a ceiling system and every 10 feet in an open mechanical room.

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Markings</th>
<th>Color*</th>
<th>No.*</th>
</tr>
</thead>
<tbody>
<tr>
<td>High pressure steam and return (over 76 psig)</td>
<td>H.P.S. &amp; H.P.R.</td>
<td>Safety Red</td>
<td>SW4081</td>
</tr>
<tr>
<td>Medium pressure steam and return (21 psig to 75 psig)</td>
<td>M.P.S. &amp; M.P.R.</td>
<td>International Orange</td>
<td>SW4082</td>
</tr>
<tr>
<td>Low pressure steam and return (0 psig to 20 psig)</td>
<td>L.P.S. &amp; L.P.R.</td>
<td>Safety Orange</td>
<td>SW4083</td>
</tr>
<tr>
<td>Domestic cold Water</td>
<td>D.C.W.</td>
<td>Safety Green</td>
<td>SW4085</td>
</tr>
<tr>
<td>Domestic hot Water</td>
<td>D.H.W.</td>
<td>Green Byte</td>
<td>SW4076</td>
</tr>
<tr>
<td>Medium temperature hot water &amp; return (300°F or less)</td>
<td>M.T.H.W. &amp; M.T.H.W.R.</td>
<td>Safety yellow</td>
<td>SW4084</td>
</tr>
<tr>
<td>Reheat supply &amp; return</td>
<td>R.S. &amp; R.R.</td>
<td>Junction yellow</td>
<td>SW4033</td>
</tr>
<tr>
<td>Chilled water supply &amp; return</td>
<td>C.W.S. &amp; C.W.R.</td>
<td>Safety blue</td>
<td>SW4086</td>
</tr>
<tr>
<td>Condenser water supply &amp; return</td>
<td>C.D.W.S. &amp; C.D.W.R.</td>
<td>Slate gray</td>
<td>SW4026</td>
</tr>
<tr>
<td>Natural gas</td>
<td>GAS</td>
<td>Deck Red</td>
<td>SW4040</td>
</tr>
<tr>
<td>Safety valve vents</td>
<td>S.V.V.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Cast iron soil &amp; waste vents</td>
<td>W.&amp;V.</td>
<td>Vacuum Black</td>
<td>SW4032</td>
</tr>
<tr>
<td>Chilled hot water</td>
<td>C.H.W.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Air (steel pipe)</td>
<td>AIR</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Air (copper pipe)</td>
<td>AIR</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Vacuum (copper pipe)</td>
<td>VAC</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Vacuum (steel pipe)</td>
<td>VAC</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Roof leaders</td>
<td>R.L.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Soft water</td>
<td>S.W.</td>
<td>Pillar White</td>
<td>SW4029</td>
</tr>
<tr>
<td>De-mineralized water</td>
<td>D.W.</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Distilled water</td>
<td>DIST. W.</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Diesel fuel</td>
<td>D. FUEL</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Nitrogen</td>
<td>NITROGEN</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Elevator oil lines</td>
<td>E.O.L.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Muratic acid</td>
<td>MUR. ACID</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Sulfuric acid</td>
<td>SUL. ACID</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Chromate or cooling tower additives</td>
<td>C.T.A.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Boiler treatment</td>
<td>B.T.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Gasoline</td>
<td>GASOLINE</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Substance</td>
<td>Identifier</td>
<td>Color</td>
<td>Code</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>Nitrous oxide (copper)</td>
<td>N. OXIDE</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Caustic soda</td>
<td>C. SODA</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Condensate pump discharge</td>
<td>COND. P.D.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Sump pump discharge</td>
<td>S. PUMP DIS.</td>
<td>Galvano</td>
<td>SW4027</td>
</tr>
<tr>
<td>Oxygen</td>
<td>OXYGEN</td>
<td>None</td>
<td>--</td>
</tr>
<tr>
<td>Fire suppression / sprinkler system</td>
<td>FIRE</td>
<td>Safety Red</td>
<td>SW4081</td>
</tr>
<tr>
<td>Ammonia</td>
<td>AMMONIA</td>
<td>Bolt brown</td>
<td>SW4001</td>
</tr>
<tr>
<td>Glycol solutions</td>
<td>GLYCOL</td>
<td>Rotor Turquoise</td>
<td>SW4066</td>
</tr>
<tr>
<td>Freon – R500</td>
<td>FREON R-500</td>
<td>Junction yellow</td>
<td>SW4033</td>
</tr>
<tr>
<td>Freon – R502</td>
<td>FREON R-502</td>
<td>Recycled Red</td>
<td>SW4073</td>
</tr>
</tbody>
</table>

NOTES: * Color and number are from the Sherwin Williams System 4000 color selection guide dated 1999.
B. Valves:

1. All valves must have labels, both a tag on the valve and on the ceiling grid.
2. All labels for valves must be on ceiling grid (see UK's standard for lettering below).

**U.K.'s Standards for Standard Lettering:**

Attach Seton-Ply Discs to ceiling grid under equipment or to access doors in non-accessible ceiling.

### Equipment: Color:

<table>
<thead>
<tr>
<th></th>
<th>Engraved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valve Yellow</td>
<td>V.</td>
</tr>
<tr>
<td>Volume Damper Black</td>
<td>V.D.</td>
</tr>
<tr>
<td>Variable Volume Unit Red</td>
<td>V.V.</td>
</tr>
<tr>
<td>Heating Coil Blue</td>
<td>H.C.</td>
</tr>
</tbody>
</table>

**PART 2 - PRODUCTS**

### 2.1 Equipment Labels

A. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws.

B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch (A4) bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

### 2.2 Pipe Labels

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.

D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

   1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
   2. Lettering Size: At least 1-1/2 inches high.

2.3 DUCT LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.


C. Background Color: Green.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings, duct size, and an arrow indicating flow direction.

   1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions or as separate unit on each duct label to indicate flow direction.
   2. Lettering Size: At least 1-1/2 inches high.

2.4 STENCILS

A. Stencils: Prepared with letter sizes according to ASME A13.1 for piping; minimum letter height of 1-1/4 inches for ducts; and minimum letter height of 3/4 inch for access panel and door labels, equipment labels, and similar operational instructions.

   1. Stencil Material: Fiberboard or metal.
   2. Stencil Paint: Exterior, gloss, acrylic enamel black unless otherwise indicated. Paint may be in pressurized spray-can form.
   3. Identification Paint: Exterior, acrylic enamel in colors according to ASME A13.1 unless otherwise indicated.
2.5 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

4. Tag Material: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.

5. Fasteners: Brass wire-link or S-hook. Wire shall not be used as a method for connecting the tags to the valve. The tags shall be installed after insulation has been installed.

B. Valve Schedules: Not used.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

1. Venturi air valves

B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

A. Piping Color-Coding: Painting of piping is specified in Section 099100 "Painting."

B. Stenciled Pipe Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels with painted, color-coded bands or rectangles on each piping system.

1. Identification Paint: Use for contrasting background.

C. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
4. Near major equipment items and other points of origination and termination.
5. Spaced at maximum intervals of 25 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
7. Space every 10' in mechanical rooms.